

**REGULAR SESSION  
FIRST DAY**

**Wednesday, August 7, 2019**

The Board Chair called the Board to order, the roll was called and the following Representatives were found to be present:

Frazier, Farwell, Clark, Kennedy, Oberacker, Bliss, Marietta, McCarty, Wilber, Koutnik, Martini, Lapin and Shannon.

Under Privilege of the Floor, Ed Dawyot, Hamlet of Welcome, expressed concerns regarding regulations and deregulations of various utilities, including costs, such as solar and wind. He mentioned the disposal of toxic hazardous waste items including lithium batteries and was concerned where possible storage facilities for these items would be located.

Representative Stammel arrived at 10:04 am during Privilege of the Floor.

Maria Ajello, Otsego County employee, displayed a catalog of tax foreclosure properties in which 19 properties were removed because the property owners were able to pay their taxes before the deadline. She wanted to pay her taxes before the deadline. She cannot understand why the treasurer did not help her. She stressed that the money made from the induction weekend parking go to the animal shelter.

Russ Ahrens, Otsego County employee, voiced that ethics laws of the county and state have been ignored. All expenditure issues are not just a local issue but a state issue. By rescission, get property back to Maria.

The minutes of July 3, 2019 were approved.

The following reports are on file with the Clerk of the Board:

June 2019 Monthly Report of Alternatives to Incarceration Program Services rendered by Catholic Charities of Delaware and Otsego Counties.

The following communications were read and ordered filed:

The NYS Department of Public Service Commission sent a letter that stated NYSEG and RD&E are proposing a rate increase effective April 2020. The Commission has scheduled public statement hearings to gather input on the Companies' proposal.

The reports of the Standing Committees were given and ordered filed.

The reports of the Special Committees were given and ordered filed.

Representative Farwell gave a report from the Otsego County Fair Press Conference that she attended.

Representative Marietta gave an IDA Board Meeting report.

Representative Koutnik moved to dispense with the reading of all reports and resolutions. Seconded, Wilber. Total: 6,228; Ayes: 6,228. Motion carried.

Board Chair Bliss asked if any representative wished to remove a resolution(s) from the consent agenda so it can be acted upon separately.

Representative McCarty removed Resolution No. 199.

Board Chair Bliss called for action on the consent agenda, excluding Resolution No. 199. Representative Koutnik, moved to act upon the consent agenda, Resolution Nos. 200 -221.

#### RESOLUTION NO. 200-20190807

#### RESOLUTION – AUTHORIZING THE CHAIR OF THE BOARD TO CONTRACT WITH VESTAL ASPHALT, INC FOR SURFACE TREATMENTS

OBERACKER, MCCARTY, WILBER, FARWELL, LAPIN

WHEREAS, the Otsego County 2019 Adopted Budget was approved by the Otsego County Board of Representatives on December 5, 2018; and

WHEREAS, the Highway Department budgeted for various Capital Maintenance projects; and

WHEREAS, the Highway Department proposes to use a portion of said funds for various materials, machinery and surface treatments associated with road repairs; and

WHEREAS, the County's Purchasing Agent requested bids (#8693) for said goods and services and after review by the Superintendent of Highways and the Public Works and Administration Committees, Vestal Asphalt, Inc. was selected for

the surface treatment of roads in various locations in the County of Otsego at a cost not to exceed \$100,000 for the period of May 11, 2017 through May 25, 2020; now, therefore, be it

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with Vestal Asphalt, Inc., 201 Stage Road, Vestal, NY 13850 for the milling of roads in various locations in the County of Otsego at a cost not to exceed \$100,000 for the period of May 11, 2017 through May 25, 2020; and be it further

RESOLVED, that said contract shall contain such other terms and conditions as are in the best interest of the County of Otsego; and be it further

RESOLVED, that the funding for this service is included in the 2019 CHIPS budget (5113-D) at line 2121 Capital Maint and in similar budget lines for subsequent years with estimated reimbursement of 100% State funds.

RESOLUTION NO. 201-20190807

RESOLUTION – AUTHORIZING THE CHAIR OF THE BOARD TO  
CONTRACT WITH SUITE KOTE FOR MILLING

OBERACKER, MCCARTY, WILBER, FARWELL, LAPIN

WHEREAS, the Otsego County 2019 Adopted Budget was approved by the Otsego County Board of Representatives on December 5, 2018; and

WHEREAS, the Highway Department budgeted for various Capital Maintenance projects; and

WHEREAS, the Highway Department proposes to use a portion of said funds for various materials, machinery and milling associated with road repairs; and

WHEREAS, the County's Purchasing Agent requested bids (#8693) for said goods and services and after review by the Superintendent of Highways and the Public Works and Administration Committees, Suite Kote was selected for milling of roads in various locations in the County of Otsego at a cost not to exceed \$200,000 for the period of May 11, 2017 through May 25, 2020; now, therefore, be it

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with Suite Kote, 1911 Lorings Crossing Road, Cortland, NY 13045 for the milling of roads in various locations in the County of Otsego at a cost not to exceed \$200,000 for the period of May 11, 2017 through May 25, 2020; and be it further

RESOLVED, that said contract shall contain such other terms and conditions as are in the best interest of the County of Otsego; and be it further

RESOLVED, that the funding for this service is included in the 2019 CHIPS budget (5113-D) at line 2121 Capital Maint and in similar budget lines for subsequent years with estimated reimbursement of 100% State funds.

RESOLUTION NO. 202-20190807

RESOLUTION – AWARDING BID AND AUTHORIZING CONTRACTS  
WITH SUITE KOTE CORPORATION, GORMAN BROS., INC.,  
AND VESTAL ASPHALT, INC. FOR VARIOUS MATERIALS  
AND MACHINERY ASSOCIATED WITH ROAD REPAIRS

OBERACKER, MCCARTY, WILBER, FARWELL, LAPIN

WHEREAS, the Otsego County 2019 Adopted Budget was approved by the Otsego County Board of Representative on December 5, 2018; and

WHEREAS, the Highway Department budgeted for various Capital Maintenance projects; and

WHEREAS, the Highway Department proposes to use a portion of said funds for various emulsions, cold patch, CIPR, milling machines, pavers, rollers, pugmills and other materials and machinery associated with road repairs throughout the County projects; and

WHEREAS, the County's Purchasing Agent requested bids (#8693) for said goods and services; and

WHEREAS, the Superintendent of Highways, after analysis by the Purchasing Agent, and the Public Works Committee have recommended that the contract for this bid be awarded to Gorman Bros., Inc., Vestal Asphalt, Inc., and Suite Kote Corporation; now, therefore, be it

RESOLVED, that the bid is hereby awarded to Gorman Bros., Inc., 200 Church Street, Albany, NY 12202, Vestal Asphalt, Inc., 201 Stage Road, Vestal, NY 13850, and Suite Kote Corporation, 1911 Lorings Crossing Road, Cortland, NY 13045; and be it further

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with Gorman Bros., Inc., Vestal Asphalt, Inc., and Suite Kote Corporation for various materials and machinery associated with general road repairs in the

County of Otsego for the period of May 11, 2017 through May 25, 2020; and be it further

RESOLVED, that said contract to contain such other terms and conditions as are in the best interest of the County of Otsego; and be it further

RESOLVED, that the funding for this expenditure is included in the 2019 Road Construction Projects Budget (5112-D) at line 2093 Seal Program utilizing 100% local funds.

