

## **REGULAR SESSION**

**TUESDAY, JANUARY 5, 2021**

Chairman Gray called the meeting to order at 6:00 p.m.

Chairman Gray noted the meeting is being conducted under the extraordinary circumstance of a public health emergency (COVID-19), and under Governor Cuomo's Executive Order 202.1; without permitting public in-person access to the meeting, authorizing the meeting to be held partially or completely with members appearing by remote conference call or similar service, and the meeting is being live streamed via the web and recorded, including the participation of the members appearing by remote link.

### **ROLL CALL OF MEMBERS**

All members present.

### **READING OF MINUTES OF LAST SESSION, IF REQUESTED**

The minutes of the December Session stand approved in the absence of objection or correction.

### **PRESENTATION OF PETITIONS, NOTICES AND COMMUNICATIONS**

None.

### **REPORTS OF COUNTY OFFICERS AND OTHERS**

The County Treasurer provided a report on Cash in Banks and Investments as of November 30, 2020.

The County Administrator provided a report on Budget Transfers for the month of December, 2020.

### **LOCAL LAWS, RESOLUTIONS AND MOTIONS**

Chairman Gray entertained a motion and second to waive the Standing Rules to permit the introduction of the following resolutions for action. A motion was duly made by Legislator Montigelli seconded by Legislator Ferris and carried with Legislator Maxon voting nay.

#### **Resolution No. 1**

#### **Designation of Depositories for 2021**

By Legislator: Michael A. Montigelli



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None.

**REPORTS OF COUNTY OFFICERS AND OTHERS**

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**LOCAL LAWS, RESOLUTIONS AND MOTIONS**

Chairman Gray entertained a motion and second to waive the Standing Rules to permit the introduction of the following resolutions for action. A motion was duly made by Legislator Montigelli seconded by Legislator Ferris and carried with Legislator Maxon voting nay.

**Resolution No. 1**

**Designation of Depositories for 2021**

By Legislator: Michael A. Montigelli

Resolved, That, pursuant to County Law Section 212, and General Municipal Law Section 10, the following institutions be and hereby are designated as depositories of monies received by the County Treasurer, and be it further

Resolved, That the maximum amount which may be kept on deposit at any one time in each depository shall not exceed that listed as follows:

<u>Name of Institution</u>	<u>Maximum Amount</u>
Key Bank of New York	\$ 5,000,000
WSB Municipal Bank	35,000,000
Community Bank NA	20,000,000
JPMorgan Chase Bank, N.A.	10,000,000
RBC Wealth Management	30,000,000
NY Class	25,000,000

and be it further

Resolved, That this resolution shall take effect upon adoption.

Seconded by Legislator: Robert D. Ferris

All members present voted aye.

## **Resolution No. 2**

### **Designation of Official Newspapers for 2021**

By Legislator: William W. Johnson

Resolved, That, pursuant to Section 214 of County Law, the Watertown Daily Times, the Thousand Islands Sun and any other newspaper deemed appropriate, are hereby designated as the official newspapers of the County of Jefferson for the year 2021 for the publication of all local laws, notices and other matters required by law to be published.

Seconded by Legislator: Robert W. Cantwell, III

All members present voted aye.

## **Resolution No. 3**

### **Delegating Authority to the County Auditor to Approve Certain Real Property Tax Refunds**

By Legislator: Anthony J. Doldo

Whereas, Section 556 of the New York State Real Property Tax Law provides a mechanism for the refunding of certain real property taxes by the Board of Legislators based upon the recommendation of the Director of the County Real Property Tax Services Agency pursuant to an application by a taxpayer in cases involving clerical errors, unlawful entries upon the assessment rolls and certain errors in essential fact, and

Whereas, Said Section 556 of the Real Property Tax Law was amended to authorize the Board of Legislators to delegate to the County Auditor, on an annual basis, the authority to approve such refunds in cases where the refund sought does not exceed twenty five hundred dollars, or the maximum allowable under the above-referenced statute, and

Whereas, Such amendment also provides that the County Auditor will report to the Board of Legislators on a monthly basis those refund applications which she has approved during the previous month and further provides that she shall forward to the Board of Legislators for disposition all applications which she denied in whole or in part.

Now, Therefore, Be It Resolved, That pursuant to Section 556 of the Real Property Tax Law, this Board does hereby delegate to the County Auditor the authority to approve certain refunds of real property taxes as outlined in said Section 556 of the Real Property Tax Law in cases where the refund sought does not exceed the amount of twenty five hundred dollars, or the maximum allowable under the above-referenced statute and be it further

Resolved, That this delegation of authority shall remain in effect through the end of calendar year 2021.

