

**SEVENTH REGULAR SESSION**

Johnstown, NY

July 9, 2018

Roll Call – Quorum Present

Supervisors: Argotsinger, Blackmon, Born, Bradt, Breh, Fagan, Greene, Groff, Handy, Howard, Kinowski, Lauria, Perry, Potter, Rice, Selmsler, Waldron, Wilson, Young

TOTAL: Present: 19 Absent: 1 (Supervisor Callery)

Chairman Groff called the meeting to order at 1:00 p.m. Following the Pledge of Allegiance, Chairman Groff asked if there was anyone from the public who wished to address the Board.

**PUBLIC SPEAKER**

*Stephen Smith, Executive Director of Mohawk Valley Economic Development District* – Mr. Smith explained that he was present to provide an update on activities that MVEDD does to support Mohawk Valley counties. Mr. Smith provided an overall background of MVEDD services, including infrastructure planning and development, business loans and assistance to local governments. There are 50 Board of Directors at MVEDD, four (4) are from Fulton County (Supervisors Waldron, Born, Potter and Wilson). Mr. Smith continued that his agency works very closely with Fulton County Center for Regional Growth and its President, Ron Peters. He also stated that MVEDD can provide funding for job development for any type of agriculture related business and can lend funds. He further explained that approximately six (6) or seven (7) years ago, Fulton County stopped providing funds to support MVEDD, but that MVEDD still provides services to the region. MVEDD is also involved in the Clean Energy Program, which provided grants to local municipalities through NYSERDA. MVEDD worked with Fulton County to help it get a grant in the amount of \$150,000.00.

Chairman Groff next asked Joseph DeCristofaro, Capital District OTB Representative to join him for presentation of the 2018 OTB Student Scholarship awards.

Jon Stead, Administrative Officer/Clerk of the Board, advised that this is the time of year when the County Board of Supervisors and the Capital District OTB jointly sponsor a scholarship essay competition for high school seniors in Fulton County on the topic of County government. First place winner receives \$500.00, second place winner receives \$300.00 and the third place winner receives \$200.00 toward first year college expenses.

Mr. DeCristofaro and Chairman Groff then presented certificate of awards to the following students:

- 1st place Winner – Maria Danise – Gloversville High School
- 2nd place Winner - Olivia Cromer - Broadalbin-Perth High School
- 3rd place Winner - Abigail Levin - Johnstown High School

All award winners also received a Fulton County “Posi+ive” water bottle, key chain and pen.

Chairman Groff then asked Mr. Stead for the reading of the Communications on the Late Agenda.

### **LATE COMMUNICATIONS:**

1. Letter from NYS Division of Criminal Justice Services, dated 4 June 2018, to Jon R. Stead  
**Subj:** Approval of 2018 Alternative to Incarceration Service Plan (Supervisor Lauria requested a copy)
2. Communication from Tioga County Legislature  
**Subj:** Resolution No. 135-18 Requesting New York State Legislature to Support Acts to Amend the Executive Law in Relation to the Cost of Maintenance and Operation of Veterans' Service Agencies (Supervisor Born requested a copy)

### **UPDATES FROM STANDING COMMITTEES**

**Personnel:** Supervisor Lauria advised that on the Agenda today are two (2) Collective Bargaining Agreements slated for approval.

### **REPORTS OF SPECIAL COMMITTEES**

**Inter-County Legislative Committee of the Adirondacks:** Supervisor Potter stated that Fulton County was the host for Inter-County meeting on June 21 and the meeting was very well-attended. Chairman Groff gave the opening remarks and David Karpinski, Executive Director of the Parkhurst Field Foundation, gave a presentation on "Field of Dreams". He continued that the group went to Partners Pub for lunch. He also thanked the Chairman of the Board, Jon R. Stead and the Board staff for hosting the event.

**Soil and Water Conservation District:** Supervisor Greene advised that the District Board met on June 19. He further advised that fish sales went well. Some field work is being done as well as culvert work in Northville and a sewer line in Johnstown. There was work done at the airport. Mr. Greene said that the Soil and Water District is looking into selling the boat washing system that they have on advice from District Field Manager John Persch. The next meeting will be held on July 24.

### **CHAIRMAN'S REPORT**

Chairman Groff advised that the presentation that was done at the Inter-County Meeting on the "Field of Dreams" was very interesting and informative.

### **PUBLIC HEARING: PROPOSED 2018-2019 FMCC BUDGET**

Chairman Groff opened the Public Hearing at 1:26 p.m. to receive comments on the Tentative Budget for Fulton-Montgomery Community College as related to the financial share and obligation of Fulton County for the fiscal year beginning September 1, 2018, pursuant to Chapter 631 of the Laws of 1965.

Chairman Groff recognized Dr. Dustin Swanger, President, FMCC, and invited him to provide a brief overview of the proposed 2018-2019 FMCC Operating Budget.

Dr. Swanger advised that the FMCC Budget for 2018-2019 totals \$18,132,437.00, which is a 1.9 percent decrease from the current year's Budget. He further advised that enrollment has been going down at the College as well as all around the country. The College is asking for a \$50,000.00 increase from each county sponsor. Dr. Swanger stated that the full-time equivalent (FTE) reimbursement rate is \$2,847.00. He further stated that with fewer state dollars, FMCC will use approximately \$250,000.00 in Fund Balance to balance the Budget. Tuition will be increasing by \$150.00 per student. The 2018-2019 cost per year for a student to attend FMCC is \$4,600.00. Dr. Swanger provided a chart of annual tuition rates in New York State to compare FMCC's rate to other SUNY Community Colleges.

Dr. Swanger thanked Chairman Groff for attending the graduation ceremony that was held in Schenectady due to the gym at FMCC being renovated.

Supervisor Greene asked why the enrollment is going down at FMCC. Dr. Swanger responded that when the economy is up, fewer people go to college, and this was true throughout the country.

Chairman Groff asked if there was anyone present who wished to make comments regarding the 2018-2019 FMCC Budget. There being no one, Chairman Groff advised that he would keep the public hearing open.

## **RESOLUTIONS**

***No. 265 (Resolution Authorizing an Intermunicipal Agreement Between Fulton County and Village of Broadalbin for Use of its Wastewater Treatment Plant (SMART Waters Initiative):***

Mr. Stead advised that this initiative was launched more than three (3) years and it was a "historic event" for Fulton County and was quite an accomplishment.

Supervisor Young said it was great for BOCES and FMCC to lower the water costs.

***No. 268 (Resolution Amending the Rules of Order to Realign Committee Oversight for the Department of Solid Waste and Rename the Standing Committee on Building and Grounds/Highway to Standing Committee on Public Works):*** Mr. Stead explained that due the change in the Standing Committee Structure, Ms. Kuntzsch, Budget Director, would be sending out a new Budget Schedule.

Chairman Groff asked again if there were any members of the public who wished to make comments regarding the Tentative Budget for Fulton-Montgomery Community College as related to the financial share and obligation of Fulton County for the fiscal year beginning September 1, 2018, pursuant to Chapter 631 of the Laws of 1965. There being no interested speakers, Chairman Groff closed the Public Hearing at 1:43 p.m.

**PUBLIC HEARING: PROPOSED 2018 FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (MICROENTERPRISE GRANT PROGRAM)**

Chairman Groff then opened the Public Hearing at 1:44 p.m. to receive comments regarding proposed 2018 Fulton County Community Development Block Grant (Microenterprise Grant Program) and asked if there was anyone present who wished to make comments.

***Ronald Peters, President, Fulton County Center for Regional Growth:*** Mr. Peters commented that he endorses the application for submittal. He advised that it was a great program and Fulton County has had great success with the prior two (2) Microenterprise grants. To date, the grants have created 33 jobs in Fulton County.

*(Resolutions continued to be deliberated on.)*

Chairman Groff called again for any speakers for the Public Hearing on proposed 2018 Fulton County Community Development Block Grant (Microenterprise Grant Program). There being no one, Chairman Groff closed the Public Hearing at 1:52 p.m.

Upon a motion by Supervisor Waldron, seconded by Supervisor Wilson and unanimously carried, the Committee entered into Executive Session at 1:53 p.m. to discuss collective bargaining.

Upon a motion by Supervisor Waldron, seconded by Supervisor Blackmon and unanimously carried, the Committee re-entered into Regular Session at 2:22 p.m.

Upon a motion by Supervisor Waldron, seconded by Supervisor Lauria and unanimously carried, the Committee entered into Executive Session at 2:32 p.m. to discuss pending litigation.

Upon a motion by Supervisor Fagan, seconded by Supervisor Lauria and unanimously carried, the Committee re-entered into Regular Session at 2:53 p.m.

Upon a motion by Supervisor Waldron, seconded by Supervisor Greene and unanimously carried, the Committee adjourned at 2:54 p.m.

*Certified by:*

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*Jon R. Stead, Administrative Officer/      DATE*  
*Clerk of the Board*

**Resolution No. 257**

Supervisors FAGAN and ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION 131 OF 2018 TO CORRECT CONTRACT AMOUNTS TO INCLUDE CONTINGENCY ALLOWANCE WORK TASKS TO THE R & B CONSTRUCTION CONTRACT FOR THE FULTON COUNTY OFFICE BUILDING RENOVATION PROJECT (2017 CAPITAL PLAN)

WHEREAS, Resolution 131 of 2018 awarded a bid to R & B Construction for the Fulton County Office Building Renovation Project (2017 Capital Plan); and

WHEREAS, a key paragraph identifying Contingency Allowance work tasks was omitted from Resolution 131 of 2018, which now requires correction; now, therefore be it

RESOLVED, That upon the recommendation of the Purchasing Agent, Planning Director and Committees on Buildings and Grounds/Highway, and Finance, the contract award to R & B Construction, Amsterdam, New York, for the Fulton County Office Building Renovation Project be and hereby is amended to include a \$99,000.00 Contingency Allowance to allow for additional work tasks as follows:

- Replace additional sidewalks along West Main Street
- Replace sidewalks in front of OFA
- Replace basement windows
- Clean exterior limestone
- Replace damaged limestone panels
- Additional landscaping/signage
- Replace granite curb on West Main Street
- Repave parking lot off West Main Street
- Repair concrete retaining walls in parking lot off West Main Street

and, be it further

RESOLVED, That the final contract mount be reflected as follows:

|                                      |                     |
|--------------------------------------|---------------------|
| Base Bid                             | \$364,000.00        |
| Alternate Bid 2 (Repave Parking Lot) | \$ 16,000.00        |
| Contingency Allowance Work Tasks     | <u>\$ 99,000.00</u> |
|                                      | \$479,000.00        |

and, be it further

**Resolution No. 257 (Continued)**

RESOLVED, That this be a charge to account H.8020.1620-2100.0900-County Office Building Ext. Renovations; and be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Planning Director, Superintendent of Highways and Facilities, All Bidders, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor WALDRON and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 258**

Supervisor FAGAN offered the following Resolution and moved its adoption:

RESOLUTION DESIGNATING COUNTY ROADS FOR SNOW AND ICE CONTROL  
DURING WINTER OF 2018-2019

WHEREAS, Section 129 of the Highway Law provides that the Board of Supervisors of any county may annually appropriate and expend such sums as it deems proper and necessary for removal of snow, the control of ice and the erection and removal of snow fencing on county roads of the county; and

WHEREAS, Section 129 of the Highway Law further provides that said Board of Supervisors shall designate the county roads from which snow is to be removed, under the direction of the County Superintendent of Highways; now, therefore be it

RESOLVED, That the county roads, as described and attached hereto, be and they hereby are designated as County Roads from which snow shall be removed by the Fulton County Superintendent of Highways, upon which he shall cause to be created and removed the necessary snow fence or other structures to prevent the drifting of snow upon these roads and necessary sanding and ice control; and the entire cost of the work shall be a charge against Fulton County; and, be it further

RESOLVED, That the plowing of these roads is contingent upon the cooperation of the property owners abutting these roads, who must allow the free use of their land by the Fulton County Superintendent of Highways; should any property owner(s) refuse to allow the free use of their lands for the purpose of erection and removal of snow fencing, such action shall be just cause for the Fulton County Superintendent of Highways to refuse to remove snow from the county road upon which this permission is denied; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Highway Superintendent and Administrative Officer/Clerk of the Board.