RESOLUTION NO. 203-20190807

RESOLUTION – APPROVING CONTRACT WITH TOWN  
AND COUNTY BRIDGE AND RAIL FOR  
SILANE PENETRATING BRIDGE DECK SEALING

OBERACKER, MCCARTY, WILBER, FARWELL, LAPIN

WHEREAS, the Otsego County 2019 Adopted Budget was approved by the Otsego County Board of Representative on December 5, 2018; and

WHEREAS, the Highway Department budgeted for various Capital Maintenance projects; and

WHEREAS, the Highway Department proposes to use a portion of said funds for silane penetrating bridge deck sealing for necessary projects; and

WHEREAS, the County's Purchasing Agent requested bids (#9075) for said goods and services; and

WHEREAS, the Superintendent of Highways, after analysis by the Purchasing Agent, and the Public Works Committee have recommended that the contract for this bid be awarded to Town and County Bridge and Rail, 64 Edson Street, Amsterdam, NY 12010; now, therefore, be it

RESOLVED, that the bid is hereby awarded to Town and County Bridge and Rail, 64 Edson Street, Amsterdam, NY 12010, and the Chair of the Board is authorized to contract with Town and County Bridge and Rail for silane penetrating bridge deck sealing in the County of Otsego for the period of October 30, 2019 through October 29, 2020 at a cost not to exceed \$25,000; and be it further

RESOLVED, that said contract to contain such other terms and conditions as are in the best interest of the County of Otsego; and be it further

RESOLVED, that the funding for this expenditure is included in the 2019 Road Construction Projects Budget (5112-D) at line 2093 Seal Program and will be contained in similar budget lines for subsequent years utilizing 100% local funds.

RESOLUTION NO. 204-20190807

RESOLUTION – APPROVING AGREEMENTS FOR CONTROL OF SNOW AND ICE ON COUNTY ROADS WITH THE TOWNS OF LAURENS AND PLAINFIELD PURSUANT TO HIGHWAY LAW SECTION 135A

OBERACKER, MCCARTY, WILBER, FARWELL, LAPIN

WHEREAS, Section 135A of the Highway Law provides that the Board of Representatives of any County may appropriate such sums it deems proper for the control of snow and ice on County roads, and

WHEREAS, the work necessary for such control of snow and ice within the boundaries of a County may be delegated by the County to a municipality by agreement pursuant to the authority of Section 135A of the Highway Law; and

WHEREAS, each of the towns listed below have indicated its willingness to perform the functions so delegated to it for the performance of the work of such control of snow and ice upon the terms described herein, and in accordance with such rules and regulations as may be deemed by the Superintendent to be in the best interests of the County; and

WHEREAS, each town board listed below has approved the Snow and Ice Agreement presented to it by the County Highways Superintendent for the period October 1, 2017 to September 30, 2020 and has provided the required insurance and other information; now, therefore, be it

RESOLVED, that the Superintendent of Highways is hereby authorized to sign the Agreement for the Control of Snow and Ice with the following municipalities:

1. Town of Laurens
2. Town of Plainfield

and be it further

RESOLVED, the funds for such agreements are contained in the 2019 Highway Department budget (5142-D) at line 4940 Snow and Ice Town Contracts and in similar budget lines for past and subsequent years.

RESOLUTION NO. 205-20190807

RESOLUTION – APPROVING THE CHAIR OF THE BOARD  
TO CONTRACT WITH OTSEGO READY MIX FOR CONCRETE  
AND CONTROLLED DENSITY FILLS

OBERACKER, MCCARTY, WILBER, FARWELL, LAPIN

WHEREAS, the Otsego County 2019 Adopted Budget was approved by the Otsego County Board of Representative on December 5, 2018; and

WHEREAS, the Highway Department budgeted for various Capital Maintenance projects; and

WHEREAS, of said budget, it is the desire of the Highway Department to use funds for concrete and controlled density fills for necessary projects; and

WHEREAS, the County's Purchasing Agent requested bids (#8937); and

WHEREAS, the Purchasing Agent, on consultation with the Superintendent of Highways, has recommended that the contract be awarded to Otsego Ready Mix, 2 Wells Avenue, Oneonta, NY 13820; now, therefore, be it

RESOLVED, that the bid is awarded to Otsego Ready Mix, 2 Wells Avenue, Oneonta, NY 13820 for the period of May 1, 2019 to April 30, 2020, and the Chair of the Board is authorized to contract with Otsego Ready Mix for transit mix concrete and controlled density fill in the County of Otsego; and be it further

RESOLVED, that said contract to contain such other terms and conditions as are in the best interest of the County of Otsego; and be it further

RESOLVED, that the funding for this expenditure is included in the 2019 CHIPS Budget (5113-D) at line 2121 Capital Maintenance, 2019 Road Construction Projects (5112-D) at line 2020 Local Bridge Repairs, 2019 Maintenance (5110-D) at line 4570 Asphalt/Stone/Sand/Oil and 2019 Maintenance (5110-D) at line 4572 Culverts and will be contained in similar budget lines for subsequent years and consists of 100% State funds for 2019.

RESOLUTION NO. 206-20190807

RESOLUTION – AMENDING RESOLUTION 223-20180905 – AUTHORIZING  
OTSEGO COUNTY COMMISSIONER OF SOCIAL SERVICES  
TO CONTRACT WITH KIDS ONEIDA FOR PREVENTIVE SERVICES

KOUTNIK, CLARK, LAPIN, MARTINI, FRAZIER

WHEREAS, Resolution No. 223-20180905 authorized the Otsego County Commissioner of Social Services to contract with Kids Oneida for up to 3 preventive services staff at a cost not to exceed \$225,975 for a period of September 6, 2018 through September 5, 2019; and

WHEREAS, there is a need to increase the term of the agreement through the end of 2019 to continue to provide these services; now, therefore, be it

RESOLVED, that the Otsego County Commissioner of Social Services is hereby authorized to extend the contract with Kids Oneida, 310 Main Street., Utica, NY 13501 for a total amount not to exceed \$301, 300 for a period of September 6, 2018 through December 31, 2019; and be it further

RESOLVED, that said contract shall contain such other terms and provisions as are in the best interests of the County of Otsego; and be it further

RESOLVED, that the funding for the contract is included in the 2019 Social Services Administration Budget (6010-A) at line 4900 Contract and is 62% Federal and 24% State reimbursable and 14% local cost.