Seconded by Legislator: Michael A. Montigelli

All members present voted aye.

Chairman Gray advised that if there were no objections Resolution No. 4 - 17 would all be sponsored and voted on as a block as they are all authorized agency allocations that have already been approved when the 2021 County Budget was adopted. Legislators did not express objections to sponsoring and voting on Resolution Nos. 4 - 17 as a block.

Chairman Gray entertained a motion and second to sponsor Resolution Nos. 4 - 17. Such motion was made by Legislator Nabywaniec and seconded by Legislator Peck. Chairman Gray entertained discussion on Resolution Nos. 4 - 17.

Legislator Jareo asked if any allocations could be made out of Bed Tax Funds. Administrator Hagemann advised that the Thousand Islands Regional Tourism Development Corporation allocation and the Disabled Persons Action Organization allocation are both taken out of the Occupancy Tax Fund, and he understood no other agencies qualify to be paid from those funds. Legislator Jareo questioned whether the Ag Society (Fair) allocation could be made from there, Mr. Hagemann did not believe so, but would check into it. Chairman Gray added that he thought we were at or close to the established threshold for fund balance in that Fund at the present time as extra had been given to the TI Council for special projects in the past.

Legislator Ferris said he has talked to a few hotel owners in the area and they said their occupancy has been down significantly, and if that is the case the balance in the Occupancy Tax fund will be considerably less next year.

Legislator Jareo questioned the individual allocations to libraries that were made in Resolution No. 11 as he felt there were big discrepancies between certain libraries. Mr. Hagemann advised that he would have to find out from the North Country Library System (NCLS) as the County does not define those numbers, the library system does.

Legislator Jareo noted that Resolution No. 10 says that a report will be sent to the County within 30 days before or after the end of the year and wondered if the Ag Coordinator has provided such a report for 2020 as he had not seen it. Mr. Hagemann was aware that Ag Coordinator Jay Matteson sends out a monthly update report, but did not know if a 2020 annual report had been done and would find out and get back to legislators. Legislator Drake, Ag Development Board representative said he thought the annual report had been forwarded but he was not positive.

Chairman Gray stated that research on whether any other agencies can be paid out of the Occupancy Tax Fund instead of the General Fund will be handed off to the Finance & Rules Committee Chairman. And background on library allocations, and whether a 2020 Annual Report is available from the Ag Coordinator will also be researched and sent out to legislators.

#### **Resolution No. 4**

##### **Authorizing an Agreement with County Ag Society for the Provision of Public Benefits Services for Promotion and Publicity**

By Legislator: James a. Nabywaniec

Resolved, That, pursuant to Section 224 of the County Law, the County shall enter into a contract with the following organization for the amount listed herein under the following terms and conditions:

1. The amount to be paid from County funds shall not exceed the funds contained within the 2021 County Budget, payable to the following organization:

Jefferson County Agricultural Society (Fair)	\$5,202
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2. The Organization shall provide the County with services and shall promote and publicize the advantages of Jefferson County in such a mode and manner as it deems appropriate, including, but not limited to, all public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.

3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Organization in which they, on behalf of the Organization, agree to comply with the terms of this resolution.

4. The term of this Agreement shall be one (1) year from January 1, 2021 through December 31, 2021.

5. Within thirty (30) days of the termination of this Agreement, the Organization shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.

6. The Organization shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.

7. On or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Fair Association shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Organization.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

#### **Resolution No. 5**

#### **Authorizing Agreement with Community Action Planning Council of Jefferson County, Inc. for Public Services**

By Legislator: James A. Nabywaniec

Whereas, The Community Action Planning Council of Jefferson County, Inc., hereinafter referred to as "CAPC" has the ability to administer and operate various programs of public service for the County community, in its capacity as the designated Jefferson County antipoverty agency, and

Whereas, The County of Jefferson desires to contract with CAPC to administer and operate such programs for the benefit of the citizens of Jefferson County.