Seconded by Supervisor LAURIA and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

COUNTY ROADS OF FULTON COUNTY  
DESIGNATED FOR  
SNOW AND ICE CONTROL DURING WINTER OF  
2018-2019

| <u>Rd. No.</u> |   | <u>Length</u> |
|----------------|---|---------------|
| 101            | St. Rte. 29A westerly to Co. Rd. 131                          | 1.76          |
| 102            | Phelps St.-G'ville City Line northeasterly to St. Rte.<br>30A |               |
|                | (2.12 Tn. Johnstown; 1.34 Tn. Mayfield)                       | 3.44          |
| 103            | St. Rte. 67 southeasterly to Montgomery Co. Line              | 0.57          |
| 104            | St. Rte. 29A southerly to Co. Rd. 119                         | 2.35          |
| 105            | St. Rte. 920J westerly to Gloversville City Line              | 0.27          |
| 106            | St. Rte. 29 southeasterly to St. Rte. 30                      |               |
|                | (2.85 Tn. Mayfield; 1.42 Tn. Perth)                           | 4.25          |
| 107            | Johnstown City Line easterly to Co. Rd. 132                   |               |
|                | (3.26 Tn. Johnstown; 6.51 Tn. Perth; 4.97 Tn.<br>Broadalbin)  | 14.56         |
| 108            | St. Rte. 331 westerly to Herkimer Co. Line                    | 4.02          |
| 109            | Co. Rd. 110 southerly to Saratoga Co. Line                    |               |
|                | (0.24 Tn. Northampton; 1.43 Tn. Broadalbin)                   | 1.67          |
| 110            | Broadalbin Village Line northerly to Saratoga Co. Line        |               |
|                | (6.59 Tn. Broadalbin; 0.98 Tn. Northampton)                   | 7.54          |
| 111            | St. Rte. 29A northerly to Kasson Drive                        | 1.37          |
| 112            | St. Rte. 29A easterly to St. Rte. 309                         |               |
|                | (2.22 Tn. Caroga; 6.62 Tn. Bleecker)                          | 8.77          |
| 113            | Northville Village limits to Saratoga Co. Line                | 1.46          |
| 114            | St. Rte. 29 southerly to Montgomery Co. Line                  | 2.81          |
| 116            | St. Rte. southerly to Sammons ville                           | 4.37          |
| 116A           | Montgomery Co. Line northerly to Co. Rd. 116<br>intersection  | 0.56          |



|      |  |       |
|------|--|-------|
| 117  | Co. Rd. 107 Tryon Tech. Park Road  | 1.29  |
| 119  | St. Rte. 29 northwesterly to Herkimer Co. Line   |       |
|      | (5.00 Tn. Ephratah; 6.59 Tn. Stratford)  | 11.56 |
| 120  | Co. Rd. 108 to Dolgeville Village limits   | 2.55  |
| 121  | Gloversville City Line to Co. Rd. 122  | 0.51  |
| 122  | Johnstown City Line northeasterly to Co. Rd. 102   | 5.42  |
| 123  | St. Rte. 30 northeasterly to Co. Rd. 152   |       |
|      | (4.28 Tn. Mayfield, 1.88 Tn. Northampton)  | 6.19  |
| 125  | Co. Rd. 112 to Hamilton Co. Line   | 7.38  |
| 126  | Co. Rd. 155 to Montgomery Co. Line   |       |
|      | (3.19 Tn. Broadalbin; 2.41 Tn. Perth)  | 5.59  |
| 130  | St. Rte. 30 to St. Rte. 30   | 0.52  |
| 131  | St. Rte. 29 northerly to Co. Rd. 101   | 2.06  |
| 131A | Johnstown City Line westerly to Co. Rd. 131<br>intersection  | 1.58  |
| 132  | Co. Rd. 107 southerly to Montgomery Co. Line   | 3.02  |
| 137  | St. Rte. 29A to Cape Horn Rd.  | 3.76  |
| 138  | Co. Rd. 110 southerly to St. Rte. 29   | 4.61  |
| 140  | St. Rte. 10 to Montgomery Co. Line   | 2.52  |
| 142  | Co. Rd. 107 southerly to Montgomery Co. Line   | 2.61  |
| 142A | St. Rte. 67 northeasterly to Co. Rd. 142 intersection  | 0.97  |
| 143  | Northville Village Limits to Hamilton Co. Line   | 1.56  |
| 145  | Co. Rd. 112 northerly to Barlow Rd.  | 1.31  |
| 146  | Co. Rd. 102 northeasterly to St. Rte. 30<br>(1.63 Tn. Mayfield; 0.09 Vill. Mayfield; 1.75 Tn.<br>J'town) | 3.42  |
| 148  | Johnstown City Line southerly to Montgomery Co.<br>Line  | 0.64  |

|     |   |             |
|-----|---|-------------|
| 149 | Co. Rd. 113 northerly to Northville Village limits  | 1.16        |
| 150 | Co. Rd. 108 easterly to St. Rte. 331  | 1.15        |
| 151 | St. Rte. 29 south to Co. Rd. 108  | 2.18        |
| 152 | St. Rte. 30 northerly to St. Rte. 920H  | 3.02        |
| 153 | Airport Rd.-St. Rte. 67 northerly   | 0.32        |
| 154 | G'ville City Line easterly to St. Rte. 30A & St. Rte.<br>349  |             |
| 155 | northeasterly to St. Rte. 30A (0.67 Tn. J'town; 0.79 Tn.<br>M'field)                                    | 1.49        |
|     | St. Rte. 29 easterly to St. Rte. 30 easterly to St. Rte. 29<br>(0.04 Tn. Broadalbin; 1.23 Tn. Mayfield) | 1.31        |
| 156 | St. Rte. 67 northerly to St. Rte. 29  | 1.28        |
| 157 | St. Rte. 349 northerly to Co. Rd. 154   | 0.87        |
| 158 | St. Rte. 29 southerly to Co. Rd. 107<br><br>(0.32 Tn. Mayfield; 1.38 Tn. Perth)                         | <u>1.70</u> |
|     | TOTAL   | 143.32      |

**Resolution No. 259**

Supervisors FAGAN and ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AUTHORIZING 2018-2019 AGREEMENTS FOR SNOW AND ICE CONTROL ON CERTAIN DESIGNATED ROADS

RESOLVED, That the Chairman of the Board of Supervisors and the County Highway Superintendent are hereby empowered and directed to enter a written agreement with the following towns in Fulton County for snow and ice control on certain designated County roads during the season of 2018-2019, at a cost of \$5,000.00 per mile:

| <u>Town</u> | <u>Mileage</u> | <u>Cost</u>  |
|-------------|----------------|--|
| Bleecker    | 2.11           | \$10,550.00 (incl. contract for plowing Tower Rd.) |
| Caroga      | 5.13           | \$25,650.00  |
| Ephratah    | 7.52           | \$37,600.00  |
| Johnstown   | 6.68           | \$33,400.00  |
| Mayfield    | 5.95           | \$29,750.00  |
| Northampton | 9.63           | \$48,150.00  |
| Perth       | 3.02           | \$15,100.00  |
| Stratford   | <u>8.91</u>    | <u>\$44,550.00</u>                                 |
| TOTAL       | 48.95          | \$244,750.00                                       |

and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Superintendent of Highways and Facilities, Budget Director/County Auditor and Administrative Officer/ Clerk of the Board.

Seconded by Supervisor WILSON and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 260**

Supervisors FAGAN and ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING CONTRACT WITH THE TOWN OF BLEECKER FOR  
2018-2019 WINTER MAINTENANCE OF THE COMMUNICATIONS TOWER ROAD**

WHEREAS, the County Highway Department is responsible for plowing and sanding the road leading to the Fulton County Communications Tower to provide access during winter months; said road being approximately 0.80 miles long; and

WHEREAS, the Town of Bleecker already plows the road connecting to the County's portion of said road; now, therefore be it

RESOLVED, That the Chairman of the Board be and hereby is authorized to sign a contract with the Town of Bleecker to maintain the road leading to the Communications Tower during the winter months, at a cost not to exceed \$4,000.00 (pro-rated from \$5,000.00 per mile); said contract subject to the approval of the County Attorney; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Superintendent of Highways and Facilities, Town of Bleecker, Budget Director/County Auditor and Administrative Officer/ Clerk of the Board.

Seconded by Supervisor BRADT and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 261**

Supervisor FAGAN offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING RECIPROCAL AGREEMENT BETWEEN THE  
DEPARTMENT OF HIGHWAYS AND FACILITIES AND THE CITY OF JOHNSTOWN  
FOR SNOW AND ICE CONTROL ON COUNTY ROAD 148 AND MAPLE AVENUE**

WHEREAS, the County of Fulton owns and is responsible for the snow and ice control of County Road 148 from the Johnstown City line (Glebe Street) to the Montgomery County line; and

WHEREAS, the City of Johnstown owns and is responsible for the snow and ice control of Maple Avenue from North Perry Street to the Johnstown City line; and

WHEREAS, the Superintendent of Highways and Facilities and the Johnstown City Engineer have discussed sharing services for plowing during future winter seasons; and

WHEREAS, the City of Johnstown has agreed to provide snow and ice control on County Road 148 from the Johnstown City line (Glebe Street) to the Montgomery County line in exchange for the County providing snow and ice control of Maple Avenue from North Perry Street to the Johnstown City line; now, therefore be it

RESOLVED, That the Chairman of the Board be and hereby is authorized and directed to sign an Agreement with the City of Johnstown to provide snow and ice control during future winter seasons for County Road 148 from the Johnstown City line (Glebe Street) to the Montgomery County line and for Maple Avenue from North Perry Street to the Johnstown City line as summarized herein; and, be it further

RESOLVED, That said agreement is subject to the approval of the County Attorney; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, County Attorney, Superintendent of Highways and Facilities, City of Johnstown, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor YOUNG and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 262**

Supervisors FAGAN and ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING CONTRACT WITH AUCTIONS INTERNATIONAL CORPORATION TO SELL CERTAIN SURPLUS EQUIPMENT (HIGHWAY AND FACILITIES DEPARTMENT)**

WHEREAS, the Superintendent of Highways and Facilities has recommended a contract with Auctions International Corporation to sell surplus vehicles on behalf of the County; and

WHEREAS, there is no cost to the County to utilize Auctions International Corporation because it charges purchasers a “buyer premium” added to the bid price; now, therefore be it

RESOLVED, That the Chairman of the Board be and hereby is authorized and directed to sign a contract between the County of Fulton and Auctions International Corporation, of East Aurora, NY, to sell surplus vehicles, with compensation equaling a Buyer’s Premium of 10 percent as follows:

| <u>Year</u> | <u>Vehicle</u>                  | <u>Mileage/Hours</u> | <u>VIN /Serial Number</u> | <u>Estimated Value</u> |
|-------------|---------------------------------|----------------------|---------------------------|------------------------|
| 1977        | Allis Chalmer Backhoe           | 2313 hrs             | 166349                    | \$1,000.00             |
| 1980        | Ingersoll Rand Roller           | 2209 hrs             | 234698                    | \$ 500.00              |
| 2004        | John Deere Mower                | 1038 hrs             | M054CBC046063             | \$ 600.00              |
| 1975        | Ingersoll Rand Air Compressor   | 1656 hrs             | 39300                     | \$ 200.00              |
|             | 2,000 Gallon plastic water tank |                      |                           | \$ 700.00              |
|             | FWD Wing                        |                      |                           | \$ 50.00               |
|             | Grader Head Plow                |                      |                           | \$ 100.00              |
|             | FWD Rolling Frame #1            |                      |                           | \$ 25.00               |
|             | FWD Rolling Frame #2            |                      |                           | \$ 25.00               |
|             | Calcium Chloride Tank           |                      |                           | \$ 25.00               |
|             | Simplicity Snow blower          |                      | 00425                     | \$ 20.00               |
|             | 300 Gallon Samson Tank          |                      |                           | \$ 200.00              |

and, be it further

RESOLVED, That said contract shall be contingent upon the approval of the County Attorney; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, County Attorney, Superintendent of Highways and Facilities, Auctions International Corporation, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BORN and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 263**

Supervisor FAGAN offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING ADVERTISEMENT FOR BIDS FOR UNLEADED  
GASOLINE FOR THE CENTRAL FUEL DEPOTS LOCATED AT THE COUNTY  
SERVICES COMPLEX AND SOLID WASTE DEPARTMENT**

RESOLVED, That the Purchasing Agent be and hereby is authorized and directed to advertise for sealed bids for the purchase of unleaded fuels for the fuel dispensing system located at the County Services Complex and Solid Waste Department (and according to further specifications which may be obtained at the Office of the Purchasing Agent, Room 203, County Office Building, Johnstown, NY 12095, during usual business hours); and, be it further

RESOLVED, That said bids must be addressed to Jon R. Stead, Purchasing Agent, Room 203, County Office Building, Johnstown, NY, 12095, and received by said Purchasing Agent no later than 2:00 p.m., August 8, 2018; and, be it further

RESOLVED, That the Board of Supervisors reserves the right to reject any or all bids; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Superintendent of Highways and Facilities, Solid Waste Deputy Director, Budget Director/County Auditor and Administrative Officer/Purchasing Agent.