RESOLUTION NO. 207-20190807

RESOLUTION – AMENDING RESOLUTION 117-20190403 – AUTHORIZING OTSEGO COUNTY COMMISSIONER OF SOCIAL SERVICES TO CONTRACT WITH OPPORTUNITIES FOR OTSEGO FOR REIMBURSEMENT UNDER ESPRI FOR CHILD WELFARE SERVICES PROVIDED TO ONEONTA CITY SCHOOL DISTRICT AND AMEND PREVIOUS CONTRACT WITH ONEONTA CITY SCHOOL DISTRICT

KOUTNIK, CLARK, LAPIN, MARTINI, FRAZIER

WHEREAS, Resolution No. 117-20190403 authorized the Otsego County Commissioner of Social Services to contract with Opportunities for Otsego as administrator of the ESPRI funds for the provision of two caseworkers located in the Oneonta City Elementary Schools for the period of January 1, 2018 through September 30, 2019; and

WHEREAS, there is a need to extend the contract term and Opportunities for Otsego is willing to continue acting as administrator; now, therefore, be it

RESOLVED, that the Otsego County Commissioner of Social Services is hereby authorized to contract with Opportunities for Otsego, 3 W. Broadway,



Oneonta, NY 13820 for the period of January 1, 2018 through March 31, 2020 to receive ESPRI funding available for child welfare services being furnished by Otsego County to the Oneonta City School District by the provision of two caseworkers located in the Oneonta City Elementary Schools; said reimbursement estimated to be 14% of the salary, benefits, costs and other additional overhead, if any, necessary for the provision of said services; and be it further

RESOLVED, that said contract and amended contract shall contain such other terms and provisions as are in the best interests of the County of Otsego.

RESOLUTION NO. 208-20190807  
RESOLUTION – AUTHORIZING THE CHAIR OF THE BOARD  
TO CONTRACT WITH COMPREHENSIVE HOME  
ENERGY FOR THE INSTALLATION OF GEOTHERMAL HEATING  
AND COOLING AT THE TINY HOMES

MCCARTY, KENNEDY, KOUTNIK, LAPIN, FARWELL

WHEREAS, Otsego County was awarded a grant through the NYSERDA Clean Energy Communities Grant program to install ground-source (geothermal) heating and cooling to the Tiny Homes and corresponding community center; and

WHEREAS, the Purchasing Agent issued Bid Request Number #OTGOV-010-19 for the installation of ground-source heating and cooling (geothermal) for the Tiny Homes project; and

WHEREAS, the proposal of Comprehensive Home Energy, was approved by the Director of Planning, Solid Waste and Environmental Concerns, and Administration Committees; now, therefore, be it

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with Comprehensive Home Energy, 1430 County Highway 8, Otsego NY 13825, in an amount not to exceed \$96,000 to order and install a ground source heating and cooling system and related equipment, with the contract starting August 2019 and ending upon completion of work no later than June 2021; and be it further

RESOLVED, that said contract shall contain such other terms and conditions as are in the best interest of the County of Otsego; and be it further

RESOLVED, that the funding for this purchase is included in the 2019 Solid Waste & Recycling Prgm Budget (8160-A) at line 4900 Contracts and in similar budget lines for subsequent years with estimated reimbursement of 100% State

funds.

RESOLUTION NO. 209-20190807

RESOLUTION – CREATING A POSITION IN THE  
CHILD ADVOCACY CENTER  
(PART-TIME FORENSIC INTERVIEWER)

KENNEDY, OBERACKER, FRAZIER, KOUTNIK, STAMMEL, MCCARTY

RESOLVED, that the following position is created and authorized to be filled in the Child Advocacy Center, effective October 1, 2019:

**Part-time Forensic Interviewer (#1), Grade 12CC, \$19.2227/hour**

and be it further

RESOLVED, that the funding for this position is included in the 2019 Child Advocacy Center Budget (3700-A) at line 1000 Personal Service with an estimated reimbursement rate of 100% State; and be it further

RESOLVED that the Clerk of the Board be and hereby is authorized and directed to forward a copy of this resolution to the County Treasurer and to the Personnel Officer.

RESOLUTION NO. 210-20190807

RESOLUTION - APPOINTING A DEPUTY COORDINATOR  
FOR THE OFFICE OF EMERGENCY SERVICES

FRAZIER, WILBER, STAMMEL, FARWELL, OBERACKER

RESOLVED, that the following person be and is hereby appointed as a Deputy Coordinator for the Office of Emergency Services for a term commencing June 4, 2019 and ending December 31, 2019:

Jeremy Hilton (Fire) OC-4  
343 Main Street  
Unadilla, NY 13849

RESOLUTION NO. 211-20190807

RESOLUTION – CREATING A POSITION IN THE  
HIGHWAY DEPARTMENT

(MECHANICS HELPER #3)

KENNEDY, OBERACKER, FRAZIER, KOUTNIK, STAMMEL, MCCARTY

RESOLVED, that the following position is created and authorized to be filled in the Highway Department, effective October 1, 2019:

**Mechanics Helper (#3), Grade 11B, \$32, 703 - \$37,821 (\$2,559)**

and be it further

RESOLVED, that the funding for this position is included in the 2019 Machinery Fund Budget (5130-DM) at line 1000 Personal Service; and be it further

RESOLVED that the Clerk of the Board be and hereby is authorized and directed to forward a copy of this resolution to the County Treasurer and to the Personnel Officer.

RESOLUTION NO. 212-20190807

RESOLUTION – AUTHORIZING A STIPEND TO BE PAID  
TO THE STAFF DEVELOPMENT COORDINATOR OF THE  
DEPARTMENT OF SOCIAL SERVICES

KENNEDY, OBERACKER, FRAZIER, KOUTNIK, STAMMEL, MCCARTY

RESOLVED, that Wendy Fink, Staff Development Coordinator for the Department of Social Services, at the request of the Commissioner of Social Services, is authorized to act in the capacity of a Grade B Supervisor by assuming additional supervisory duties, effective July 29, 2019 and continuing until no longer needed; and be it further

RESOLVED, that the Staff Development Coordinator acting in the capacity of a Grade B Supervisor shall be paid an annual stipend of \$2,500, excluding vacations and holidays; and be it further

RESOLVED, that the funding for this stipend is included in the 2019 Social Services Administration Budget (6010-A) at line 1000 Personal Service; and be it further

RESOLVED, that the Clerk of this Board be and is hereby directed to forward a copy of this resolution to the County Treasurer and to the Personnel Officer.

RESOLUTION NO. 213-20190807

RESOLUTION – TRANSFERRING FUNDS IN  
VARIOUS DEPARTMENTS FOR 2019

KENNEDY, OBERACKER, FRAZIER, KOUTNIK, STAMMEL, MCCARTY

WHEREAS, it appears that it will require funds to complete the year 2019 in certain items of the Otsego County Budget; and

WHEREAS, there are unexpended balances in other items of the 2019 budget years; now, therefore, be it

RESOLVED, that the following transfers be and the same are hereby authorized, and the 2019 budget be and are hereby amended accordingly, pursuant to Section 363 of the County Law:

| <b><u>2019 Budget Transfers</u></b> |                            |                        |             |           |
|-------------------------------------|----------------------------|------------------------|-------------|-----------|
| <b><u>A- GENERAL FUND</u></b>       |                            |                        |             |           |
| <b>FROM:</b>                        | Jail                       | Equipment              | 3150-2000-A | 3,500.00  |
| <b>TO:</b>                          | Sheriff                    | Other                  | 3110-4800-A | 3,500.00  |
| <b>FROM:</b>                        | Jail                       | Equipment              | 3150-2000-A | 25,000.00 |
| <b>TO:</b>                          | Sheriff                    | Vehicle Expense        | 3110-4515-A | 25,000.00 |
| <b>FROM:</b>                        | DSS                        | Training               | 6010-4050-A | 12,500.00 |
| <b>TO:</b>                          | DSS                        | Food Stamps/Job Search | 6010-4648-A | 12,500.00 |
| <b><u>D - HIGHWAY</u></b>           |                            |                        |             |           |
| <b>FROM:</b>                        | Road Construction Projects | Seal Program           | 5112-2093-D | 25,000.00 |
| <b>TO:</b>                          | Road Construction Projects | Local Bridge Repair    | 5112-2020-D | 25,000.00 |