Now, Therefore, Be It Resolved, That the County of Jefferson shall enter into an agreement with CAPC for the provision of services in the form of administration and operation of certain programs within Jefferson County during the year 2021 including the following:

Head Start Program  
Pre-K  
Child Care Resource & Referral  
Weatherization  
Em Power  
Child and Adult Care Food Program  
Childcare Training  
Emergency Services, Food & Utility Assistance, Rent Assistance  
Volunteer Income Tax Assistance (VITA)  
Nutrition Outreach and Education Program  
Summer Food Service Program  
Child Care Provider Registration  
Child Development Associates Credential  
Fair Housing  
Family Development Services  
Holiday Programs  
Ready to Work

and be it further

Resolved, That the County of Jefferson shall provide payment in the maximum amount of One Hundred Six Thousand One Hundred Twenty One Dollars (\$106,121) to CAPC for services so provided under the agreement in the sum of \$26,530.25 in advance of the first day of each quarter beginning January 1, 2021 and be it further

Resolved, That the Chairman of the Board of Legislators be and is hereby authorized and directed to execute such agreement, subject to approval of the County Attorney as to form and content, and be it further

Resolved, That the Council shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated, and be it further

Resolved, That on or before the 1<sup>st</sup> day of January 2022 and at any other time as the Board of Legislators may request, the Directors of the Council shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 6**

**Authorizing Agreement with Cooperative Extension Service of Jefferson County  
for the Provision of Agriculture Home Economics and 4-H Programs**

By Legislator: James A. Nabywaniec

Whereas, Pursuant to Section 224 (8a) of the County Law, the Board of Legislators appropriated the sum of \$676,260 for County fiscal year 2021 for the support and maintenance of the work of the Cooperative Extension Service of Jefferson County and in the conduct of the extended educational programs of the New York State College of Agriculture and Life Sciences, the College of Human Ecology, and other units at Cornell University relating to the betterment of individuals, families and communities of Jefferson County and for the employment by said Association of a professional staff, and

Whereas, Monies furnished by the County as well as the State of New York and the Federal Government will be expended for educational programs under the supervision of Cornell University acting through the Director of Cooperative Extension.

Now, Therefore, Be It Resolved, That the Chairman of the Board of Legislators be and is hereby authorized and directed to execute a memorandum of agreement with the Cooperative Extension Association of Jefferson County, subject to the approval of the County Attorney and Cornell University, which provides for the Association to expend the above referenced funds in accordance with an agreement between the Association and Cornell University as agent for the state for cooperative management of the educational work of the Cooperative Extension Association and the proper supervision of the staff employed therefore, and in accordance with the 2021 Association budget submitted to the Board of Legislators and which further provides that the Association shall render an annual report to this Board of Legislators accounting for receipts, expenditures and financial condition of said Association, and be it further

Resolved, That the Chairman of the Board of Legislators is further authorized to enter into an agreement with said Association which provides for the County Treasurer to pay said Association the sum of \$169,065 in advance of the first day of each quarter beginning January 1, 2021 to the properly bonded treasurer of the Association, and be it further

Resolved, That the Association shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated, and be it further

Resolved, That on or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Association shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

#### **Resolution No. 7**

#### **Authorizing an Agreement with Disabled Persons Action Organization for the Provision of Public Benefits Services for Promotion and Publicity**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to Sections 224 and 225 of County Law, the County shall enter into a contract with the Disabled Persons Action Organization under the following terms and conditions:

1. The Disabled Persons Action Organization shall provide the County with its services and shall promote and publicize the advantages of Jefferson County in such a mode and manner as it deems appropriate, including, but not limited to, all external public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.
2. The amount to be paid from County funds shall not exceed Four Thousand Three Hundred Dollars (\$4,300) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Disabled Persons Action Organization in which they, on behalf of the Disabled Persons Action Organization, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2021 through December 31, 2021.
5. Within thirty (30) days of the termination of this Agreement, the Disabled Persons Action Organization shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The Disabled Persons Action Organization shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Disabled Persons Action Organization shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Disabled Persons Action Organization.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

**Resolution No. 8**

**Authorizing an Agreement with Fort Drum Regional Liaison Organization  
for the Provision of Public Benefits Services**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to Section 224 of the County Law, the County shall enter into an agreement with the Fort Drum Regional Liaison Organization (FDRLO) under the following terms and conditions:

1. The FDRLO shall assist Jefferson County in fostering strong positive communications that enhance the interrelationships between military and civilian people who reside in the Fort Drum Region.
2. The amount to be paid from County funds shall not exceed Twenty Five Thousand Dollars (\$25,000) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the FDRLO in which they, on behalf of the FDRLO, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2021 through December 31, 2021.
5. Within thirty (30) days of the termination of this Agreement, the FDRLO shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The FDRLO shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the FDRLO shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this

Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the FDRLO.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 9**

#### **Authorizing an Agreement with the Jefferson County Historical Society for the Provision of Public Benefits Services**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to Section 224 (12) of the County Law and Section 57.13 of the Arts and Cultural Affairs Law, the County shall enter into an agreement with the Jefferson County Historical Society under the following terms and conditions:

1. The Historical Society shall provide the County with its services and shall promote, maintain and operate a public historical museum in Jefferson County in such a mode and manner as it deems appropriate.
2. The amount to be paid from County funds shall not exceed Sixteen Thousand Four Hundred Two Dollars (\$16,402) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Historical Society in which they, on behalf of the Historical Society, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2021 through December 31, 2021.
5. Within thirty (30) days of the termination of this Agreement, the Historical Society shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The Historical Society shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Historical Society shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Historical Society.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 10**

#### **Authorizing Contract with the Jefferson County Local Development Corporation for the Provision of Economic Development and Agriculture Coordinator Services Within the County**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to Section 224 (14) of the County Law, the County of Jefferson shall enter into an agreement with the Jefferson County Local Development Corporation under the following terms and conditions:

1. The Agency shall provide the County with economic development services to promote and publicize the economic advantages of Jefferson County and to assist business concerns that wish to locate or expand operations within Jefferson County, and render such assistance in furtherance of the economic growth and well being of Jefferson County and its residents.
1. The Agency shall also provide the County with agricultural coordinator services to promote agriculture and agri-business concerns and render such assistance in furtherance of the economic growth and well being of Jefferson County and its residents.
2. The amount to be paid from County funds shall not exceed Four Hundred Fourteen Thousand One Hundred Twenty Dollars (\$414,120) for the term of this agreement. Said amount consisting of Two Hundred Seventy Five Thousand Four Hundred (\$275,400) for economic development services and One Hundred Thirty Eight Thousand Seven Hundred Twenty (\$138,720) for agriculture coordinator services.
3. Payments shall be made by the County Treasurer in the sum of \$69,360 on or about the first day of the year and on or about July 1, 2021, and in the sum of \$275,400 on or about October 1, 2021, the beginning of JCLDC's fiscal year, said payment contingent upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Agency in which they, on behalf of the Agency, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from October 1, 2021 through September 30, 2022 to run concurrent with JCIDA's fiscal year for economic development services and January 1, 2021 through December 31, 2021 for agriculture coordinator services.

5. Within thirty (30) days of the termination of this Agreement, the Agency shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.

6. The Agency shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.

7. On or before the 1<sup>st</sup> day of October 2022, and at any other time as the Board of Legislators may request, the Directors of the Agency shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Agency.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 11**

#### **Authorizing Agreement with the North Country Library System**

By Legislator: James A. Nabywaniec

Whereas, The North Country Library System is a system approved by the NYS Commissioner of Education and is a corporation chartered by the Regents of the University of the State of New York, and

Whereas, The Board of Legislators appropriated \$171,666 to be utilized by free libraries within Jefferson County during calendar year 2021 under the jurisdiction of the North Country Library System for salaries and books.

Now, Therefore, Be It Resolved, That, pursuant to Section 256 of the Education Law, Jefferson County enter into an agreement with the North Country Library System which provides for Jefferson County to pay to said Library System the sum of \$171,666 to be distributed during 2021 to the various free libraries in Jefferson County in accordance with the following distribution schedule:

Library

Dollars

Adams	4,607.89
Adams Center	3,071.92
Alexandria Bay	6,064.11
Antwerp	2,756.55
Belleville	1,729.19
Black River	24,085.00
Brownville	5,611.35
Cape Vincent	4,146.77
Carthage	16,307.82
Chaumont	3,262.76
Clayton	6,617.48
Depauville	1,077.26
Dexter	3,740.90
East Hounsfield	1,035.12
Ellisburg	1,729.19
Evans Mills	17,729.10
Henderson	2,030.83
LaFargeville	2,457.17
Mannsville	1,729.19
Philadelphia	2,907.37
Rodman	1,756.07
Sackets Harbor	4,140.50
Theresa	4,337.90
Thousand Islands Park	1,707.52
Watertown	47,027.06

and be it further

Resolved, That Jefferson County pay to the Library System the sum of \$85,833 in each half of the year, and be it further

Resolved, That, pursuant to Section 450 of the County Law, the Chairman of the Board of Legislators be and is hereby authorized and directed to execute said agreement on behalf of Jefferson County, and be it further

Resolved, That the Library System shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated, and be it further

Resolved, That on or before the 1<sup>st</sup> day of January 2022 and at any other time as the Board of Legislators may request, the Directors of the Library System shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

**Resolution No. 12**

**Authorizing the Payment of Sums to the Jefferson County  
Soil and Water Conservation District as Appropriated**

By Legislator: James A. Nabywaniec

Whereas, The Jefferson County Board of Legislators has appropriated the sum of \$199,757 in the 2021 Budget to be paid to the Jefferson County Soil and Water Conservation District for the expense of maintaining said District and assisting the District in carrying out the provisions of the Soil Conservation Districts Law, and

Whereas, Section 223 of the County Law authorizes that such payments be made upon the adoption of a resolution directing the County Treasurer to make such payment upon certain terms and conditions.