Seconded by Supervisor BREH and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 264**

Supervisor WALDRON offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING INTERMUNICIPAL AGREEMENT BETWEEN FULTON COUNTY AND STEUBEN COUNTY TO TRADE AN ALJON COMPACTOR FOR AN INGERSOLL-RAND 10 TON ROLLER (SOLID WASTE DEPARTMENT)**

WHEREAS, the County of Fulton Solid Waste Department owns a 2007 Aljon Compactor that is surplus for operations at the County Landfill; and

WHEREAS, the County of Steuben Department of Public Works owns a 1992 Ingersoll-Rand 10 Ton Roller that is surplus for operations at its County Landfill; and

WHEREAS, the Director of Solid Waste recommends an Inter-municipal Agreement for an even exchange of said Aljon Compactor for said Ingersoll-Rand Roller; and

WHEREAS, the Director of Solid Waste reports that the items of equipment are of approximately the same value and the Roller is useful for work in the Fulton County Landfill; now, therefore be it

RESOLVED, That the Chairman of the Board be, and hereby is, authorized to sign an Intermunicipal Agreement with the County of Steuben to trade County of Fulton's 2007 Aljon Compactor in an even exchange for the County's 1992 Ingersoll-Rand 10 Ton Roller; and, be it further

RESOLVED, That said Agreement is subject to the approval of the County Attorney; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Solid Waste Director, Steuben County Legislature, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor SELMSER and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)



**Resolution No. 265**

Supervisors WALDRON AND ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AUTHORIZING AN INTERMUNICIPAL AGREEMENT BETWEEN  
FULTON COUNTY AND VILLAGE OF BROADALBIN FOR USE OF ITS WASTEWATER  
TREATMENT PLANT (SMART WATERS INITIATIVE)

WHEREAS, Resolution 213 of 2013 authorized a Contract with Environmental Design Partnership, LLP to Prepare a Model for Fulton County's "SMART Waters" System and amending the 2013 Capital Plan Therefor; and

WHEREAS, Resolution 163 of 2014 supporting the creation of a regional water and wastewater system in Fulton County; and

WHEREAS, Resolution 506 of 2015 authorized a contract with Environmental Design Partnership, LLP (EDP) to prepare a Map, Plan and Report to create Fulton County Sewer District No. 2, Vail Mills; and

WHEREAS, Resolution 413 of 2017 authorized a Memorandum of Agreement between the County of Fulton and the Village of Broadalbin for use of the Village Wastewater Treatment Plant to Service County Sewer District No. 2; now, therefore be it

RESOLVED, That based upon the recommendation of the Committees on Economic Development and Environment, and Finance, the Chairman of the Board, be and hereby is, authorized the sign an Inter-municipal Agreement between the County of Fulton and Village of Broadalbin as attached and made a part hereof; and, be it further

RESOLVED, That copies of this Resolution be forwarded to the County Treasurer, Planning Director, Village of Broadalbin, Town of Mayfield, Town of Broadalbin, Environmental Design Partnership, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor PERRY and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**INTERMUNICIPAL AGREEMENT  
BETWEEN  
FULTON COUNTY AND THE VILLAGE OF BROADALBIN**

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This Intermunicipal Agreement dated the 8th of June, 2018 by and between the Fulton County Board of Supervisors having its principal office at 223 West Main Street, Johnstown, NY 12095, hereinafter referred to as COUNTY and the Village of Broadalbin having its principal offices at P.O. Box 6, 16 West Main Street, Broadalbin, NY 12025, hereinafter referred to as VILLAGE.

WHEREAS, the COUNTY created the Fulton County Water and Sewer Agency to develop COUNTY Water and Sewer Districts; and

WHEREAS, the Fulton County Water and Sewer Agency is the Fulton County Board of Supervisors; and

WHEREAS, the COUNTY has created Fulton County Sewer District No. 2: Vail Mills, hereinafter referred to as the DISTRICT; to service the Vail Mills Development Area; and

WHEREAS, the COUNTY needs sewer treatment capacity to treat the wastewater to be collected by the sewer collection system to service the DISTRICT; and

WHEREAS, the VILLAGE has an outstanding wastewater treatment plant that has excess wastewater treatment capacity; and

WHEREAS, the COUNTY desires to utilize that excess capacity to treat wastewater that will be collected from the proposed DISTRICT; and

WHEREAS, the VILLAGE desires to provide some of its excess wastewater treatment capacity to the COUNTY; and

WHEREAS, General Municipal Law, Article 5-G authorizes municipalities to enter into Intermunicipal Agreements;

Now, therefore by mutual consent of the COUNTY and VILLAGE it is agreed as follows:

**I. VILLAGE'S WASTEWATER TREATMENT PLANT:**

- A. The COUNTY and VILLAGE hereby acknowledge and agree that the VILLAGE's existing Wastewater Treatment Plant (PLANT) has a design capacity and has been issued a NYS SPEDES Permit to treat up to 150,000 gallons/day (gpd) of wastewater flow.

- B. The COUNTY and VILLAGE hereby acknowledge and agree that as of the date of this Agreement, the VILLAGE's PLANT is treating approximately 100,000 gpd of wastewater flow.
- C. The COUNTY and VILLAGE hereby acknowledge and agree that, as of the date of this Agreement, the VILLAGE's PLANT has approximately 50,000 gpd of excess capacity.
- D. The VILLAGE hereby approves having the COUNTY connect the Vail Mills wastewater collection system servicing the DISTRICT into the VILLAGE's PLANT.
- E. The VILLAGE shall supply some of the excess capacity in the VILLAGE's PLANT to treat wastewater that would be transported from the DISTRICT to the VILLAGE's PLANT as defined at the time of this agreement.

## **II. VILLAGE'S RESPONSIBILITIES:**

### **1. GENERAL:**

- A. The VILLAGE shall be solely responsible for permitting, operating, maintaining and repairing the VILLAGE's PLANT in accordance with all local, State and federal laws, permits, rules, regulations and standards.
- B. The VILLAGE shall be solely responsible for paying for all costs associated with permitting, operating, maintaining and repairing the VILLAGE's PLANT.

### **2. RECORD KEEPING:**

- A. The VILLAGE shall maintain accurate records on the total daily wastewater flow into its PLANT.
- B. The VILLAGE, by January 31<sup>st</sup> of each year, shall submit a written letter report to the COUNTY identifying what the average daily wastewater flow was at the VILLAGE's PLANT for each month in the preceding year.

### **3. WASTEWATER INFRASTRUCTURE IN FULTON COUNTY SEWER DISTRICT NO. 2: VAIL MILLS (the DISTRICT):**

- A. The VILLAGE agrees to take over ownership of all wastewater infrastructure installed by the COUNTY in the DISTRICT. For the purpose of this Agreement, wastewater infrastructure shall include sewer lines, valves, manholes, pump stations and related items transporting wastewater to the VILLAGE's Plant. The VILLAGE shall take over ownership of this infrastructure after the 1-year warranty period has expired on all new wastewater infrastructure installed by the COUNTY.
- B. Once the VILLAGE takes over ownership, the VILLAGE shall be responsible for the operation, maintenance, repair and cost of all wastewater infrastructure installed by the COUNTY for wastewater services in the DISTRICT.

C. The VILLAGE agrees that once the COUNTY turns over ownership of wastewater infrastructure to the VILLAGE, the COUNTY shall retain the sole right to utilize said infrastructure for the purpose of adding additional customers within the DISTRICT.

**4. SEWER RATE:**

A. The VILLAGE shall charge users in the DISTRICT the in-VILLAGE rates and fees established for customers in the VILLAGE. The VILLAGE sewer rates are based on property classification such as residential, commercial, and industrial as determined by the VILLAGE.

B. Customers in the DISTRICT shall be responsible for paying to the VILLAGE an annual fee equivalent to the EDU charge Village Customers pay to contribute to the debt service payments the VILLAGE makes on its Wastewater Treatment Plant.

**5. METER READING:**

A. Prior to, and in order to continue, connection into the sewer collection system servicing the DISTRICT, the property owner shall install and maintain water meter(s) on any water source servicing the property. This cost shall be the responsibility of the property owner. The VILLAGE shall approve of the type of water meter installed. All water meters shall be equipped to read in gallons and shall be such that they can be read from the external accessible portion of the building.

B. The VILLAGE shall read all water meters of customers in the DISTRICT. The VILLAGE shall read the meters at the frequency needed to prepare regular sewer usage bills to all customers in the DISTRICT.

C. The VILLAGE shall submit to the COUNTY a copy of the readings for all customers in the DISTRICT.

D. If the VILLAGE determines an error was made in any water meter reading, it shall immediately notify the Customer of said error and all corrections made by the VILLAGE.

**6. BILLING:**

A. The VILLAGE shall prepare and mail regular bills to all customers in the DISTRICT based upon the meter readings taken by the VILLAGE.

B. The VILLAGE shall bill/invoice customers at the same frequency it bills/invoices VILLAGE customers.

C. The VILLAGE shall invoice customers in the DISTRICT for the fees identified in Section II, Subsection 4, of this Agreement.

D. The VILLAGE shall send a monthly report to the COUNTY identifying all customers who are delinquent on sewer payments due the VILLAGE. The report

shall include the customer's name, property address, amount owed and the number of months delinquent.

- E. The COUNTY shall make the VILLAGE whole for any unpaid sewer invoices greater than six (6) months overdue.

**7. RULES AND REGULATIONS:**

- A. All customers in the DISTRICT shall comply with all requirements of the VILLAGE's Sewer Use Law, with the exception of Articles 3 and 4.

**8. MISCELLANEOUS:**

- A. The VILLAGE shall support applications for grant/loan funding the COUNTY may apply for to help pay for the cost of installing new wastewater infrastructure in the DISTRICT or expanding the VILLAGE's Wastewater Treatment Plant.

**III. COUNTY RESPONSIBILITIES:**

**1. FULTON COUNTY SEWER DISTRICT NO. 2: VAIL MILLS (the DISTRICT):**

- A. The COUNTY shall be solely responsible for administering and amending the DISTRICT.

**2. SEWER COLLECTION SYSTEM FOR FULTON COUNTY SEWER DISTRICT NO. 2: VAIL MILLS (the DISTRICT):**

- A. The COUNTY shall be solely responsible for the design, permitting, construction and cost of a sewer collection system to service the DISTRICT.
- B. The COUNTY shall be solely responsible for acquiring all easements and rights-of-way necessary for construction and maintenance of the sewer collection system located in the DISTRICT.

**3. FUTURE EXPANSION OF VILLAGE'S PLANT:**

- A. The COUNTY agrees to expand the VILLAGE's plant as described below:

Phase I: Design

- 1. Within 12 months of the date of execution of this Inter-municipal Agreement, the COUNTY shall complete a Preliminary Engineering Design of the Phase I Upgrade Construction Plan, which shall be shared with the VILLAGE.
- 2. Upon receipt from the VILLAGE of a written certification that the VILLAGE's PLANT has received 135,000 gpd or more of wastewater flow for six (6) months during any 12-month period, the COUNTY shall

immediately proceed to final design of the project to expand the VILLAGE PLANT's capacity by 75,000 gpd to 225,000 gpd.

3. The COUNTY shall commence design/permitting work on this expansion as soon as possible but not greater than (3) months from the date of the written certification from the VILLAGE. The expedited planning is necessary to avoid disruption of service in the DISTRICT.

#### Phase I: Construction

1. Upon receipt from the VILLAGE of a written certification that the VILLAGE's plant has received 135,000 gpd or more of wastewater flow for six (6) consecutive months, the COUNTY shall proceed to construct the expansion of the VILLAGE's plant to increase its capacity by 75,000 gpd to 225,000 gpd.
2. The COUNTY shall put forth a good faith effort to complete the construction of the expansion project as soon as possible but not greater than two (2) years of the receipt of the written confirmation from the VILLAGE that flows into the VILLAGE's plant have exceeded 135,000 gpd for six (6) consecutive months.

#### Phase II: Design

1. Upon receipt from the VILLAGE of a written certification that the VILLAGE's PLANT has received 205,000 gpd or more of wastewater flow for six (6) months during any 12-month period, the COUNTY shall immediately proceed to design a project to expand the VILLAGE PLANT's capacity by 75,000 gpd to 300,000 gpd.
2. The COUNTY shall commence design/permitting work on this expansion as soon as possible but not greater than (6) months from the date of the written certification from the VILLAGE. The expedited planning is necessary to avoid disruption of service in the DISTRICT.

#### Phase II: Construction

1. Upon receipt from the VILLAGE of a written certification that the VILLAGE's plant has received 205,000 gpd or more of wastewater flow for six (6) consecutive months, the COUNTY shall proceed to construct the expansion of the VILLAGE's plant to increase its capacity by 75,000 gpd to 300,000 gpd.
2. The COUNTY shall put forth a good faith effort to complete the construction of the expansion project as soon as possible but not greater than two (2) years of the receipt of the written confirmation from the VILLAGE that flows into the VILLAGE's plant have exceeded 205,000 gpd for six (6) consecutive months.

### Phase III: Design

1. Upon receipt from the VILLAGE of a written certification that the VILLAGE's plant has received 270,000 gpd or more of wastewater flow for six (6) months during any 12-month period, the COUNTY shall immediately proceed to design a project to expand the VILLAGE PLANT's capacity by 300,000 gpd to 600,000 gpd.
2. The COUNTY shall commence design/permitting work on this expansion as soon as possible but not greater than six (6) months from the date of the written certification from the VILLAGE. The expedited planning is necessary to avoid disruption of service in the DISTRICT.

### Phase III: Construction

1. Upon receipt from the VILLAGE of a written certification that the VILLAGE's Plant has received 270,000 gpd or more of wastewater flow for six (6) consecutive months, the COUNTY shall proceed to construct the expansion of the VILLAGE's plant to increase its capacity by 300,000 gpd to 600,000 gpd.
2. The COUNTY shall put forth a good faith effort to complete the construction of the expansion project as soon as possible but not greater than two (2) years of the receipt of the written confirmation from the VILLAGE that flows into the VILLAGE's plant have exceeded 270,000 gpd for six (6) consecutive months.