RESOLUTION NO. 214-20190807

RESOLUTION – APPROVING 2019 YOUTH BUREAU  
RESOURCE ALLOCATION PLAN

KENNEDY, OBERACKER, FRAZIER, KOUTNIK, STAMMEL, MCCARTY

WHEREAS, pursuant to the requirements of the New York State Office of Children and Family Services, a resolution has to be approved for submittal of the 2019 Youth Bureau Resource Allocation Plan; now, therefore, be it

RESOLVED, that the 2019 Youth Bureau Resource Allocation Program for the programs listed below is hereby approved.

| <b>RECREATION</b>                                       | <b>2019 Recommendation</b> |
|---|----------------------------|
| Butternuts  | \$790                      |
| Worcester   | \$1,665                    |
| Milford   | \$740                      |
| City of Oneonta   | \$5,390                    |
| Town of Oneonta   | \$1,340                    |
| Otego Youth Recreation                                  | \$1,790                    |
| Richfield Springs                                       | \$1,440                    |
| Springfield   | \$1,190                    |
| Town of Hartwick  | \$540                      |
| Unadilla Recreation Program                             | \$1,840                    |
| Youth Bureau - Administration                           | \$6,104                    |
| <b>2019 ALLOCATION</b>                                  | <b>\$22,829</b>            |
|   |                            |
| <b>PROGRAMS</b>   |                            |
| LEAF - Life Skills Training                             | \$1,150                    |
| Community Maternity Services                            | \$8,890                    |
| OFO – Violence Intervention Program                     | \$6,817                    |
| Laurens Youth Employment                                | \$1,300                    |
| Richfield Springs Community Center                      | \$7,149                    |
| Family Services Association – Parenting Resource Center | \$4,100                    |
| Cooperstown Summer Rec.                                 | \$500                      |
| <b>2019 ALLOCATION</b>                                  | <b>\$29,906</b>            |
|   |                            |
| <b>SUMMARY</b>  |                            |
| Recreation  | \$22,829                   |
| Programs  | \$29,906                   |
| <b>TOTAL</b>  | <b>\$52,735</b>            |

RESOLUTION NO. 215-20190807

RESOLUTION – AWARDING THE BID AND AUTHORIZING THE CHAIR OF THE BOARD TO CONTRACT WITH TRI CITY HIGHWAY, COBLESKILL STONE PRODUCTS, AND HANSON AGGREGATES FOR THE PURCHASE OF HOT MIX ASPHALT

OBERACKER, MCCARTY, WILBER, FARWELL, LAPIN

WHEREAS, the Otsego County 2019 Adopted Budget was approved by the Otsego County Board of Representatives on December 5, 2018; and

WHEREAS, the Highway Department budgeted for various Capital Maintenance projects; and

WHEREAS, the Highway Department proposes to use a portion of said funds for hot mix asphalt; and

WHEREAS, the County's Purchasing Agent requested bids (#8696) for said goods and services and after review by the Superintendent of Highways and the Public Works and Administration Committees the bid was awarded for the purchase of hot mix asphalt to: Cobleskill Stone Products at a cost not to exceed \$140,000, Hanson Aggregates at a cost not to exceed \$135,000, and Tri City Highway at a cost not to exceed \$50,000 for the period of May 18, 2019 through May 17, 2020; now, therefore, be it

RESOLVED, that the bid is hereby awarded to Cobleskill Stone Products, PO Box 20, Cobleskill, NY 12043, Hanson Aggregates, 15620 Collections Ctr Drive, Chicago, IL 60693, and Tri City Highway, 111 ½ Beaver Street, Binghamton, NY 13904 in various amounts; and be it further

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with Cobleskill Stone Products, PO Box 20, Cobleskill, NY 12043 for the purchase of hot mix asphalt at a cost not to exceed \$140,000 for the period of May 18, 2019 through May 17, 2020; and be it further

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with Hanson Aggregates, 15620 Collections Ctr Drive, Chicago, IL 60693 for the purchase of hot mix asphalt at a cost not to exceed \$140,000 for the period of May 18, 2019 through May 17, 2020; and be it further

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with Tri City Highway, 111 ½ Beaver Street, Binghamton, NY 13904 for the

purchase of hot mix asphalt at a cost not to exceed \$50,000 for the period of May 18, 2019 through May 17, 2020; and be it further

RESOLVED, that said contracts shall contain such other terms and conditions as are in the best interest of the County of Otsego; and be it further

RESOLVED, that the funding for these goods are included in the 2019 Maintenance budget (5110-D) at line 4570 Asphalt/Stone/Sand/Oil and in similar budget lines for subsequent years utilizing 100% local funds.

RESOLUTION NO. 216-20190807

RESOLUTION - AUTHORIZING THE CHAIR OF THE BOARD TO  
CONTRACT WITH ONONDAGA COUNTY TO BUILD AN  
INTERFACE BETWEEN PEOPLESOFT AND MUNIS

KENNEDY, OBERACKER, FRAZIER, KOUTNIK, STAMMEL, MCCARTY

WHEREAS, the County has a need to build and test software necessary to interface the purchasing software known as PeopleSoft and the financial software known as Munis; and

WHEREAS, Onondaga County has offered to provide to provide this service; and

WHEREAS, the Purchasing Agent was consulted and after discussion with the Director of Information and Technologies, the Deputy Treasurer, and the Administration Committee the use of Onondaga County for this service was approved; now, therefore, be it

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with Onondaga County, 421 Montgomery Street, 13<sup>th</sup> Floor, Syracuse, NY 13202 at a cost not to exceed \$35,000 for the purpose of building and testing an interface between PeopleSoft and Munis; and be it further

RESOLVED, that said contract shall contain such other terms and conditions as are in the best interest of the County of Otsego; and be it further

RESOLVED, that the funding for this purchase is included in the 2019 General Government Support Budget (1989-A) at line 4643 Contracts utilizing 100% local funds.

RESOLUTION NO. 217-20190807

RESOLUTION – AUTHORIZING FILING OF

GRANT APPLICATION WITH NYS HOMELESS HOUSING AND ASSISTANCE CORPORATION

KOUTNIK, CLARK, LAPIN, MARTINI, FRAZIER

WHEREAS, the NYS Homeless Housing and Assistance Corporation (HHAC) and the NYS Office of Temporary and Disability Assistance (OTDA) will have funds available under the Homeless Housing and Assistance Program (HHAP); and

WHEREAS, the County of Otsego through the Commissioner of Social Services intends to apply for Homeless Housing Assistance program (HHAP) and/or Empire State Supportive Housing Initiative (ESSHI) funds to support housing initiatives; and

WHEREAS, the Board's authorization to file this application and to enter into contract agreements upon award is required; now, therefore, be it

RESOLVED, that this Board of Representatives authorizes the filing of an application for Homeless Housing Assistance program (HHAP) and/or Empire State Supportive Housing Initiative (ESSHI) funds to support housing initiatives; and be it further

RESOLVED, that the Chair of this Board be and hereby is authorized to sign any and all agreements and related documents that may be necessary for receipt of said funds from the associated state agency.