Now, Therefore, Be It Resolved, That, pursuant to Section 223, Subdivision 1 of County Law, the County Treasurer be and is hereby directed to pay out of monies so appropriated in the 2021 County Budget, upon order of the Chairman of the District Directors and upon his giving the appropriate receipt therefore, the sum of Forty Nine Thousand Nine Hundred Thirty Nine and 25/100 Dollars (\$49,939.25) in advance of the first day of each quarter beginning January 1, 2021 to the Jefferson County Soil and Water Conservation District, said monies to be used exclusively for the maintenance of said Conservation District and to assist said Conservation District in carrying out the provisions of the Soil Conservation Districts Law, and be it further

Resolved, That the Conservation District shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated, and be it further

Resolved, That on or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Jefferson County Soil and Water Conservation District shall report in writing to this body a detailed statement of its work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

**Resolution No. 13**

**Authorizing an Agreement with the Sports Fishery Advisory Board  
for the Provision of Public Benefits Services for Promotion and Publicity**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to Sections 224 and 225 of County Law, the County shall enter into a contract with the following organization for the amounts listed herein under the following terms and conditions:

1. The amounts to be paid from County funds shall not exceed the funds contained within the 2021 County Budget, payable to the following organizations:

Sports Fishery Advisory Board	\$1,561
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2. The Organization shall provide the County with its services and shall promote and publicize the advantages of Jefferson County in such a mode and manner as it deems appropriate, including, but not limited to, all public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.

3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Organization in which they, on behalf of the Organization, agree to comply with the terms of this resolution.

4. The term of this Agreement shall be one (1) year from January 1, 2021 through December 31, 2021.

5. Within thirty (30) days of the termination of this Agreement, the Organization shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.

6. The Organization shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.

7. On or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Organization shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Organization.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

## **Resolution No. 14**

### **Authorizing an Agreement with the Thompson Park Conservancy for the Provision of Public Benefits Services**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to Section 224 (12) of the County Law, the County shall enter into an agreement with the Thompson Park Conservancy under the following terms and conditions:

1. The Thompson Park Conservancy shall provide the County with its services and shall promote, maintain and operate a public zoological park and living museum in Jefferson County in such a mode and manner as it deems appropriate.
2. The amount to be paid from County funds shall not exceed Fifty Four Thousand One Hundred One Dollars (\$54,101) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Thompson Park Conservancy in which they, on behalf of the Thompson Park Conservancy, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one year from January 1, 2021 through December 31, 2021.
5. Within thirty (30) days of the termination of this Agreement, the Thompson Park Conservancy shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this agreement.
6. The Thompson Park Conservancy shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Thompson Park Conservancy shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Thompson Park Conservancy.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

**Resolution No. 15**

**Authorizing an Agreement with the Thousand Islands Regional Tourism Development Corporation for the Provision of Public Benefits Services for Promotion and Publicity**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to Sections 224 and 225 of County Law, the County shall enter into a contract with Thousand Islands Regional Tourism Development Corporation (TIRTDC) under the following terms and conditions:

1. The Corporation shall provide the County with its services and shall promote and publicize the advantages of Jefferson County in such a mode and manner as it deems appropriate, including, but not limited to, all public media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.
2. The amount to be paid from County funds shall not exceed Three Hundred Forty four Thousand Dollars (\$344,000) for the term of this agreement.
3. Payments shall be made by the County Treasurer in the sum of \$172,000 on or about the first day of the year and on or about July 1, 2021, said payments contingent upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Corporation in which they, on behalf of the Corporation, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2021 through December 31, 2021.
5. Within thirty (30) days of the termination of this Agreement, the Corporation shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The Corporation shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Corporation shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.
8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Corporation.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 16**

#### **Authorizing an Agreement with the Jefferson County Volunteer Transportation Center for the Provision of Public Benefits Services**

By Legislator: James A. Nabywaniec

Resolved, That, pursuant to Section 224 of the County Law, the County shall enter into a contract with the Jefferson County Volunteer Transportation Center under the following terms and conditions:

1. The Center shall render centralized services, training and coordination of volunteer resources in Jefferson County.
2. The amount to be paid from County funds shall not exceed Twenty Six Thousand five Hundred Thirty Dollars (\$26,530) for the term of this agreement.
3. Payment shall be made by the County Treasurer upon receipt of a Memorandum of Receipt duly executed by the principal officer and disbursing officer of the Center in which they, on behalf of Center, agree to comply with the terms of this resolution.
4. The term of this Agreement shall be one (1) year from January 1, 2021 through December 31, 2021.
5. Within thirty (30) days of the termination of this Agreement, the Center shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefor attached. The County Auditor, in her sole discretion, may request such verified accounting be rendered to the County each quarter during the term of this Agreement.
6. The Volunteer Center shall refund to the County at the termination of this Agreement, any monies paid by the County remaining unobligated.
7. On or before the 1<sup>st</sup> day of January 2022, and at any other time as the Board of Legislators may request, the Directors of the Volunteer Transportation Center shall report in writing to this body a detailed statement of work and transactions for the preceding year, and for any other period which this body may request, in such form as it may direct.

8. Such other terms and conditions as the parties may agree to in writing, and be it further

Resolved, That upon execution of the Memorandum of Receipt, as specified in the statutes, this Resolution, the Memorandum of Receipt and such other addenda as may be agreed to by the parties, shall comprise the contract between the County and the Center.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 17**

#### **Authorizing Agreement with the Watertown Urban Mission for the Bridge Program**

By Legislator: James A. Nabywaniec

Whereas, The 2021 County Budget appropriated \$31,000 for the Bridge Program through the Watertown Urban Mission for case management services related to DWI clients (\$5,500 from Stop DWI and \$25,500 from Authorized Agencies), including monitoring of substance abuse treatment, drug testing, home visits, education and ensuring that clients pay court fines, and

Whereas, It is necessary to enter into an agreement with the Bridge Program for the provision of these services.

Now, Therefore, Be It Resolved, That Jefferson County enter into an agreement with the Watertown Urban Mission for the Bridge Program for the term January 1, 2021 - December 31, 2021 to provide case management services to DWI defendants and DWI prevention education to the community and be it further

Resolved, That the Chairman of this Board be and is hereby authorized and directed to execute said agreement on behalf of Jefferson County, subject to the review of the County Attorney as to form and content.

Seconded by Legislator: John D. Peck

All members present voted aye on Resolution Nos. 4 - 17.

### **Resolution No. 18**

#### **Amending the 2020 County Budget in Relation to the HOME Investment Partnership Grant Program**

By Legislator: Michael A. Montigelli

Whereas, By Resolution 91 of 2017, Jefferson County, acting as lead County on behalf of the

North Country HOME Consortium, was authorized to submit applications to the U.S. Department of Housing and Urban Development (HUD) for HOME Investment Partnership Program Grants for Fiscal Years 2018, 2019 and 2020 to assist in providing affordable housing resources within the Consortium area, and

Whereas, Jefferson County, as lead County of the Consortium, has been awarded a 2020 HOME Grant in the amount of \$818,472 for the purpose outlined above.

Now, Therefore, Be It Resolved, That the 2020 County Budget be amended as follows:

**Increase:**

Revenue		
30866800 94995	HOME Program	\$818,472

Expenditure		
30898900 04001	HOME Program	\$818,472

Seconded by Legislator: Robert W. Cantwell, III

Roll Call Vote

Ayes: Jareo, Cantwell, Johnson, Grant, Montigelli, Drake, Nabywaniec, Peck, Doldo, Maxon, Reed, Ferris, Calarco, McBride, Gray

Resolution passed.

**Resolution No. 19**

**Amending the 2021 County Budget to Reappropriate HOME Investment Partnership Grant Program Funds and Recognize Recapture Funds**

By Legislator: Patrick R. Jareo

Whereas, By Resolutions 230 of 2016, 35 of 2017, 230 of 2018, 216 of 2019, and 18 of 2021, the Jefferson County Board of Legislators accepted HOME grant awards, and

Whereas, Jefferson County maintains grant award balances for the HOME Program, and

Whereas, It is necessary to reappropriate these funds in order to provide for the continuation of the program in 2021, and

Whereas, Jefferson County has received HOME recapture funds in accordance with Guidelines and Administrative Procedures, which must be recognized and appropriated to the program account.

Now, Therefore, Be It Resolved, That the 2021 County Budget is hereby amended as follows:

**Increase:**

Revenue		
30000000 30599	Appropriated Fund Balance	\$2,028,801.67
30866800 94995	HOME Program	50,556.20
Expense		
30898900 04001	HOME Program	2,079,357.87

Seconded by Legislator: Anthony J. Doldo

Roll Call Vote

Ayes: Peck, Doldo, Johnson, Maxon, Ferris, Drake, Reed, Montigelli, Jareo, Cantwell, Nabywaniec, McBride, Calarco, Grant, Gray

Resolution passed.