## **4. LIMITATION ON NEW HOOK-UPS TO FULTON COUNTY SEWER DISTRICT:**

- A. If the average daily flow into the VILLAGE's PLANT exceeds 140,000 gpd for six (6) months in any 12-month period, the COUNTY hereby agrees to not allow any additional sewer hook-ups or any planned increase in flow in the DISTRICT until the COUNTY completes the Phase I expansion of the VILLAGE's PLANT by 75,000 gpd to 225,000 gpd.
- B. After Phase I expansion is completed, if the average daily flow into the VILLAGE's PLANT exceeds 215,000 gpd for six (6) months in any 12-month period, the COUNTY hereby agrees to not allow any additional sewer hook-ups or any planned increase in flow in the DISTRICT until the COUNTY completes the Phase II expansion of the VILLAGE's PLANT by 75,000 gpd to 300,000 gpd.
- C. After Phase II expansion is completed, if the average daily flow into the VILLAGE's PLANT exceeds 275,000 gpd for six (6) months in any 12-month period, the COUNTY hereby agrees to not allow any additional sewer hook-ups or any planned increase in flow in the DISTRICT until the COUNTY completes the Phase III expansion of the VILLAGE's PLANT by 300,000 gpd to 600,000 gpd.
- D. After Phase III expansion is completed, if the average daily flow to the VILLAGE's PLANT exceeds 560,000 gpd for six (6) months in any 12-month

period, the COUNTY hereby agrees to not allow any additional sewer hook-ups or any planned increase in flow in the DISTRICT.

**5. WASTEWATER INFRASTRUCTURE:**

- A. The COUNTY shall be responsible for the design, construction, installation and cost of all wastewater infrastructure installed in the DISTRICT.
- B. All design plans shall be prepared by a NYS Licensed Professional Engineer.
- C. All design plans for wastewater infrastructure to be installed by the COUNTY shall be submitted to the VILLAGE for review and approval.
- D. All design plans for wastewater infrastructure shall be submitted to the NYS Department of Environmental Conservation, or its successor, for their review and approval.
- E. All wastewater infrastructure installed by the COUNTY shall be of the type, make and model standardized by the VILLAGE.

**6. RECORD KEEPING:**

- A. The COUNTY shall provide updates to the mailing and electronic addresses as necessary to complete all tasks within this Agreement.
- B. The COUNTY shall promptly notify the VILLAGE of any change in ownership or mailing address for users in the DISTRICT.

**7. MISCELLANEOUS:**

- A. Customers in the DISTRICT shall comply with the VILLAGE's current rules and regulations as may be amended from time to time by the VILLAGE.
- B. The COUNTY shall support applications for grant/loan funding the VILLAGE may apply for to help pay for costs to repair or upgrade the VILLAGE's Plant.

**IV. WRITTEN NOTIFICATIONS:**

- 1. All written notifications pertaining to this Agreement shall be directed by first class mail as follows:

**To the COUNTY:**

Fulton County Board of Supervisors  
c/o Administrative Officer  
Fulton County Office Building  
223 W. Main Street  
Johnstown, NY 12095

AND by e-mail to:  
[fultbos@co.fulton.ny.us](mailto:fultbos@co.fulton.ny.us)

**To the VILLAGE:**

Village of Broadalbin Board of Trustees  
c/o Village Clerk  
P.O. Box 6  
Broadalbin, NY 12025

AND by e-mail to  
[broadalbinvillage@frontiernet.net](mailto:broadalbinvillage@frontiernet.net)



**V. SEVERABILITY:**

1. If any portion of this Agreement is held to be illegal, invalid or unenforceable in whole or in part, by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.

**VI. TERM:**

1. The term of this Agreement shall be forty (40) years. This Agreement shall be effective June 8, 2018 and terminate on June 8, 2058.
2. The term of this Agreement may be extended upon mutual written consent of all parties to this Agreement.

**VII. AMENDMENTS:**

1. No provision of this Agreement shall be changed, altered or deleted without the written consent of all parties to this Agreement.

IN WITNESS THEREOF, the parties hereto have signed their hands by their duly authorized representatives as of the 8 day of June, 2018.

**VILLAGE OF BROADALBIN:**

APPROVED AS TO FORM:

\_\_\_\_\_  
LAWRENCE C. CORNELL, MAYOR

\_\_\_\_\_  
DOUGLAS E. LANDON, ATTORNEY

**COUNTY OF FULTON:**

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES GROFF, CHAIRMAN

\_\_\_\_\_  
JASON BROTT, COUNTY ATTORNEY

**Resolution No. 266**

Supervisors WALDRON AND ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AUTHORIZING AN INTERMUNICIPAL AGREEMENT BETWEEN  
FULTON COUNTY, CITY OF JOHNSTOWN COMMON COUNCIL AND JOHNSTOWN  
WATER BOARD FOR PURCHASE OF WATER (SMART WATERS INITIATIVE)

WHEREAS, Resolution 213 of 2013 authorized a contract with Environmental Design Partnership, LLP (EDP) to prepare a model for Fulton County's "SMART Waters" System; and

WHEREAS, Resolution 163 of 2014 supported the creation of a regional water and wastewater system in Fulton County and authorized the commencement of discussions with the Cities of Gloversville and Johnstown, Villages of Broadalbin, Mayfield and Northville, Town of Northampton, Gloversville-Johnstown Joint Wastewater Treatment Facility, City of Amsterdam, Hudson River-Black River Regulating District and any other appropriate municipalities/organizations; and

WHEREAS, Resolution 48 of 2018 authorized a "SMART Waters" Memorandum of Agreement between the County of Fulton, City of Johnstown Common Council and Johnstown Water Board; now, therefore be it

RESOLVED, That based upon the recommendation of the Committees on Economic Development and Environment, and Finance, the Chairman of the Board, be and hereby is, authorized to sign an Inter-municipal Agreement with the City of Johnstown Common Council and Johnstown Water Board, as attached hereto and made a part hereof; and, be it further

RESOLVED, That copies of this Resolution be forwarded to the County Treasurer, Planning Director, City of Johnstown Common Council, Johnstown Water Board, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor FAGAN and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**INTERMUNICIPAL  
AGREEMENT BETWEEN  
FULTON COUNTY, CITY OF JOHNSTOWN COMMON  
COUNCIL AND CITY OF JOHNSTOWN WATER BOARD**

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This Intermunicipal Agreement dated July 9, 2018 between the Fulton County Board of Supervisors having its principal office at 223 West Main Street, Johnstown, NY 12095, hereinafter referred to as COUNTY and the City of Johnstown Common Council having its principal offices at 33-41 East Main Street, Johnstown, NY 12095 hereinafter referred to as CITY and the City of Johnstown Water Board having its principal offices at 27 East Main Street, Johnstown, NY 12095, hereinafter referred to as WATER BOARD.

WHEREAS, the COUNTY created the Fulton County Water and Sewer Agency to develop COUNTY Water and Sewer Districts, and

WHEREAS, the Fulton County Water and Sewer Agency is the Fulton County Board of Supervisors, and

WHEREAS, the COUNTY desires to create a regional water system and to do so needs water capacity, and

WHEREAS, the WATER BOARD has developed an outstanding water supply and distribution system, and

WHEREAS, the COUNTY desires to purchase water from the CITY and WATER BOARD to develop and operate a regional water system, and

WHEREAS, the CITY and WATER BOARD desire to sell some of its excess water capacity to the COUNTY to develop a regional water system, and

WHEREAS, General Municipal Law, Article 5-G authorizes municipalities to enter into Intermunicipal Agreements, and

WHEREAS, General Municipal Law, Section 118-a authorizes municipalities to execute Water Supply Agreements up to 40 years in length.

Now, therefore by mutual consent of the COUNTY, CITY, and WATER BOARD it is agreed as follows:

**I. CITY RESPONSIBILITIES:**

**A. Water:**

1. The CITY shall supply up to 200,000 gallons of water per day, on a 30-day average, to the Fulton County Water and Sewer Agency to use anywhere within Fulton County. (See Exhibit 1.)
2. The CITY agrees to terminate the existing 2005 Water Supply Agreement between the COUNTY, CITY and WATER BOARD effective on the date of this Intermunicipal Agreement.

**B. Sewer:**

1. In accordance with Section 13 of the Gloversville-Johnstown Joint Sewer Contract dated

May 22, 1964, as has been and may be further amended, the CITY hereby approves allowing the COUNTY to extend CITY sewer lines outside the CITY to any property in the COUNTY.

**C. Miscellaneous:**

1. The CITY shall support applications for grant/loan funding the COUNTY may apply for to help pay for the cost of installing new water infrastructure within the COUNTY.

**II. WATER BOARD RESPONSIBILITIES:**

**A. Water Supply:**

1. The WATER BOARD shall supply up to 200,000 gallons of water per day, on a 30-day average, to the Fulton County Water and Sewer Agency to use anywhere within Fulton County.
2. The WATER BOARD agrees to terminate the existing 2005 Water Supply Agreement between the COUNTY, CITY and WATER BOARD effective on the date of this Inter-Municipal Agreement.

**B. Water Infrastructure:**

1. On the first day of the month following the execution of this Agreement, the WATER BOARD shall take over ownership and operation and maintenance responsibilities of the existing waterline, pump station, elevated tank, valves and hydrants servicing Fulton County Water District No. 1. This includes meter readings and billing of existing customers.
2. The WATER BOARD shall, after the 1-year warranty has expired on any new water infrastructure installed by the COUNTY for water services stemming from the water supply from the WATER BOARD, take over ownership of this new infrastructure. Water infrastructure includes waterlines, valves, hydrants, pumps, pump stations, water storage tanks and related items transporting water the COUNTY purchases from the WATER BOARD.
3. The WATER BOARD shall be responsible for the operation, maintenance, repair and cost of all new water infrastructure installed by the Fulton County Water and Sewer Agency for water services stemming from the water supply from the CITY.
4. The WATER BOARD agrees that once the COUNTY turns over ownership of water infrastructure to the WATER BOARD, the COUNTY shall retain the sole right to utilize said infrastructure for the purpose of adding additional customers within the COUNTY.

**C. Water Rates:**

1. The WATER BOARD shall immediately begin charging customers of the Fulton County Water and Sewer Agency the in-City rate charged to residential customers within the CITY plus an additional rate equal to 7.5% of the in-City rate to cover additional testing costs the WATER BOARD may incur.
2. The WATER BOARD shall, by Resolution, from time to time, establish in-City water rates for residential and industrial water users.

**D. Meter Reading:**

1. The WATER BOARD shall read all water meters of COUNTY customers on water lines installed by the COUNTY through which water is being transported that was purchased from the WATER BOARD.

2. The WATER BOARD shall read the meters at the frequency needed to prepare regular water usage invoicing to all COUNTY customers.
3. The WATER BOARD shall submit to the COUNTY a copy of the readings obtained for all COUNTY customers.
4. If the WATER BOARD determines an error was made in any water meter reading, it shall notify the COUNTY of said error and all corrections made by the WATER BOARD.

**E. Billing/Invoice:**

1. The WATER BOARD shall prepare and mail regular bills/invoices to all COUNTY customers based upon the meter readings taken by the WATER BOARD.
2. The WATER BOARD shall add to the In-City rate included in all regular bills/invoices to COUNTY customers:
  - a. A Surcharge of 7.5% of the in-City rate payable to the WATER BOARD identified in Section II, Subsection C, Paragraph 1 of this Agreement.
  - b. An Administrative Surcharge, payable to the CITY, identified in Section III, Subsection D, Paragraph 1 of this Agreement.
3. The WATER BOARD shall bill/invoice COUNTY customers at the same frequency it bills/invoices in-City customers.
4. The WATER BOARD shall, within 30 days of its receipt of payments due from COUNTY customers, submit to the CITY the revenue generated by the Administrative Surcharge identified in Section III, Subsection C, Paragraph 1 of this Agreement.

**F. Water Taps:**

1. All taps of waterlines installed by the COUNTY for COUNTY customers where said customer shall receive water from the City's water supply, shall be made by the WATER BOARD.
2. The cost of these taps shall be paid for by the COUNTY's customers to the WATER BOARD.
3. All taps shall be completed in accordance with the WATER BOARD's rules and regulations.

**G. Water Testing:**

1. All testing of water in any water infrastructure installed by the COUNTY required by the NYS Department of Health or other federal or State agency shall be performed and paid for by the WATER BOARD.
2. The WATER BOARD shall provide the COUNTY with access to all test results on all water tests performed on water taken from water infrastructure installed by the COUNTY. The WATER BOARD shall within 30 days provide the COUNTY with copies of any test results requested by the COUNTY.

**H. Rules and Regulations**

1. All COUNTY customers shall comply with all of the WATER BOARD's rules and regulations as promulgated by the WATER BOARD

**I. Miscellaneous:**

1. If, in the joint opinion of the WATER BOARD and COUNTY, an upgrade to the WATER BOARD's water infrastructure is required to allow the WATER BOARD to continue to provide water service to the COUNTY, the cost of that upgrade will be paid for by the COUNTY. The WATER BOARD shall provide at least 180 days written notice to the COUNTY of the need to make said upgrade to continue to service the COUNTY. Written notice shall include engineering and financial information adequate for COUNTY to review

- to ensure the necessity and cost of the upgrade.
2. The WATER BOARD shall support applications for grant/loan funding the COUNTY may apply for to help pay for the cost of installing new water infrastructure.
  3. The WATER BOARD, its employees or representatives, may, at any time, be able to inspect all water infrastructure installed by the COUNTY that is transmitting water the COUNTY purchased from the WATER BOARD.
  4. Notwithstanding anything to the contrary in this Agreement, the WATER BOARD reserves the right to temporarily reduce the volume of water available to the COUNTY because of:
    - a) Conditions of drought
    - b) Acts of God
    - c) EmergencyThe WATER BOARD shall provide 45-day written notice in advance of any temporary reduction of the total amount of water available to the COUNTY.
  5. In the event of drought conditions, the WATER BOARD shall implement water conservation measures to help preserve the excess capacity in the water system.
  6. The WATER BOARD shall allow the COUNTY to connect into its water system at any location.