RESOLUTION NO. 218-20190807

RESOLUTION – ADOPTING THE OTSEGO COUNTY POLICY FOR EVALUATING NON-ELECTED EMPLOYEES

KENNEDY, OBERACKER, FRAZIER, KOUTNIK, STAMMEL, MCCARTY

WHEREAS, the Administration Committee of this Board approved and authorized the adoption of the Otsego County Policy for Evaluating Non-Elected Employees; and

WHEREAS, the Otsego County Policy for Evaluating Non-Elected Employees will be available for review by any Otsego County employee at the Otsego County Personnel Office and on the County website; now, therefore, be it

RESOLVED, that the Otsego County Board of Representatives hereby approves and adopts the Otsego County Policy for Evaluating Non-Elected Employees, annexed to this resolution, effective March 6, 2019:



**POLICY FOR EVALUATING NON-ELECTED EMPLOYEES  
IN OTSEGO COUNTY**

Every new employee will be evaluated within approximately six (6) months and as needed or appropriate thereafter following appointment, for general discussion and review of employee's overall progress. After permanent appointment, all employees will be evaluated at least every two (2) years, or more often if needed.

All employees will receive a self-evaluation form prior to their scheduled evaluation. This form will be filled out by the employee and brought to his or her evaluation meeting. The evaluator will fill out a form for each employee being evaluated and have that form completed for the evaluation meeting. Evaluation forms are available on the County Intranet under Forms<Personnel.

Each employee's performance will be reviewed to assess areas of strengths and weaknesses. Areas for improvement, goals, objectives and standards will be established. Additional performance evaluations may occur.

Department Head evaluations will be completed by parent committee chair in consultation with committee members. As part of the performance evaluation process, subordinate employees may be invited to submit written comments.

All written performance evaluation forms are required to be submitted to the Personnel Department where they will be placed in the respective employee's personnel file.

*Effective: March 6, 2019 (Resolution No.    of 2019)*

*Replaced: Policy for the Evaluation of Managerial/Confidential Employees in Otsego County and Policy for the Evaluation of Non-Managerial/Confidential Employees in Otsego County*

RESOLUTION NO. 219-20190807

RESOLUTION – AUTHORIZING CHAIR OF THE BOARD TO SIGN  
MEMORANDUM OF AGREEMENT FOR VETERAN  
TRANSPORTATION SERVICES WITH DELAWARE COUNTY

KENNEDY, OBERACKER, MARIETTA, FARWELL, SHANNON

WHEREAS, the Otsego County Veterans' Service Agency (VSA) provides transportation to the Albany VA Medical Center in a 12-passenger van, however due to physical limitations of the veterans, the van is unable to seat passengers at full capacity meaning that the approximate full capacity of the van will be 6-8 veterans; and

WHEREAS, because the average ridership has been low, allowing space for other veterans, it is the desire of Otsego County to offer available seats to veterans residing in Delaware County with extenuating circumstances causing a hardship for them to ride the Delaware County Veterans Van as specified in the Memorandum of Agreement; now, therefore, be it

RESOLVED, that the Chair of the Board be and hereby is authorized to sign the Memorandum of Agreement regarding the above mentioned services as follows:

**Memorandum of Agreement  
between the Otsego County Veterans' Service Agency  
and Delaware County Veterans' Service Agency**

Purpose:

This Memorandum of Agreement (MOA) is to establish a policy for the transportation of veterans who reside outside of Otsego County to the Albany VA Medical Center.

Otsego County Veterans' Service Agency (VSA) provides transportation to the Albany VA Medical Center in a 12-passenger van. Due to physical limitations of the veterans, the van is unable to seat passengers at full capacity. The approximate full capacity of the van will be 6-8 veterans. Between January-April 2019, ridership has averaged 2-3 passengers per day. There are designated routes for pickup within Otsego County and the VSA is willing to provide transportation of 2-3 veterans from outside Otsego County as long as they are able to secure transportation to and from one of the pickup locations.

The terms described above will be accomplished by each agency undertaking the following activities:

Otsego County

1. Otsego County VSA will provide transportation to veterans residing in Delaware County to the Albany VA Medical Center if there are available seats and there are extenuating circumstances which cause a hardship for the veteran to ride the Delaware County Van. An example of this would be the distance to the pickup points. All requests by Delaware County Veterans to ride the Otsego County VA van must be approved by the Veterans Affairs Director for Otsego County.
2. Otsego County will provide transportation services for veterans not needing a wheelchair accessible van.

Delaware County

1. Delaware County VSA will alert the Otsego County VSA of transportation needs of veterans residing in Delaware County at least three (3) days before pickup;

Reporting:

It is the responsibility of Otsego County and Delaware County to maintain all records associated with the transportation of veterans residing outside of Otsego County.

Duration:

This MOA is effective for a period of five years from the effective date of signature by both Chief Elected Officials. This MOA is at-will and may be modified or terminated by mutual consent of the Chief Executive Officials from Otsego County and Delaware County.

RESOLUTION NO. 220-20190807

RESOLUTION – AUTHORIZING CHAIR OF THE BOARD TO SIGN  
A MUNICIPAL AGREEMENT WITH ENERGY IMPROVEMENT CORPORATION  
FOR THE OPEN C-PACE FINANCING PROGRAM

MCCARTY, KENNEDY, KOUTNIK, LAPIN, FARWELL

WHEREAS, Energy Improvement Corporation (EIC) has established the Open C-PACE Program as a sustainable energy financing program pursuant to the Enabling Act through which the County of Otsego may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas

emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, the County of Otsego adopted a Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within Otsego County; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the County of Otsego will participate in Open C-PACE; now, therefore, be it

RESOLVED, that the Chair of the Board be and hereby is authorized to sign the Municipal Agreement regarding the above mentioned services as follows:

**ENERGY IMPROVEMENT CORPORATION  
MUNICIPAL AGREEMENT (OPEN C-PACE)**

This Agreement made as of this \_\_\_ day of \_\_\_\_\_, 2019 (the "Agreement"), by and between Otsego County, a municipal corporation organized and existing under the laws of the State of New York (the "Participating Municipality") and the Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC") (both the Participating Municipality and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), sets forth the duties and obligations of each Party in connection with the Participating Municipality's participation in the Energize NY Open C-PACE Financing Program ("Open C-PACE" or the "Program"), as more fully described herein. Capitalized terms used herein, unless otherwise defined herein, have the meanings assigned to them in Section 1 herein.

WHEREAS, EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the Participating Municipality, may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government;

WHEREAS, the Participating Municipality has adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within the Participating Municipality; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the Participating Municipality will participate in Open C-PACE.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**Definitions.**

“Annual Installment Amount” means, with respect to each Benefited Property, the amount of the Benefit Assessment to be repaid by the Benefited Property Owner in installments made at least annually, in accordance with the schedule attached to the Finance Agreement for such Benefited Property. The Annual Installment Amount may be adjusted to reflect any Financing Charges as provided in Section 4(d) of this Agreement.

“Authority” means The New York State Energy Research and Development Authority, as defined by subdivision two of section 1851 of the Public Authorities Law of the State, or its successor.