**Resolution No. 20**

**Amending the 2021 County Budget to Reappropriate Community Development Block Grant (CDBG) Program Funds**

By Legislator: Robert D. Ferris

Whereas, By Resolutions 192 of 2018, 55 and 146 of 2019 and 151 of 2020, the Jefferson County Board of Legislators accepted Community Development Block Grant (CDBG) awards and recapture funds, and

Whereas, Jefferson County maintains grant award balances for the CDBG Program, and

Whereas, It is necessary to reappropriate these funds in order to provide for the continuation of the program in 2021.

Now, Therefore, Be It Resolved, That the 2021 County Budget is hereby amended as follows:

**Increase:**

Revenue		
30000000 30599	Appropriated Fund Balance	\$257,741.02
Expense		
30866800 04014	CDBG Housing Rehab	\$219,860.00
30866800 04021	Community Development Expense	37,881.02

Seconded by Legislator: Anthony J. Doldo

Legislator Doldo asked how a public hearing can be held during the pandemic when we can't meet in person. Administrator Hagemann and Chairman Gray advised that there is a link that will be made available for people who want to join the online public hearing and make comments.

Roll Call Vote

Ayes: McBride, Cantwell, Johnson, Nabywaniec, Doldo, Grant, Maxon, Jareo, Ferris, Montigelli, Reed, Peck, Calarco, Drake, Gray

Resolution passed.

### **Resolution No. 21**

#### **Establishing Time and Place for Public Hearing Related to the Status of the Implementation of the 2018 Community Development Block Grant (CDBG) Housing Award**

By Legislator: Robert D. Ferris

Whereas, By Resolution 55 of 2019 the Jefferson County Board of Legislators accepted a Community Development Block Grant (CDBG) award of \$800,000 in program year 2018 from the NYS Office for Community Renewal for an owner-occupied housing rehabilitation assistance program for low to moderate income eligible residents, and

Whereas, Jefferson County is in the process of implementing the County's 2018 award administered by the NYS Office of Community Renewal, and

Whereas, The CDBG implementation process requires grantees to hold a public hearing to obtain the views of the general public on the status and implementation of the award.

Now, Therefore, Be It Resolved, Pursuant to Section 104(A)(2) of the Federal Housing and Community Development Act, as amended, a CDBG public hearing shall be held on Tuesday, January 19, 2021 at 5:30 p.m. in the Board Chambers, Historic Courthouse, 195 Arsenal Street, Watertown, NY, and be it further

Resolved, Notice of such public hearing shall be given in accordance with law.

Seconded by Legislator: Robert W. Cantwell, III

All members present voted aye.

### **Resolution No. 22**

## **Appointment to Jury Board**

By Legislator: Robert D. Ferris

Resolved, That, pursuant to Section 503 of the Judiciary Law, this Board hereby designates Jeremiah J. Maxon as a member of the County Jury Board for a term to expire December 31, 2021, and be it further

Resolved, That, the designation be filed in writing in the Office of the County Clerk.

Seconded by Legislator: John D. Peck

All members present voted aye.

## **Resolution No. 23**

### **Reappointing Members to the Watertown-Jefferson County Area Transportation Council**

By Legislator: William W. Johnson

Whereas, By Resolution No. 202 of 2014 this Board authorized an Amended Agreement with the New York State Department of Transportation and the City of Watertown to form the Watertown-Jefferson County Area Transportation Council (a/k/a Metropolitan Planning Organization {MPO}) and appointed members to the Council, and

Whereas, The initial term of the Amended Agreement is 4/1/14 - 3/31/16 and will be automatically renewed every two years, with provisions for amendments, and

Whereas, The Transportation Council was initially hosted by the NYSDOT, and is comprised of two members each appointed by the City of Watertown and Jefferson County, and three members from NYSDOT, and one member representing the remaining eight local governments within the MPO planning area selected by the MPO, and

Whereas, The terms of the Jefferson County members on the Council have expired.

Now, Therefore, Be It Resolved, That County Legislator John Peck and County Administrator Robert Hagemann be reappointed to the Watertown-Jefferson County Area Transportation Council for terms to expire on December 31, 2021.

Seconded by Legislator: Anthony J. Doldo

All members present voted aye.