### **III. COUNTY RESPONSIBILITIES:**

#### **A. Water Infrastructure:**

1. The COUNTY shall be responsible for the design, construction and cost of all new water infrastructure the COUNTY shall install including water lines, valves, meters, hydrants, pumps and tanks. All design plans shall be prepared by a NYS Licensed Professional Engineer.
2. All design plans for water infrastructure to be installed by the COUNTY shall be submitted to the WATER BOARD.
3. All design plans for water infrastructure shall be submitted to the NYS Department of Health, or its successor, for their review and approval.
4. All water infrastructure installed by the COUNTY shall be of the type, make and model standardized by the WATER BOARD.
5. All COUNTY customers shall have a water meter installed in a location designated by the WATER BOARD.
6. The COUNTY shall meet with the WATER BOARD as needed to discuss future plans for installing new water infrastructure.
7. The COUNTY agrees to terminate the existing 2005 Water Supply Agreement between the COUNTY, the CITY and WATER BOARD effective on the date of this Inter-Municipal Agreement.

#### **B. Water Districts:**

1. The COUNTY shall be responsible for the cost of preparing any Map, Plan and Reports that may be required for the creation of County Water Districts.
2. The COUNTY shall be responsible for creating, operating and managing County Water Districts.
3. The COUNTY shall provide the WATER BOARD with a map of all County Water Districts created and a complete listing of all properties in the District.

**C. Revenue to CITY by COUNTY:**

1. The COUNTY shall provide the CITY with one and one-half percent (1.5%) of the COUNTY's undistributed portion of the 1% Additional County Sales Tax imposed in 2005.
2. In the event New York State does not renew the COUNTY's authority to charge the 1% sales taxes referenced in Paragraph 1 above, the COUNTY shall calculate what its undistributed portion of the "1% additional sales tax would have been for the previous calendar year as if said tax were in place. This calculated amount shall become the "Base Figure" for that year. Using the "Base Figure", the COUNTY shall make a payment to the CITY equal to one and one-half percent (1.5%) of the "Base Figure" from other COUNTY budget appropriations.
3. The revenue described in Paragraph 1 or 2 above shall be paid to the CITY within 60 days of the COUNTY's receipt of a calendar year's 4<sup>th</sup> quarter sales tax revenues collected on its behalf by the State of New York or by April 1 of each year, whichever is sooner.
4. The CITY's Treasurer shall have access to any and all information and documents in connection with this revenue.

**D. Administrative Surcharge:**

1. The COUNTY agrees to have the WATER BOARD add an Administrative Surcharge equal to 17% of the In-City rate charged to COUNTY customers.
2. The revenue from the Administrative Surcharge shall be paid by the WATER BOARD to the CITY.

**E. Property Tax Exemption:**

1. The COUNTY shall provide a 50% exemption from COUNTY property taxes on watershed properties currently owned by the CITY and WATER BOARD. (See Exhibit 2.)
2. This exemption shall apply only to the parcels identified in Exhibit 2 and any improvements thereon located.
3. The 50% exemption shall remain in full effect for the full 40-year term of Agreement.

**F. 1989 Intermunicipal Agreement Between City of Johnstown and Town of Johnstown:**

1. The COUNTY shall pay the cost of extending CITY water and sewer lines under and to the east side of NYS Route 30A to service tax parcel 174.-2-64 in the Town of Johnstown as stipulated in the 1989 Intermunicipal Agreement between the City of Johnstown and Town of Johnstown. A copy of this 1989 Intermunicipal Agreement is attached as Exhibit 3.
2. The COUNTY shall undertake the extension of these water and sewer lines when a development project has been approved for this parcel by the Town of Johnstown.

**IV. SEVERABILITY:**

- A. If any portion of this Agreement is held to be illegal, invalid or unenforceable in whole or in part, by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.

**V. TERM:**

- A. The term of this Agreement shall be forty (40) years. This Agreement shall be effective June 1, 2018 and terminate on December 31, 2058.

- B. The term of this Agreement may be extended upon mutual written consent of all parties to this Agreement.

**VI. AMENDMENTS:**

- A. No provision of this Agreement shall be changed, altered or deleted without the written consent of all parties to this Agreement.

IN WITNESS THEREOF, the parties hereto have signed their hands by their duly authorized representatives as of the 9th day of July, 2018.

**CITY:**

APPROVED AS TO FORM:

\_\_\_\_\_  
VERN JACKSON, MAYOR

\_\_\_\_\_  
MICHAEL POULIN, CITY ATTORNEY

**WATER BOARD:**

\_\_\_\_\_  
GEORGE DIMARCO, PRESIDENT

**COUNTY:**

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES GROFF, CHAIRMAN

\_\_\_\_\_  
JASON BROTT, COUNTY ATTORNEY





**Resolution No. 267**

Supervisor WALDRON offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING GRANT APPLICATION TO THE NYS CONSOLIDATED  
FUNDING APPLICATION PROCESS FOR CERTAIN PROPOSED  
2019 CAPITAL PROJECTS**

WHEREAS, the Mohawk Valley Regional Economic Development Council has announced the commencement of the 2019 Consolidated Funding Application process for public infrastructure projects; and

WHEREAS, the Committee on Economic Development and Environment has identified a list of potential 2019 Capital Projects that it would like to promote, subject to the availability of grant funding; and

WHEREAS, said proposed Capital Projects are as follows:

1. Consultant to Implement a Housing Strategy
2. Hotel Feasibility Implementation
3. Preliminary engineering report for Village of Broadalbin's Wastewater Treatment Plant
4. Route 30A Shovel-Ready Site Background Studies

now, therefore be it

RESOLVED, That upon the recommendation of the Planning Director and Committee on Economic Development and Environment, the Chairman of the Board be and hereby is authorized to submit qualifying grant applications for proposed 2019 Capital Projects identified herein to NYSESD Consolidated Funding Application process; and, be it further

RESOLVED, That the Planning Director do each and every other thing necessary to further the purport of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Planning Director, Mohawk Valley Regional Economic Development Council, NYS Empire State Development, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BORN and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 268**

Supervisors WALDRON AND ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AMENDING THE RULES OF ORDER TO REALIGN COMMITTEE OVERSIGHT FOR THE DEPARTMENT OF SOLID WASTE AND RENAME THE STANDING COMMITTEE ON BUILDING AND GROUNDS/HIGHWAY TO STANDING COMMITTEE ON PUBLIC WORKS

WHEREAS, periodically, the oversight structure of the Board of Supervisors Standing Committee System requires evaluation related to department interaction, changing priorities of the community and Committee workloads; and

WHEREAS, the Administrative Officer/Clerk of the Board has proposed a plan to realign the oversight responsibilities of the Standing Committee on Buildings and Grounds/Highway and the Standing Committee on Economic Development and Environment to align oversight for public works departments under the same Committee and to increase standing committee time for economic development initiatives; and

WHEREAS, Committee on Economic Development and Environment (Rules) and Committee on Finance concur with said proposal; now, therefore be it

RESOLVED, That effective July 10, 2018, the Rules of Order be and hereby are amended, as follows:

- Rename the Standing Committee on Buildings and Grounds/Highway to “Standing Committee on Public Works”.
- Align Solid Waste Department under the oversight of the newly-created Standing Committee on Public Works and remove it from the oversight of the Standing Committee on Economic Development and Environment.

and, be it further

RESOLVED, That the Clerk of the Board review and edit the Rules of Order in accordance with the amendments specified herein and re-title responsibilities under all Standing Committees as appropriate; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Fulton County Code Book, All Supervisors, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor KINOWSKI and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 269**

Supervisors BORN AND ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION ACCEPTING GRANT FUNDS FROM NORTH COUNTY DSRIP FOR THE TELEHEALTH PILOT INITIATIVE (OFFICE FOR AGING)

WHEREAS, the Fulton County Public Health Department has now been notified by the Adirondack Health Institute that it is eligible for grant funds in the amount of \$14,250.00 under an agreement with North Country DSRIP for a Telehealth Pilot Initiative; and

RESOLVED, That the Chairman of the Board be and hereby is authorized to sign an agreement between the Public Health Department and North Country DSRIP to accept Year 4 Engagement Funds in the amount of \$14,250.00; said agreement subject to the approval of the County Attorney; and, be it further

RESOLVED, That the 2018 Adopted Budget be and hereby is amended as follows:

Revenue:

Increase: A.7610.7610-2089-REV-Other Culture and Recreation Income \$14,250.00

Appropriation:

Increase: A.7610.7610-4530-EXP-Supplies \$14,250.00

RESOLVED, That the Office for Aging Director be and hereby is authorized to expend up to \$630.00 from said grant proceeds for Tablet Computer Cases; and, be it further

RESOLVED, That the Office for Aging Director is directed to return to the Board for final approval before expending any balance of said funds for the Telehealth Pilot Initiative; and be it further

RESOLVED, That certified copies of this Resolution be forward to the County Treasurer, Office for Aging Director, Public Health Director, North Country DSRIP, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor LAURIA and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 270**

Supervisors BORN AND ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT WITH ATTORNEY ALLEN DAY FOR THREE ASSISTED OUTPATIENT TREATMENT ORDERS (COMMUNITY SERVICES)**

WHEREAS, the Community Services Director requests that a contract with Allen Day, Attorney at Law to execute three (3) Assisted Outpatient Treatment (AOT) Orders to avoid a conflict of interest for the County Attorney's Office; now, therefore be it

RESOLVED, That the Chairman of the Board of Supervisors be and hereby is authorized to sign a contract between Fulton County Community Services Department and Allen Day, Attorney at Law of Johnstown, NY to carry out three (3) Assisted Outpatient Treatment Orders effective immediately at a cost not to exceed \$2,400.00 (\$800.00 per case); and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Community Services Director, Allen Day, County Attorney, Assistant County Attorney, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BRADT and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 271**

Supervisors BORN AND ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF 2018-2019 EMERGENCY  
PREPAREDNESS GRANT FROM THE NYS DEPARTMENT OF HEALTH  
(PUBLIC HEALTH DEPARTMENT)

WHEREAS, Resolution 346 of 2012 authorized acceptance of Emergency Preparedness Grant funds from the NYS Department of Health for the five (5) year grant period ending June 30, 2017; and

WHEREAS, Resolution 196 of 2018 authorized acceptance of 2017-2018 Emergency Preparedness grant from the NYS Department of Health; now, therefore be it

RESOLVED, That the Chairman of the Board be and hereby is authorized to sign an agreement between the Public Health Department and the New York State Department of Health to accept an Emergency Preparedness Grant, in an amount of \$52,096.00, for the period retroactive to July 1, 2018 through June 30, 2019; and, be it further

RESOLVED, that said agreement is subject to the approval of the County Attorney; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, County Attorney, Public Health Director, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor RICE and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 272**

Supervisors BORN AND ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION ACCEPTING 2018-2019 NEW YORK STATE CHILD PASSENGER SAFETY INCENTIVE GRANT (PUBLIC HEALTH)**

WHEREAS, the NYS Department of Health has awarded \$8,000.00 in grant funds through the New York State Child Passenger Safety Incentive Grant to the Public Health Department to promote child passenger safety; now, therefore be it

RESOLVED, That the Chairman of the Board be and hereby is authorized to sign an agreement between the Public Health Department and the NYS Governor's Traffic Safety Committee for a 2018-2019 Child Passenger Safety Incentive Grant, in an amount of \$8,000.00, for the period October 1, 2018 through September 30, 2019; said agreement subject to the approval of the County Attorney; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Public Health Director, NYS Governor's Traffic Safety Committee, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor GREENE and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 273**

Supervisors BORN AND ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF YEAR 4 GRANT FUNDS FROM  
NORTH COUNTRY DSRIP FOR THE TELEHEALTH PILOT INITIATIVE  
(PUBLIC HEALTH DEPARTMENT)

WHEREAS, the Fulton County Public Health Department has now been notified by the Adirondack Health Institute that it is eligible for grant funds in the amount of \$27,078.00 under an agreement with North Country DSRIP for a Telehealth Pilot Initiative; and

WHEREAS, the Fulton County Public Health Department has received funding as follows:

- DSRIP Year 3 (DY3) Quarter 4 (Q4) Integrated Delivery Systems \$ 4,250.00
- Total Performance Provider System – Level Pool Payment, Year 2 \$12,700.00
- Participant – Level Pool Payment \$ 14.00
- Population Health Network DSRIP Year 2 – Pay for Performance \$10,114.00

RESOLVED, That the Chairman of the Board be and hereby is authorized to sign an agreement between the Public Health Department and North Country DSRIP to accept grant funds in the amount of \$27,078.00; said agreement subject to the approval of the County Attorney; and, be it further

RESOLVED, That the Public Health Director is directed to return to the Board for final approval before expending any of said funds for the Telehealth Pilot Initiative; and be it further