“Benefit Assessment” means, as of the date a Finance Agreement is executed, the charge assessed against the Qualified Property, as such assessment may be modified pursuant to Section 4(d) of this Agreement, and as otherwise provided in the Finance Agreement.

“Benefit Assessment Lien” means a lien which evidences a Benefit Assessment and is recorded by EIC, on behalf of the Participating Municipality, on the land records against a Benefited Property.

“Benefited Property” means a Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

“Benefited Property Owner” means the owner of record of a Benefited Property meeting requirements for participation in the Program as an owner.

“Business Day” means any day on which EIC is open for business and banks are not required by law to close in New York, New York.

“Eligible Costs” means costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC’s Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement

“Enabling Act” means Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

“Energy Audit” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Energy Efficiency Improvement” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Finance Agreement” means a written agreement between a Financing Party and a Qualified Property Owner for the financing of a Qualified Project on the Qualified Property to which EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary.

“Financing Charges” means all charges, fees and expenses related to the Loan including accrued interest, capitalized interest, prepayment premiums and penalties as a result of a default or late payment and costs and reasonable

attorneys' fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

"Financing Party" means any third-party capital provider approved by EIC to provide financing to Qualified Property Owners or other financial support to Open C-PACE which has entered into an agreement with EIC to administer Open C-PACE in the Participating Municipality.

"Loan" means a loan made by a Financing Party to a Qualified Property Owner for a Qualified Project pursuant to Open C-PACE.

"Local Law" means Local Law No. \_\_ pursuant to Municipal Home Rule Law and the Enabling Act, authorizing the provision of financing through the Energize NY Open C-PACE Financing Program.

"Municipal Lien" means a lien on Benefited Property which secures the obligation to pay real property taxes, municipal charges or governmentally imposed assessments in respect of services or benefits to a Benefited Property.

"Non-Municipal Lien" means a lien on Benefited Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally-imposed assessments in respect of services or benefits to a Benefited Property Owner or Benefited Property.

"Policies and Procedures" shall have the meaning assigned thereto in Section 3(a)(ii) of this Agreement.

"Qualified Project" means the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

"Qualified Property" means any real property, other than a residential dwelling containing less than three dwelling units, located within the boundaries of the Participating Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this Agreement, the Local Law and the Enabling Act and has become the site of a Qualified Project.

"Qualified Property Owner" means the owner of record of a Qualified Property meeting requirements for participation in the Program as an owner.

"Renewable Energy Systems" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"Renewable Energy System Feasibility Study" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"RPTL" means the Real Property Tax Law of the State, as amended from time to time.

"State" means the State of New York.

## **Representation and Warranties of the Parties.**

### EIC.

EIC hereby represents that it is a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of the State, authorized to implement the Program by arranging Loans to Qualified Property Owners and providing for repayment of the Loans from monies collected by or on behalf of the Participating Municipality as a Benefit Assessment.

EIC represents and warrants that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third-party is required for EIC's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of EIC has been and is duly authorized to bind EIC.

### Participating Municipality.

*Authority.* The Participating Municipality is a municipal corporation, constituting a tax district as defined in Section 1102 of the RPTL of the State, duly organized and existing under the laws of the State and has full legal right, power and authority to (i) adopt the Local Law, (ii) assess, collect, remit and assign Benefit Assessments for Benefited Properties located within its geographical boundaries, (iii) levy Benefit Assessment Liens against Benefited Properties located within its geographical boundaries, (iv) conduct its business and own its properties, (v) enter into this Agreement and to comply with its terms, and (vi) carry out and consummate, by contract or otherwise, all other transactions contemplated by its participation in Open C-PACE.

*Adoption of Local Law.* The Participating Municipality has on July 3, 2019 adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties for Qualified Projects.

*Approvals and Consents.* The Participating Municipality has duly approved the execution and delivery of this Agreement and approved implementation of Open C-PACE by EIC and has authorized EIC to act on its behalf in effectuating Open C-PACE; and any and all consents, authorizations and approvals of any third-party required with respect thereto have been obtained.

*Capacity.* The Participating Municipality has the legal, institutional, managerial, technical, contractual and financial capability to (a) ensure adequate and timely assessment and collection of property taxes in the Participating Municipality, (b) levy and record Benefit Assessment Liens on Benefited Properties within its geographical boundaries, and (c) assign or authorize EIC, on its behalf, to assign the Benefit Assessment Liens to third-party capital providers in connection with the financing of Qualified Projects.

*Binding Obligation.* This Agreement has been duly authorized, executed and delivered by the Participating Municipality and constitutes a legal, valid and binding obligation of the Participating Municipality except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity by a court of competent jurisdiction (whether in an action of law or a proceeding in equity); the defense of sovereign immunity is not available to the Participating Municipality in any proceedings by EIC to enforce any of the obligations of the Participating Municipality under this Agreement.

*No Action.* There is no claim, action, suit, litigation, proceeding, arbitration, inquiry or investigation of any kind, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Participating Municipality, nor is there any basis therefore, (i) affecting the creation, organization or existence of the Participating Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin or in any way contest the execution of this Agreement, the Finance Agreement or any other agreement entered into in connection with the Participating Municipality's participation in the Program, or (iii) seeking to prohibit, restrain, enjoin or in any way contesting or affecting the validity or enforceability of the Local Law, this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

*No Material Default.* The Participating Municipality is not in material default under any finance agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness of the Participating Municipality. The execution and delivery of this Agreement, and the adoption of the Local Law and



compliance with the respective provisions hereof and thereof, will not conflict with or constitute a breach of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Participating Municipality is a party or by which it or any of its property is bound.

**Obligations of EIC.**

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

Program Requirements.

The establishment and administration of Open C-PACE to provide financing to Qualified Properties within the Participating Municipality in order to promote, facilitate and finance Qualified Projects in accordance with the terms of the Local Law and this Agreement.

Receive and review (or provide for the review of) applications submitted by Qualified Property Owners within the Participating Municipality for the financing of Qualified Projects, and the approval or disapproval of such applications in accordance with the Authority's guidelines, any restrictions imposed by the Participating Municipality, and the policies and procedures adopted by EIC with respect to Open C-PACE (the "*Policies and Procedures*"). The governing Board of EIC reserves the right to reject an application for financing for any reason.

Prepare and deliver to the Participating Municipality by February 15<sup>th</sup> of each calendar year an annual report (the "*Annual Report*") which Annual Report may be filed by the Participating Municipality on the land records and shall contain information related to each Benefited Property within the Participating Municipality through December 31<sup>st</sup> of the immediately preceding calendar year, identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot) including:

A list of each Benefited Property for which a Qualified Property Owner executed a Finance Agreement during the prior calendar year (for which a Benefit Assessment Lien was added by EIC, on behalf of the Participating Municipality, to its land records in accordance with Section 3(d) below);

A list of each Benefited Property within the Participating Municipality where the Benefit Assessment and all obligations under the related Finance Agreement have

been satisfied or paid in full during the prior calendar year, including the satisfaction date and a copy of the notice of satisfaction;

The total Annual Installment Amount paid to each Financing Party for each Benefited Property in the Participating Municipality during the prior calendar year;

For each Benefited Property with an outstanding Benefit Assessment, (i) the Annual Installment Amount collected in the current year, (ii) any amount of the Annual Installment Amount due and remaining uncollected in the current year, including any Financing Charges, and (iii) the Annual Installment Amount due to be collected in the following calendar year; and

All other information EIC may deem to be relevant to each Benefited Property within the Participating Municipality.