## **Resolution No. 24**

### **Appointing Member to Samaritan Senior Village Board of Directors**

By Legislator: Anthony J. Doldo

Whereas, Pursuant to an Adult Care Program Agreement between the County of Jefferson and Samaritan Senior Village, Inc. dated December 26, 2012, the County has the right to nominate one member of its Board of Legislators to be a Member of the Board of Directors of Samaritan Senior Village, Inc., with such representation to remain in place for at least the first ten years of operation as an adult care facility, and

Whereas, Said adult care facility, Samaritan Summit Village, officially opened for business in April, 2013 and it is appropriate that a member of the Board of Legislators be selected to serve on the Board of Directors for Samaritan Summit Village.

Now, Therefore, Be It Resolved, That Frances A. Calarco, be and is hereby nominated as the representative of the Board of Legislators to serve on the Board of Directors of Samaritan Summit Village for a term to expire December 31, 2021.

Seconded by Legislator: Michael A. Montigelli

All members present voted aye.

Legislator Maxon said it was highly hypocritical of some legislators to express objections to waiving the Standing Rules last month with the rationale that they were put in place for a reason, and then turn around not a month later and waive those same Standing Rules to conduct business this evening. Legislator Montigelli thanked Legislator Maxon for not referring to anyone directly as hypocrites.

Legislator Peck asked what was happening with vaccine roll out and what Jefferson County's part to play would be at this point.

Chairman Gray said the vaccine roll out is under the operation of the medical community at this time primarily Samaritan Medical Center, and there are also State and Federal operations running. He said the system is a little clunky and the roll out is that very finite groups have been identified that target specific audiences according to risk factors (**1a**, **1b**, etc) and everything is determined by supply. Deliveries of vaccine arrive with hours notice, or sometimes no notice, with instructions to follow that directs which group has to be vaccinated; they have to mobilize that group and get them vaccinated in a certain length of time or there is a potential recall on the vaccines that have been distributed for that group. It will continue like that through the rest of the **1a** group and on to the **1b** group. The **1b** group is larger, more complex and will take a longer time to run, and then the general population will follow which is even more complex. He added that approximately 90,000 vaccines need to be administered in the entire County over a period of time (including the initial shot and booster) and if you look at the amount of testing that we have done since April we are no where near 90,000; that will give you the magnitude of what it will take to get this job done and the length of time it will take to get it done. Administering the vaccine is a much more complex and labor intensive process than administering a test, and it needs to be done for a large group of people.

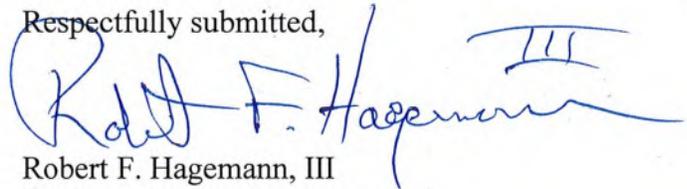
Chairman Gray said Dr. Router from the Champlain Valley Physicians Hospital, who is in charge of vaccinations for our hub operation of counties, said it will be an operation that will exceed anything that anyone has ever seen or witnessed in their lifetime and it will exceed the vaccination for the polio virus; it is supply and demand adjusted, very last minute, very rapid response, and a very staff intensive operation. Dr. Router said "we are flying the plane as we are building it". With regard to a booster after receiving the first shot of the vaccine, Chairman Gray said with certain vaccines a booster is required about 3 weeks after the first one, and both shots have to be from the same manufacturer. With regard to feed back about people who are eligible to take the vaccine but are choosing not to, or the penetration rate, Chairman Gray was not positive about Jefferson County's rate, but understands that Lewis County is reporting a very low penetration rate. He said a lot of people have questions about the vaccine process and unfortunately we just don't have any answers.

Administrator Hagemann advised that Public Health will be vaccinating 200 people tomorrow (Wednesday) and Thursday who have been contacted and are part of the 1a group. Chairman Gray stated that once it gets to the general public the responsibility will be handed over from the hospital to Public Health for vaccine administrations; Public Health has planned for this for 18 years, we have never executed it but Public Health remains confident, focused and very forward thinking and know what is ahead of them. Paralell to that operation he said Public Health still has to run case investigation and contact tracing on the positive cases.

Legislator Nabywaniec thanked Chairman Gray for keeping the Board updated and expressed appreciation to the staff at Public Health for everything they are doing and for their optimism in getting us over the finish line this year.

There being no further business of the Board on a motion by Legislator Montigelli seconded by Legislator Johnson and unanimously carried, the meeting was adjourned at 6:42 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Robert F. Hagemann, III". The signature is written in a cursive style with a large initial "R" and "H".

Robert F. Hagemann, III  
Clerk of the Board