RESOLVED, That certified copies of this Resolution be forward to the County Treasurer, Public Health Director, Office for Aging Director, North Country DSRIP, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor HOWARD and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)



**Resolution No. 274**

Supervisors LAURIA AND ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION MAKING THE NYS DEFERRED COMPENSATION PLAN  
AVAILABLE TO ALL FULTON COUNTY EMPLOYEES

WHEREAS, the NYS Deferred Compensation Plan is offered to all benefit-eligible County employees' as referenced in respective Collective Bargaining Agreements; and

WHEREAS, the Committee on Personnel has reviewed the administrative aspects required to allow all employees to participate in said Deferred Compensation Plan; now, therefore be it

RESOLVED, That upon the recommendation of the Committees on Personnel and Finance, the Personnel Director, be and hereby is, authorized to make membership in the NYS Deferred Compensation Plan available to all employees at their election via enrollment, effective September 1, 2018; and, be it further

RESOLVED, That the Personnel Director do each and every other thing necessary to further the purport of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Personnel Director, All Department Heads, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor GREENE and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 275**

Supervisor BREH offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FULTON AND CITY OF GLOVERSVILLE GOVERNING ACCESS TO A SURVEILLANCE CAMERA VIEWING STATION (DISTRICT ATTORNEY)**

WHEREAS, the District Attorney is requesting a Memorandum of Understanding between Fulton County and the City of Groversville to allow access to surveillance camera video in public places throughout the City of Groversville on a daily basis at no additional cost to taxpayers of the City of Groversville or the County of Fulton; and

WHEREAS, this Memorandum of Understanding will allow the Fulton County Crime Analysis Center to improve communications and support to area police agencies; now, therefore, be it

RESOLVED, That the Chairman of the Board be and hereby is authorized to sign a Memorandum of Understanding between Fulton County and the City of Groversville governing access to a Surveillance Camera Viewing Station; and, be it further

RESOLVED, That said Memorandum of Understanding is subject to the approval of the County Attorney; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, District Attorney, City of Groversville, and Administrative Officer/Clerk of the Board.

Seconded by Supervisor PERRY and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 276**

Supervisors BREH and ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AUTHORIZING PURCHASE OF VIDEO ENHANCEMENT SECURITY EQUIPMENT WITH 2017 NYS OHSES PERFORMANCE GRANT FUNDS FOR USE IN THE SHERIFF'S DEPARTMENT (CIVIL DEFENSE)

WHEREAS, Resolution 369 of 2017 authorized application for a 2017 Homeland Security Grant in the amount of \$25,665.00; and

WHEREAS, Resolution 206 of 2018 authorized acceptance of said 2017 Homeland Security Grant in the amount of \$25,665.00; and

RESOLVED, That upon the recommendation of the Sheriff and Committees on Public Safety and Finance, the Civil Defense/Fire Coordinator be and hereby is authorized to expend 2017 Homeland Security Grant Funds to purchase the items identified herein, in approximate amounts, as follows:

CCTV Equipment:

|   |                   |
|---|-------------------|
| (9) Ultra Compact Camini-Dome Cameras (\$295.20 each) | \$2,656.80        |
| (5) 4K Bullet Cameras 1080P (\$759.20 each)           | \$3,796.00        |
| (1) AXIS Camera Station (\$3,999.20)                  | \$3,999.20        |
| (4) Network Video Decoder 1080P (\$239.20 each)       | \$ 956.80         |
| (1) In-Car Camera                                     | <u>\$6,391.20</u> |
| Total   | \$17,800.00       |

and, be it further

RESOLVED, That the Civil Defense/Fire Coordinator is hereby directed to carry out said purchases expeditiously and complete all grant requirements in 2017; and, be it further

RESOLVED, That the Civil Defense/Fire Coordinator do each and every other thing necessary to further the purport of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Civil Defense/Fire Coordinator, Budget Director/County Auditor, Administrative Officer/Clerk of the Board.

Seconded by Supervisor HANDY and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 277**

Supervisors BREH and ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING PURCHASE OF COMPUTER EQUIPMENT AND DATA SERVICE PLANS FOR THE MOBILE COMMAND TRAILER WITH 2017 NYS OHSES GRANT FUNDS (CIVIL DEFENSE DEPARTMENT)**

WHEREAS, Resolution 257 of 2017 accepted 2017 Homeland Security Program Grant funds, in a total amount of \$63,731.00 for the Civil Defense/Fire Coordinator’s Office; and

WHEREAS, said approved grant application included enhancements to the Mobile Command Trailer in the Civil Defense Department; and

WHEREAS, the Civil Defense/Fire Coordinator is requesting to purchase the following items to upgrade the Mobile Command Center with said grant funds:

- Wireless IBR1700 Router
- Cradle Point Dock
- External Antenna
- Related Cabling/Components
- 5 Year Support Plan
- Cellular Data Service Plans (Verizon and AT&T)

now, therefore be it

RESOLVED, That the Civil Defense/Fire Coordinator be and hereby is authorized to purchase items as identified herein for use in the Civil Defense Department, at a cost not to exceed \$3,500.00; and, be it further

RESOLVED, That the 2018 Adopted Budget be and hereby is amended, as follows:

Revenue Account:

|   |            |
|---|------------|
| Increase A.3640.3645-3306.0001 REV-Civil Defense-SHSP | \$3,500.00 |
|---|------------|

Appropriation Account:

|  |            |
|--|------------|
| Increase A.3640.3645-2840 EXP-SHSP-Equipment   | \$2,055.00 |
| Increase A.3640.3645-4840 EXP-SHSP-Contractual | \$1,445.00 |

**Resolution No. 277 (Continued)**

and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Civil Defense/Fire Coordinator, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BORN and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 278**

Supervisor BREH offered the following Resolution and moved its adoption:

RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF SLETPP  
HOMELAND SECURITY PROGRAM GRANT FOR 2018-2019  
(SHERIFF'S DEPARTMENT)

WHEREAS, Fulton County has been notified that it is eligible to receive \$21,244.00 in grant funds from Law Enforcement Terrorist Prevention (LETPP) component the 2018 NYS Homeland Security Program; and

WHEREAS, the Sheriff has proposed to utilize said LETPP grant funds to purchase Portable Radios for the Department; now, therefore be it

RESOLVED, That the Chairman of the Board be and hereby is authorized to sign a grant agreement with the NYS Division of Homeland Security and Emergency Services for 2018 LETPP grant funds in a total amount of \$21,244.00 for the purchase of Portable Radios for use in the Sheriff's Department; and, be it further

RESOLVED, That the 2018 Adopted Budget be and hereby is amended, as follows:

Revenue:

Increase A.3110.3645-3306.0003-REV-Sheriff-SLETPP     \$21,244.00

Appropriations:

Increase A.3110.3645.2820-EXP-SLETPP-Equipment                     \$21,244.00

RESOLVED, That the Sheriff do each and every other thing necessary to further the purport of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Sheriff, Civil Defense/Fire Coordinator, Budget Director/County Auditor, Administrative Officer/Clerk of the Board and to each and every other person, institution or agency who will further the purport of this Resolution.

Seconded by Supervisor YOUNG and adopted by the following vote:

TOTAL: Ayes: 19   Nays: 0   Absent: 1 (Supervisor Callery)

**Resolution No. 279**

Supervisor BREH offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING APPLICATION FOR 2019 PUBLIC SAFETY ANSWERING POINTS (PSAP) OPERATIONS GRANT FROM NYS OHSES**

WHEREAS, the Sheriff has been notified of the availability of a 2019 Public Safety Answering Points Operations Grant from the NYS Department of Homeland Security to make investments in new functionality and/or technology to improve emergency dispatch systems; and

WHEREAS, the Sheriff desires to submit an application to the New York State Department of Homeland Security and Emergency Services for a 2019 PSAP Operations Grant to fund personnel services and benefits for the Communications Division; and

WHEREAS, the range of past grant allocations have been; 2016: \$206,673.00, 2017: \$213,000, 2018: \$167,791.00 for said purposes; and

WHEREAS, the deadline for filing this application necessitated the Chairman of the Board to execute the application prior to the Board meeting; now, therefore be it

RESOLVED, That upon the recommendation of the Committee on Finance, the Board of Supervisors hereby confirms application for said 2019 Public Safety Answering Points (PSAP) Operations Grant to the New York State Department of Homeland Security and Emergency Services; and, be it further

RESOLVED, That if said grant application is approved, the Sheriff shall return to the Board of Supervisors with a detailed plan for use of the grant funds and proceeding shall be subject to the Board of Supervisors approval by Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Sheriff, NYS Department of Homeland Security and Emergency Services, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor SELMSER and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 280**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING FULTON COUNTY TO ACCEPT ANNUAL PAYMENT OF  
CAPITAL DISTRICT REGIONAL OFF-TRACK BETTING CORPORATION NET  
REVENUES RATHER THAN QUARTERLY PAYMENTS**

WHEREAS, as part of the State Fiscal Year 2017-2018 Budget, the State Legislature approved State legislation (S.7532, A.9597) to improve cash flow management for Off Track Betting Corporations by allowing the disposition of net revenues to participating counties to be made by annual, bi-annual or quarterly basis; and

WHEREAS, Fulton County received a letter from the Capital District Regional Off-Track Betting Corporation (CDROT B), dated June 5, 2018, asking that the County agree to accepting annual payment of “profits” rather than the existing practice of quarterly payments; now, therefore be it

RESOLVED, That upon the recommendation of the Committee on Finance, the Board of Supervisors hereby agrees to accept the distribution of net revenues from Capital District Regional Off Track Betting Corporation on an annual, bi-annual or quarterly basis as determined by the CDROT B Board of Directors at its organizational meeting; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Capital District Regional Off-Track Betting Corporation, Joseph Decristofaro, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BRADT and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)



**Resolution No. 281**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AWARDING BID TO HUMMEL'S OFFICE PLUS FOR ENVELOPES FOR USE IN THE INFORMATION SERVICES DEPARTMENT/PRINTING DEPARTMENT**

WHEREAS, Resolution 217 of 2018 authorized advertisement for bids for envelopes for use in the Information Services/Printing Department and one (1) bid was received; now, therefore be it

RESOLVED, That the net bid, as hereinafter indicated, be and hereby is awarded for one lump sum purchase, they being the lowest responsible bidder in accordance with Specification No. 2018-25-01, dated May 22, 2018:

Hummel's Office Plus, Mohawk, NY:

|                      |                                  |              |
|----------------------|----------------------------------|--------------|
|                      |                                  | <u>Total</u> |
| #10 Window Envelopes | 50 Cartons at \$74.99 per carton | \$3,749.50   |

and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Information Services/Printing Director, Printing Division, Hummel's Office Plus, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor WALDRON and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 282**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT WITH AUCTIONS INTERNATIONAL CORPORATION TO SELL CERTAIN SURPLUS COMPUTER EQUIPMENT (INFORMATION SERVICES)**

WHEREAS, the Information Services Director has recommended a contract with Auctions International Corporation to sell surplus computer equipment on behalf of the County; and

WHEREAS, there is no cost to the County to utilize Auctions International Corporation because it charges purchasers a “buyer premium” added to the bid price; now, therefore be it

RESOLVED, That the Chairman of the Board be and hereby is authorized and directed to sign a contract between the County of Fulton and Auctions International Corporation, of East Aurora, NY, to sell surplus computer equipment, with compensation equaling a Buyer’s Premium of 10 percent as follows:

| <u>Asset #</u> | <u>Description</u>             | <u>Acquisition Date</u> |
|----------------|--------------------------------|-------------------------|
| B000 5560      | HP LASERJET 2100TN PRINTER     | 11/20/2000              |
| B000 6060      | DESKJET 960C                   | Unknown                 |
| B000 6128      | SCANJET 5490 CXI               | 7/9/2002                |
| B000 7064      | HP LASERJET 4250 PRINTER       | 12/5/2006               |
| B000 7197      | GOV/ED SUPSTK3 24PT SWITCH4400 | 4/10/2007               |
| B000 7198      | GOV/ED SUPSTK3 24PT SWITCH4400 | 4/10/2007               |
| B000 7721      | BARRACUDA 300 SPAM FIREWALL    | 2/15/2008               |
| B000 7996      | DELL OPTIPLEX 755 COMPUTER     | 1/2/2009                |
| B000 8009      | DELL OPTIPLEX 755 COMPUTER     | 1/2/2009                |
| B000 8017      | DELL OPTIPLEX 755 COMPUTER     | 1/2/2009                |
| B000 8024      | DELL OPTIPLEX 755 COMPUTER     | 1/2/2009                |
| B000 8033      | DELL OPTIPLEX 755 COMPUTER     | 1/2/2009                |
| B000 8045      | DELL OPTIPLEX 755 COMPUTER     | 1/2/2009                |
| B000 8057      | DELL OPTIPLEX 755 COMPUTER     | 1/2/2009                |
| B000 8112      | DELL OPTIPLEX COMPUTER         | 3/24/2009               |
| B000 8163      | CISCO CATALYST 3560            | 3/17/2009               |
| B000 8164      | CISCO CATALYST 3560            | 3/17/2009               |
| B000 8165      | CISCO CATALYST 3560            | 3/17/2009               |
| B000 8223      | FUJITSU T5010 LAPTOP           | 9/3/2009                |
| B000 8225      | FUJITSU T5010 LAPTOP           | 9/3/2009                |
| B000 8226      | FUJITSU T5010 LAPTOP           | 9/3/2009                |
| B000 8227      | FUJITSU T5010 LAPTOP           | 9/3/2009                |
| B000 8228      | FUJITSU T5010 LAPTOP           | 9/3/2009                |