#### Qualified Project Requirements.

If a Qualified Property Owner requests financing from EIC under the Program, EIC shall:

Require performance of an Energy Audit or Renewable Energy System Feasibility Analysis on the Qualified Property that assesses the expected energy cost savings of the Energy Efficiency Improvements or Renewable Energy Systems over the useful life of such Energy Efficiency Improvements and/or Renewable Energy Systems before approving such financing;

Impose requirements and criteria to ensure that the proposed Energy Efficiency Improvements or Renewable Energy Systems are consistent with the purpose of the Program;

Require that the Qualified Property Owner obtain the consent of any existing holder of a mortgage on the Qualified Property substantially in the form of Exhibit C attached hereto, prior to the recording of a Benefit Assessment Lien against the Qualified Property;

Receive the certificates of completion executed by the Benefited Property Owner or its duly authorized representative during or following installation or construction of the Qualified Project to determine compliance with the Policies and Procedures; and

Verify and report to the Participating Municipality on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program.

Finance Agreement for Qualified Project. The Financing Party and the Qualified Property Owner shall enter into a Finance Agreement for the Qualified Project which shall set forth the terms and conditions for the disbursement and repayment of the Loan and the duties and obligations of the parties with respect to the acquisition, construction

and installation of the Qualified Project. EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary to the Finance Agreement. The Finance Agreement shall state (a) the legal description of the Benefited Property, (b) the total Benefit Assessment that will be levied against the Benefited Property which shall include the cost of the Qualified Project together with any Eligible Costs and Financing Charges approved by EIC and by the Financing Party, (c) the fixed rate of interest on the Loan, and (d) a schedule of the Annual Installment Amounts due in each year of the Loan. Additionally, the Finance Agreement shall disclose the Financing Charges and risks associated with participation in the Program, including the risk of foreclosure in case of nonpayment of any Annual Installment Amount. Upon execution of the Finance Agreement by the Financing Party and the Qualified Property Owner, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property."

Levy and Recording of Benefit Assessment Lien.

Upon execution of a Finance Agreement, EIC, on behalf of the Participating Municipality, shall promptly record the Benefit Assessment Lien against the Benefited Property in the land records for properties in the Participating Municipality. The Benefit Assessment Lien shall be substantially in the form of Exhibit A to this Agreement and include a legal description of the Benefited Property and a schedule of the Annual Installment Amounts due in each year of the Loan. There shall be no charge, mortgage recording tax or other fee for recording the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality. As provided in the Enabling Act and the Local Law, the Benefit Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the Benefited Property on which they are made until they are paid. The Benefit Assessment shall be payable by the Benefited Property Owner in Annual Installment Amounts as provided in the Finance Agreement. Only delinquent Annual Installment Amounts that are due and owing may be subject to enforcement.

Pursuant to the Finance Agreement, the final amount of the Benefit Assessment may be adjusted after the recording of the Benefit Assessment Lien on the land records for the Participating Municipality. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, additional Financing Charges,

or an amendment to the Finance Agreement. In the event that the final Benefit Assessment needs to be adjusted at the completion of the Qualified Project, or any other time, EIC, on behalf of the Participating Municipality, will record the new Benefit Assessment Lien on the land records to reflect such adjustment, together with a new schedule of Annual Installment Amounts. Such recording of the new Benefit Assessment Lien against the Benefited Property shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Participating Municipality.

#### Annual Installment Liens.

As provided in the Local Law, each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. Payment to the Financing Party shall be considered payment for this purpose. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

The Benefit Assessment Lien shall be automatically reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPTL or any other State or Local Law. No Annual Installment Amount shall be recovered by the Participating Municipality, EIC, or any assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.

Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Participating Municipality, at the same time and in the same manner as real property taxes or municipal charges.

Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC or the Financing Party, as may be provided in the Finance Agreement.

Final Payment and Release. Upon notice from the Financing Party that the Benefit Assessment has been satisfied and paid in full, together with all Eligible Costs and Financing Charges provided under the Finance Agreement, EIC, on behalf of the Participating Municipality, will execute a Satisfaction and Release of Benefit Assessment Lien (the "Release") substantially in the form attached hereto as Exhibit D, and record the Release on the land records for the Participating Municipality. There shall be no charge, mortgage recording tax or other fee for recording the Release on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality.

Billing and Collection of Annual Installment Amounts.

The Finance Agreement shall provide for the repayment of the Benefit Assessment in Annual Installment Amounts. EIC will act as the Participating Municipality's agent in the billing and collection of the Benefit Assessment for each Benefited Property listed in the Annual Report in accordance with the related Finance Agreement.

In the event of a default in payment of any Annual Installment Amount for a Benefited Property, EIC agrees to take at least the following steps to collect the delinquent Annual Installment Amount on behalf of the Participating Municipality:

Mail a written notice of delinquency and demand for payment to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail; and

Mail a second notice of delinquency to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Benefited Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, then the Financing Party may redeem the Benefited Property and pursue collection of the delinquent Annual Installment Amounts as provided in paragraph (h) of this Section 3.

Collection of Delinquent Payments.

If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter have the right to collect any amounts

in respect of an Annual Installment Lien by foreclosure pursuant to the RPTL or any other remedy available at law.

EIC shall provide written notice to the Participating Municipality of the institution of a judicial foreclosure or other proceeding against any Benefited Property located within the Participating Municipality for payment of delinquent Annual Installment Amounts.

**Obligations of the Participating Municipality.**

Appointment of EIC as Agent. The Participating Municipality hereby appoints EIC to act as its agent in the administration of the Open C-PACE Program within the Participating Municipality and in its dealings with Financing Parties, Qualified Property Owners and Benefited Property Owners. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien, any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties hereunder.

Assignment of Benefit Assessment Lien.

The Participating Municipality authorizes EIC, on its behalf, to sell or assign any and all Benefit Assessment Liens and Annual Installment Liens to a Financing Party that provides financing to a Qualified Property pursuant to a Finance Agreement. The Assignment of Benefit Assessment Lien shall be in substantially the form attached hereto as Exhibit B, and shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality at the same time as the Benefit Assessment Lien.

The Financing Party may sell or assign for consideration any and all Benefit Assessment Lien and Annual Installment Liens received from EIC, on behalf of the Participating Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. Any such assignment shall be in a form acceptable to EIC, and shall be filed by the Financing Party or, at its request and upon indemnification, by EIC, on the land records for the Participating Municipality. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as EIC would have had if the Benefit Assessment Lien and Annual Installments Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. There shall be no charge, mortgage recording tax or other fee for recording of any assignment on the land records for the Participating Municipality if filed by EIC, in the same manner as if recorded by the Participating Municipality.

### Notices.

Within 10 days of EIC's request, the Participating Municipality will provide written notice to EIC of any delinquency in the payment of real property taxes by a Benefited Property Owner if the Benefited Property is subject to a Benefit Assessment Lien.

The Participating Municipality will also provide written notice to EIC of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any Benefited Property for delinquent real property taxes if such Benefited Property is subject to a Benefit Assessment Lien.