|      |      |                               |            |
|------|------|-------------------------------|------------|
| B000 | 8229 | FUJITSU T5010 LAPTOP          | 9/3/2009   |
| B000 | 8358 | HP LASERJET P2055DN PRINTER   | 3/27/2009  |
| B000 | 8419 | CATALYST 2960 48 PORT NETWORK | 2/26/2010  |
| B000 | 8451 | CISCO CATALYST 2960 24 10/100 | 3/25/2010  |
| B000 | 8459 | CISCO CATALYST 2960 48 10/100 | 3/25/2010  |
| B000 | 8460 | CISCO CATALYST 2960 48 10/100 | 3/25/2010  |
| B000 | 8481 | DELL OPTIPLEX 760 MINI TOWER  | 3/9/2010   |
| B000 | 8488 | DELL OPTIPLEX 760 MINI TOWER  | 3/9/2010   |
| B000 | 8492 | DELL OPTIPLEX 760 MINI TOWER  | 3/9/2010   |
| B000 | 8494 | DELL OPTIPLEX 760 MINI TOWER  | 3/9/2010   |
| B000 | 8515 | DELL OPTIPLEX 760 MINI TOWER  | 3/9/2010   |
| B000 | 8527 | DELL OPTIPLEX 760 MINI TOWER  | 3/9/2010   |
| B000 | 8678 | SECURITY FIREWALL 410 AP      | 12/31/2010 |
| B000 | 8701 | PAT/CM ALARM PANEL            | 12/31/2010 |
| B000 | 8705 | PAT FXO GATEWAY 8 PORT        | 12/31/2010 |
| B000 | 8708 | PAT T1E1 GATEWAY 1 SPN AC     | 12/31/2010 |
| B000 | 8709 | PAT T1E1 GATEWAY 1 SPN AC     | 12/31/2010 |
| B000 | 8711 | KVM 2 PORT SWITCH             | 12/31/2010 |
| B000 | 8831 | DELL PRECISION T1600          | 9/16/2011  |

and, be it further

RESOLVED, That said contract shall be contingent upon the approval of the County Attorney;  
and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, County Attorney, Information Services Director, Auctions International Corporation, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor HOWARD and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 283**

Supervisors ARGOTSINGER AND LAURIA offered the following Resolution and moved its adoption:

RESOLUTION TEMPORARILY WAIVING RESIDENCY RULE FOR HIRE OF AN ASSISTANT DIRECTOR OF INFORMATION SERVICES

WHEREAS, the Information Services Director has proposed to promote a current employee in his department to the newly-created position of Assistant Director of Information Services; and

WHEREAS, the employee does not currently live in Fulton County; now, therefore be it

RESOLVED, That upon the recommendation of the Committee on Finance, the County "Residency Rule" be and hereby is waived for hire of an Assistant Director of Information Services in the Information Services Department in this instance only, contingent upon such employee being required to establish permanent residency within Fulton County by December 31, 2018; and, be it further

RESOLVED, That the Information Services Director and Personnel Director do each and every other thing necessary to further the purport of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Information Services Director, Personnel Director, Assistant Director of Information Services, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor KINOWSKI and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 284**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SALE OF CERTAIN COUNTY-OWNED  
PROPERTIES NOT MEETING THE SET MINIMUM AUCTION PRICE  
AT THE JUNE 2018 AUCTION**

WHEREAS, the 2018 auction for the sale of County-owned property was held on June 20, 2018; and

WHEREAS, Resolution No. 215 of 1997 established a procedure to set minimum bids for tax acquired properties subject to public auction, specifying that all bids over the minimum be final and executable by the County Treasurer; and

WHEREAS, certain bids received did not meet the minimum set bid prices previously established by the Board of Supervisors; and

WHEREAS, the Committee on Finance has reviewed the list of bids not meeting the minimum and determined it would be in the County's best interest to accept bids below the minimum on certain parcels in order to place them back on the active tax rolls; now, therefore be it

RESOLVED, That in addition to the parcels meeting the minimum, the County Treasurer be and hereby is authorized to sell certain County-owned properties at the identified auction bid price below the minimum, included on the attached list; and, be it further

RESOLVED, That the County Treasurer be directed to record the appropriate deed after the execution thereof and to bill the purchasers the proper fees, as well as do each and every other thing necessary to further the purport of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, County Attorney, and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BREH and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Tax Acquired Property Auction  
June 20, 2018  
Selected Sales Not Meeting the Minimum Bid**

| <u>Town/City/SBL</u>                              | <u>Purchaser</u>                    | <u>Tax Amount</u> | <u>Bid Accepted</u> |
|---|-------------------------------------|-------------------|---------------------|
| <i>Broadalbin:</i>                                |                                     |                   |                     |
| 106.8-2-1.112                                     | Michael T. Morrow                   | \$ 460.11         | \$ 300.00           |
| <i>Caroga:</i>                                    |                                     |                   |                     |
| 83.9-7-12   | Toni M. Brennan                     | \$ 494.64         | \$ 400.00           |
| <i>Ephratah:</i>                                  |                                     |                   |                     |
| 170.12-2-4  | Kellen Bassette                     | \$ 6,053.16       | \$ 2,500.00         |
| <i>Johnstown:</i>                                 |                                     |                   |                     |
| 101.-2-16   | Deena L. Sisco &<br>Thomas A. III   | \$ 9,871.34       | \$ 7,500.00         |
| 133.3-1-1.2                                       | Toni M. Brennan                     | \$ 3,769.83       | \$ 600.00           |
| 133.20-3-3  | Adam Bermas                         | \$ 1,962.57       | \$ 100.00           |
| 161.-1-13   | Charles Caruso                      | \$ 2,727.08       | \$ 2,000.00         |
| 133.20-3-13                                       | Elizabeth Renko                     | \$ 3,316.13       | \$ 1,750.00         |
| 133.20-3-14                                       | Elizabeth Renko                     | \$ 1,009.94       | \$ 500.00           |
| 133.20-3-15                                       | Elizabeth Renko                     | \$ 960.15         | \$ 500.00           |
| 133.20-3-16                                       | Elizabeth Renko                     | \$ 960.15         | \$ 500.00           |
| 133.20-3-17                                       | Elizabeth Renko                     | \$ 748.44         | \$ 500.00           |
| 133.20-3-18                                       | Elizabeth Renko                     | \$ 748.44         | \$ 500.00           |
| 133.20-3-19                                       | Elizabeth Renko                     | \$ 667.44         | \$ 500.00           |
| <i>(Above parcels sold as SBL# 133.20-3-13.5)</i> |                                     |                   |                     |
| 132.-1-27.1                                       | Gustin P. Hilts &<br>Gabrielle Hale | \$ 425.72         | \$ 200.00           |
| 149.8-17-14                                       | Danny McLaughlin                    | \$ 223.19         | \$ 100.00           |
| <i>Mayfield:</i>                                  |                                     |                   |                     |
| 58.-1-36  | Darwin R. Graham                    | \$ 6,049.26       | \$ 5,250.00         |

| <u>Town/City/SBL</u>         | <u>Purchaser</u>                     | <u>Tax Amount</u> | <u>Bid Accepted</u> |
|------------------------------|--------------------------------------|-------------------|---------------------|
| <i>City of Gloversville:</i> |                                      |                   |                     |
| 134.10-9-50                  | Betsy Figueroa                       | \$11,341.02       | \$ 1,750.00         |
| 134.11-6-22                  | Charles Caruso                       | \$ 301.59         | \$ 50.00            |
| 134.14-1-3                   | David Bradt                          | \$ 5,090.96       | \$ 2,750.00         |
| 134.14-9-11                  | Toni M. Brennan                      | \$ 518.00         | \$ 500.00           |
| 134.14-17-16.1               | Shelving Rock Partners               | \$ 8,870.19       | \$ 8,000.00         |
| 134.14-19-3                  | Herbert L. Ward                      | \$18,023.34       | \$ 7,000.00         |
| 134.15-8-19                  | Laisha Stratton                      | \$11,386.16       | \$ 9,000.00         |
| 134.17-3-67.1                | Deandre Owens                        | \$ 1,469.21       | \$ 50.00            |
| 134.18-14-16                 | Daniel A. Getwright                  | \$ 1,965.42       | \$ 400.00           |
| 134.18-18-5                  | Edrica Louis                         | \$ 9,860.71       | \$ 8,000.00         |
| 134.19-22-6                  | Charlotte L. Eaton                   | \$17,511.13       | \$ 1,000.00         |
| 148.8-4-16                   | Daniel A. Getwright                  | \$ 272.40         | \$ 100.00           |
| 148.12-2-7                   | Mary Premo                           | \$ 5,801.32       | \$ 1,750.00         |
| 149.5-19-11                  | Francis M. Svorak Jr.                | \$ 8,025.78       | \$ 6,000.00         |
| 149.5-19-24                  | Ashley Smith                         | \$14,097.46       | \$ 9,000.00         |
| 149.6-10-24                  | Kenneth Bouchard                     | \$ 4,372.07       | \$ 300.00           |
| 149.6-10-55                  | Larry McGillis                       | \$ 8,083.77       | \$ 8,000.00         |
| 149.6-10-57                  | Larry McGillis                       | \$ 1,107.69       | \$ 1,000.00         |
| 149.6-28-7                   | Mario Nora                           | \$12,425.13       | \$ 9,000.00         |
| 149.7-21-4                   | Deandre Owens                        | \$15,667.37       | \$ 600.00           |
| 149.7-10-7                   | Edrica Louis &<br>Tashia F. Beckford | \$ 1,122.07       | \$ 100.00           |
| 149.9-2-5                    | Deandre Owens                        | \$ 1,289.97       | \$ 300.00           |
| 149.10-12-15                 | Desmen LLC                           | \$ 4,325.00       | \$ 500.00           |
| 149.5-20-6                   | Beau Kicinski                        | \$13,073.37       | \$ 400.00           |
| 149.6-24-1                   | Elizabeth Renko                      | \$15,947.31       | \$ 1,000.00         |

**Resolution No. 285**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING TRANSFER OF TITLE OF 12 SOUTH MAIN STREET AND  
26 SOUTH MAIN STREET, GLOVERSVILLE TO THE CITY OF GLOVERSVILLE FOR  
NEIGHBORHOOD REHABILITATION**

WHEREAS, the County has taken custody of 12 South Main Street (Parcel 149.6-12-9) and 26 South Main Street (Parcel 149.6-12-13) in the City of Gloversville due to non-payment of taxes; and

WHEREAS, by letter from the Gloversville Mayor Dayton King, dated June 6, 2018, the City of Gloversville has requested that Fulton County donate said properties to the City of Gloversville for neighborhood rehabilitation purposes; and

WHEREAS, the County Treasurer has proposed the transfer of parcel 149.6-12-9 and parcel 149.6-12-13 to the City of Gloversville upon receipt of all conveyance fees; now, therefore be it

RESOLVED, That the County Treasurer be and hereby is authorized and directed to transfer title of 12 South Main Street (SBL 149.6-12-9) and 26 South Main Street (SBL 149.6-12-13) to the City of Gloversville in accordance with the following terms and conditions:

- The County hereby waives delinquent property taxes in the amount of \$5,874.38(12 South Main Street) and \$4,843.64 (26 S. Main Street)
- City of Gloversville will pay all conveyance fees

and, be it further

RESOLVED, That the County Treasurer be directed to record the appropriate deed after the execution thereof and after the purchaser pays the proper amount due; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Real Property Tax Services Agency, City of Gloversville, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor PERRY and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)



**Resolution No. 286**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT WITH NAPOLI SHKOLNIK, PLLC FOR LEGAL SERVICES TO RECOVER UNCOLLECTED 911 CHARGES FROM CELL PHONE PROVIDERS (COUNTY TREASURER)**

WHEREAS, the New York State Association of Counties has endorsed the law firm of Napoli Shkolnik PLLC to recover uncollected 911 surcharges from cellular providers; and

WHEREAS, the County Treasurer recommends that the County of Fulton contract with Napoli Shkolnik, PLLC to review records and pursue uncollected 911 surcharges from cellular telephone providers; now, therefore be it

RESOLVED, That upon the recommendation of the County Treasurer, and the Committee on Finance, the Chairman of the Board be and hereby is authorized to sign a retainer agreement between the County of Fulton and Napoli Shkolnik, PLLC of New York, New York, to conduct a review and pursue claims against cellular providers; such agreement to include but not limited to the following terms and conditions:

1. Any payments to Napoli Shkolnik, PLLC shall be based upon a contingency fee not to exceed 25 percent of the County's net share of any recovery;
2. There will be zero cost to Fulton County if there is no settlement or award;

and, be it further

RESOLVED, That said agreement is contingent upon approval of the County Attorney; and, be it further

RESOLVED, That the County Treasurer and County Attorney do each and everything necessary to further the purport of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, County Attorney, NYS Association of Counties, Napoli Shkolnik, PLLC, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor WILSON and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 287**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION ADOPTING THE 2018-2019 FMCC BUDGET**