### Promotion of Program; Assistance to EIC; Modification of Program.

The Participating Municipality shall use good faith efforts to assist EIC in local marketing efforts and outreach to the local business community to encourage participation in the Program such as including Program information on the Participating Municipality's website.

The Participating Municipality shall use good faith efforts to assist in gathering and providing information for EIC to administer the Program.

Except with respect to Qualified Properties for which an application has previously been submitted, the Participating Municipality may at any time modify Open C-PACE by changing the types of properties that may receive financing for Qualified Projects. The Participating Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Participating Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

### **Indemnification**

EIC agrees that it will protect, defend, indemnify and hold harmless the Participating Municipality and its officers, agents and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the negligent actions of EIC's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

### **Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Benefit Assessments for Benefited Properties in the Participating Municipality have been paid in full or deemed no longer outstanding. The Participating Municipality may opt-out of

continuation in the program at any time on sixty (60) days advance notice to EIC, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.

**Default.**

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided, however, in no event shall either Party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 6 of this Agreement.

**Remedies Upon Default.**

Should the Participating Municipality default in any of its obligations hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

EIC may sue the Participating Municipality for specific enforcement of this Agreement;

EIC shall have the right to discontinue providing any new financings to Qualified Properties located within the Participating Municipality.

EIC may suspend the Participating Municipality's membership in EIC.

EIC shall have all other rights and remedies provided by law.

**Miscellaneous.**

Assignment or Transfer.

Except as provided in Section 4(b) hereof, neither Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State or to a private party or entity without the prior written consent of the other Party.

Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.



RESOLUTION NO. 221-20190807

RESOLUTION – AUTHORIZING COMMISSIONER OF SOCIAL SERVICES TO CONTRACT WITH CROSSROADS INN, LLC FOR CASE MANAGEMENT SERVICES

KOUTNIK, CLARK, LAPIN, MARTINI, FRAZIER

WHEREAS, funding is available from through the DSRIP program for case management services in connection with County programs for persons who are homeless; and

WHEREAS, Crossroads Inn, LLC has agreed to provide the needed case management services in connection with other services to homeless persons that they provide pursuant to a contract with the County, and DSRIP has approved the use of DSRIP funds for this purpose; now, therefore, be it

RESOLVED, that the Commissioner of Social Services, on behalf of the County of Otsego, is hereby authorized to contract with Crossroads Inn, LLC, located at 3937 State Highway 7, Oneonta, NY for case managements services for homeless persons not to exceed \$82,201 for the term July 18, 2019 to September 30, 2020 with additional terms that are in the best interests of the County; and be it further

RESOLVED, that the funding for this contract is included in the 2019 Social Services Administration Budget (6010A) at line 4900 Contracts and will be contained in similar budget lines for subsequent years and consists of 100% State funds.

Seconded, Clark. Roll call vote on Consent Agenda. Total: 6,228; Ayes: 6,228. Adopted.

RESOLUTION NO. 199-20190807

RESOLUTION – AMENDING RESOLUTION 3-20190102 - AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION SCHOHARIE & OTSEGO COUNTIES

STAMMEL, CLARK, MARTINI, SHANNON, LAPIN

WHEREAS, Resolution No. 3-20190102 authorized the Chair of the Board to execute an agreement with Cornell Cooperative Extension Schoharie & Otsego Counties for support and maintenance of the work of the Cooperative Extension for the period January 1, 2019 to December 31, 2019 in an amount not to exceed

\$160,000 for the contract term; and

WHEREAS, there is a need for an additional \$17,000 of emergency funding to continue support to the various programs at Cornell Cooperative Extension; now, therefore, be it

RESOLVED, that the Chair of the Board be and hereby is authorized to contract with the Cornell Cooperative Extension Schoharie & Otsego Counties for the purpose of providing funds to pay towards the support and maintenance of the work of the Cooperative Extension, for a total amount not to exceed \$177,000 for the contract term January 1, 2019 to December 31, 2019; and be it further

RESOLVED, that said contract shall contain such other terms and provisions as are in the best interests of the County of Otsego; and be it further

RESOLVED, that the funding for this contract is included in the 2019 Extension Association Budget (8751-A) at line 4680 Annual Support Agreement utilizing 100% local funds.

Seconded, Koutnik. Roll call vote. Total: 6,228; Ayes: 6,228. Adopted.

Representative Oberacker introduced a late resolution from the floor "AUTHORIZING THE SALE OF COUNTY OWNED PROPERTY AT ROSES HILL IN THE TOWN OF OTSEGO TO OTSEGO LAND TRUST AND AUTHORIZING CHAIR TO EXECUTE REQUIRED DOCUMENTS" and make a motion in accordance with Rule 49, to suspend Rules 26 and 27.

Seconded, Koutnik. 2/3 roll call vote. Total: 6,228; Ayes: 4,455; Noes: 1,368- Frazier, Clark, McCarty; Abstained: 405- Bliss. Motion carried.

RESOLUTION NO. 222-20190807

RESOLUTION - AUTHORIZING THE SALE OF COUNTY OWNED  
PROPERTY AT ROSES HILL IN THE TOWN OF OTSEGO TO OTSEGO  
LAND TRUST AND AUTHORIZING CHAIR TO  
EXECUTE REQUIRED DOCUMENTS

OBERACKER

WHEREAS, the County of Otsego owns property located in the Town of Otsego, Roses Hill, Tax Map No. 39.00-2-3.0 and consisting of approximately 99 acres; and

WHEREAS, the County has utilized a portion of this property for construction

of a public safety tower as part of its public safety communications system; and

WHEREAS, the County has determined that retaining 13.42 acres for said tower and ancillary uses is sufficient for County purposes and has solicited sealed bids by public advertisement for the remaining 86.33 acres; and

WHEREAS, the County has engaged in publicly soliciting sealed bids on two separate occasions, and most recently the Administration Committee on April 19, 2019 reviewed the responses to the second round of bidding; and

WHEREAS, the only bid received as a result of both the first and second rounds of solicitation was that of Otsego Land Trust for \$151,000; now, therefore, be it

RESOLVED, that the County hereby declares that pursuant to County Law section 215 said remaining 86.33 acres are not required for public use for the reasons described above as the acreage retained is more than adequate for County purposes; and be it further

RESOLVED, that the County, having offered the property for sale by public advertisement on two separate occasions, approves and accepts the bid of the Otsego Land Trust in the amount of \$151,000 for the purchase of 86.33 acres of the real property located at Roses Hill, Town of Otsego and as described on survey by Kaatskill Mountain Surveyors, 23 Maple Street, Oneonta, NY, dated June 4, 2018 and to be filed in the Otsego County Clerk's Office; and be it further

RESOLVED, that the Chair of the Board is authorized to sign a deed and other documents necessary to complete the transfer of all right, title and interest in said real property to the Otsego Land Trust.

Seconded, Marietta, Lapin. 2/3 roll call vote. Total: 6,228; Ayes: 4,455; Noes: 1,368- Frazier, Clark, McCarty; Abstained: 405- Bliss. Adopted.

Representative Koutnik motioned to adjourn. Seconded, Lapin. Total: 6,228; Ayes: 6,228. Motion carried.

All the general business of the Board having been transacted, the Board Chair declared the meeting adjourned until Wednesday, September 4<sup>th</sup>, 2019 at 10:00 a.m.