WHEREAS, the Fulton-Montgomery Community College Board of Trustees has presented the sponsoring counties with a 2018-2019 budget request, proposing a total FMCC budget of \$19,805,613.00; and

WHEREAS, a public hearing related to the adoption of said FMCC Budget was held on July 9, 2018 and everyone who wanted to speak was heard; now, therefore be it

RESOLVED, That the several amounts reflecting the share to be appropriated by Fulton County be and the same hereby are appropriated for the objects and purposes specified below, to become effective September 1, 2018:

|                                       |                      |
|---------------------------------------|----------------------|
| Fulton County Sponsor Share :         | \$ 1,545,821.00      |
| Revenues and Montgomery County Share: | <u>18,259,792.00</u> |
| Total FMCC Operating Budget           | \$19,805,613.00      |

and, be it further

RESOLVED, That the share and obligation of the County of Fulton shall be included in the Fulton County Budget for 2018, as provided for in Section 6304 of the Education Law of the State of New York; and, be it further

RESOLVED, That the Board of Supervisors hereby directs the FMCC Board of Trustees to prepare a final 2018-2019 College budget in accordance with the sums appropriated herein; and, be it further

RESOLVED, That this Resolution is contingent upon adoption of a similar resolution by the Montgomery County Legislature; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, FMCC Board of Trustees, Montgomery County Legislature, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BLACKMON and adopted by the following vote:

TOTAL: Ayes: 505 (18) Nays: 0 Abstentions: 25 (1) (Supervisor Young)  
Absent: 21 (1) (Supervisor Callery)

**Resolution No. 288**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION AUTHORIZING DISPOSAL OF CERTAIN SURPLUS EQUIPMENT

WHEREAS, the Purchasing Agent recommends disposal of broken equipment in certain departments; now, therefore be it

RESOLVED, That the Purchasing Agent be and hereby is authorized to dispose of the following County surplus equipment, in accordance with the Fulton County Purchasing and Audit Guidelines:

Planning:

Chair (Pink) (Old#900)

Chair (Pink) (Old#911)

Canon Fax Machine (Old#5842)

and, be it further

RESOLVED, That the Superintendent of Highways and Facilities, Solid Waste Director and Purchasing Agent be and hereby are directed to arrange for the disposal of the listed surplus as scrap and/or refuse, to be coordinated with the Solid Waste Department's current bulky metals contract, as necessary; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Superintendent of Highways and Facilities, Planning Director, Solid Waste Director, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BORN and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 289**

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

**RESOLUTION AUTHORIZING CERTAIN TRANSFERS AND BUDGET AMENDMENTS**

RESOLVED, That the County Treasurer be and hereby is directed to make the following transfers:

Sheriff

|  |           |
|--|-----------|
| From: A.3110.3110-2000 – EXP – Equipment – Fixed Asset | \$ 695.00 |
| A.3110.3110-4040 – EXP – Insurance                     | 250.00    |
| To: A.3110.3110-4010 – EXP – Equipment – Non-Asset     | \$ 945.00 |

and, be it further

RESOLVED, That the 2018 Adopted Budget be and hereby is amended as follows:

Sheriff

Revenue

|  |            |
|--|------------|
| Increase A.3110.3110-2680 – REV – Insurance Recoveries | \$7,876.00 |
|--|------------|

Appropriation

|  |            |
|--|------------|
| Increase A.3110.3110-4540 –EXP – Vehicle Maintenance | \$7,876.00 |
|--|------------|

Revenue

|   |            |
|---|------------|
| Decrease A.3110.3110-2705 – REV – Gifts and Donations | \$1,715.00 |
|---|------------|

Appropriation

|   |            |
|---|------------|
| Decrease A.3110.3110-2000 – EXP – Equipment – Fixed Asset | \$1,715.00 |
|---|------------|

and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Sheriff, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor WALDRON and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

**Resolution No. 290**

Supervisor LAURIA offered the following Resolution and moved its adoption:

**RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF FULTON AND CSEA LOCAL #818 GENERAL UNIT (2018-2021)**

RESOLVED, That the Fulton County Board of Supervisors, by this Resolution, hereby ratifies the 2018-2021 Collective Bargaining Agreement between the County of Fulton and General Unit, C.S.E.A. Local 818, as attached hereto and made a part hereof, and authorizes the Chairman of the Board to sign the Memorandum of Agreement, as well as authorization to sign any subsequent final agreement documents; and, be it further

RESOLVED, That the Personnel Director be and hereby is directed to transmit the necessary copies of said Agreement, when available, to the respective affected departments for distribution to its employees; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Personnel Director, C.S.E.A. Local 818, All Department Heads, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor BRADT and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

## Memorandum of Agreement

By and Between  
The County of Fulton and  
The Civil service Employees Association, Inc.  
Local 1000 AFSCME, AFL-CIO Fulton County General Unit

The County of Fulton (the “County”) and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO, Fulton County General Unit, Local 818 (the “Union”) are parties to a Collective Bargaining Agreement for the term January 1, 2015 through December 31, 2017 (the “Agreement”).

The County and Union wish to modify the Agreement as follows:

1. Amend Article III, Section 2 (p.4) to add a new Section D:

D. Within three (3) business days of separation from service or in cases where a new uniform company is contracted with and ceases to do business with the County, each employee is expected to return all sets of uniforms in his/her possession. The cost of items not returned will be recouped from the at-issue employee. (Co. #1)

2. Amend Article XXV (p. 35) to state:

- Change title to read “Employee Resignation or Separation from Service”
- Add a new paragraph “C” as follows:

Within three (3) business days of separation from service an employee is expected to return all issued sets of uniforms.

Failure to do so will result in the cost of the unreturned items being deducted from any final payment from the County. (Co. #4)

3. Amend Article XXVIII (pp. 36-37) to add:

Employees must, at all times, comply with local, state and/or federal guidelines, rules or law concerning clothing and footwear appropriate for their respective job title. (Co. #5)

4. Amend Article IV, Section 2.A. (p. 10) to read as follows:

Employees shall receive time and one-half for overtime in excess of seven (7) hours per day (35 hours per week) or eight (8) hours per day (40 hours per week). Those employees working 35 hour work weeks will be paid time and one-half for the period worked in excess of 35 hours to 40 hours; however, an

employee, with the prior approval of the Department Head, may elect (in lieu of overtime pay) hour-for-hour compensatory time off for the hours in excess of 35 hours up to 40 hours per week. If compensatory time off is elected (and prior approved) any and all compensatory time must be used within six (6) months of being earned. (Co. #6)

5. Amend Article III, Section 3 (pp. 4-5) at Subsection A. to add the following:

An employee called in to work either for their regular shift or for on-call or call-back purposes will not be entitled to mileage from their home to place of employment; however, when the employee is dispatched from their home and proceeding directly to the client, mileage will still be paid. (Co. #2)

6. Article III, Section 3.F. (p. 5) shall be amended to, after ratification by the Board of Supervisors, increase weekend on-call from \$75.00 to \$100.00 (Un #4)

Further amend (top of p. 6) to read “Monday through Friday” for the Weekday/Holiday (Un #5)

7. Amend Article V, Section 3.a. (p. 13) shall be amended (for Highway Department employees only) to add:

An employee who is required to work on a day designated as the holiday, either the designated holiday or the legal holiday, pursuant to Section 1, shall be compensated as follows: (remainder of 3.a. remains as in CBA). (Un #7)

8. Article III, Section 3 shall be amended to add new sections – This union proposal #6 will be addressed through the labor-management committee process. (Un #6)

9. Article XXXII, Duration (p. 39) shall be amended to be: January 1, 2018 through December 31, 2021 (Un #13)

10. Article III, Section 1.A. (wages) and Schedule A shall be amended as follows:

Effective and retro to 1/1/18: \$.50 per hour to be added to the salary schedule  
Effective 1/1/19: \$.50 per hour added to the salary schedule  
Effective 1/1/20: \$.50 per hour added to the salary schedule  
Effective 1/1/21: \$.50 per hour added to the salary schedule  
(Un #1)

11. Items not included in the Memorandum are deemed withdrawn, as such, this memorandum constitutes the entire agreement of the parties as to modification to the current agreement.

- 12.** The Union reserves the right to have the tentative agreement taken to its membership for a ratification vote; the County reserves the right to have the tentative agreement taken before the Board of Supervisors for a ratification vote.

(This document to be attached to the Memorandum of Agreement, dated May 2, 2018.)



**Resolution No. 291**

Supervisor LAURIA offered the following Resolution and moved its adoption:

**RESOLUTION ADOPTING THE NON-UNION SALARY SCHEDULE (2018-2021)**

WHEREAS, the Committee on Personnel has conducted a review of the Non-Union Salary Structure; and

WHEREAS, said Committee recommends the attached salary list as appropriate for non-union personnel, excluding Department Heads and Elected Officials; now, therefore be it

RESOLVED, That effective from and as of January 1, 2018, the salaries, as attached hereto and made a part of this Resolution, be accepted and approved for the employees contained within various schedules for Non-Union employees, excluding Department Heads and Elected Officials which represents increases as follows:

|                 |             |
|-----------------|-------------|
| January 1, 2018 | 2.6 percent |
| January 1, 2019 | 2.6 percent |
| January 1, 2020 | 2.6 percent |
| January 1, 2021 | 2.6 percent |

and, be it further

RESOLVED, That should any other adjustments to said schedules become necessary, the Personnel Director shall submit those requests to the Board of Supervisors through the Personnel Committee for review and dispensation; and, be it further

RESOLVED, That the Personnel Director be and hereby is directed to do each and every other thing necessary to further the purport of this Resolution; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer and all Fulton County Department Heads.

Seconded by Supervisor BREH and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

| 1/1/18 - 1/1/21 NON-UNION SALARIES  |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
|---|--|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|
| (1/1/18 - 2.6%; 1/1/19 - 2.6%; 1/1/20 - 2.6%; 1/1/21 - 2.6%)  |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
|   |  |                               |                            |                               |                            | 2.60%                         |                            |                               |                            | 2.60%                         | 2.60%                      |
| PROFESSIONAL AND SUPERVISORY  |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| JOB GROUP   | POSITION   | 1/1/2017<br>MINIMUM<br>SALARY | 1/1/2017<br>BASE<br>SALARY | 1/1/2018<br>MINIMUM<br>SALARY | 1/1/2018<br>BASE<br>SALARY | 1/1/2019<br>MINIMUM<br>SALARY | 1/1/2019<br>BASE<br>SALARY | 1/1/2020<br>MINIMUM<br>SALARY | 1/1/2020<br>BASE<br>SALARY | 1/1/2021<br>MINIMUM<br>SALARY | 1/1/2021<br>BASE<br>SALARY |
| P/S-1   | Deputy Election Commissioner                               | \$30,081                      | \$35,389                   | \$30,863                      | \$36,309                   | \$31,665                      | \$37,253                   | \$32,489                      | \$38,222                   | \$33,334                      | \$39,216                   |
| P/S-2   | Assistant Deputy County Treasurer                          | \$35,255                      | \$41,477                   | \$36,172                      | \$42,555                   | \$37,112                      | \$43,661                   | \$38,077                      | \$44,796                   | \$39,067                      | \$45,961                   |
| P/S-3   | Assistant DA (4th)   | \$40,800                      | \$48,000                   | \$41,861                      | \$49,248                   | \$42,949                      | \$50,528                   | \$44,066                      | \$51,842                   | \$45,212                      | \$53,190                   |
|   | Deputy Budget Director/County Auditor                      | \$39,283                      | \$46,216                   | \$40,305                      | \$47,418                   | \$41,354                      | \$48,651                   | \$42,429                      | \$49,916                   | \$43,532                      | \$51,214                   |
|   | Deputy County Clerk  | \$37,209                      | \$43,776                   | \$38,177                      | \$44,914                   | \$39,170                      | \$46,082                   | \$40,188                      | \$47,280                   | \$41,233                      | \$48,509                   |
|   | Deputy County Treasurer                                    | \$43,227                      | \$50,856                   | \$44,351                      | \$52,178                   | \$45,505                      | \$53,535                   | \$46,688                      | \$54,927                   | \$47,902                      | \$56,355                   |
|   | Deputy Director of Personnel                               | \$43,227                      | \$50,856                   | \$44,351                      | \$52,178                   | \$45,505                      | \$53,535                   | \$46,688                      | \$54,927                   | \$47,902                      | \$56,355                   |
|   | Deputy Superintendent of Facilities (40 hrs) <sup>4</sup>  | \$43,427                      | \$51,091                   | \$44,556                      | \$52,419                   | \$45,568                      | \$53,908                   | \$46,688                      | \$55,208                   | \$47,245                      | \$56,863                   |
|   | Lieutenant Correction Officer (40 hrs)                     | \$45,690                      | \$53,753                   | \$46,878                      | \$55,151                   | \$48,097                      | \$56,585                   | \$49,348                      | \$58,056                   | \$50,630                      | \$59,565                   |
| P/S-4   | Captain (40 hrs)   | \$53,213                      | \$62,603                   | \$54,596                      | \$64,231                   | \$56,016                      | \$65,901                   | \$57,472                      | \$67,614                   | \$58,966                      | \$69,372                   |
|   | Captain (Corrections)(40 hrs)                              | \$53,213                      | \$62,603                   | \$54,596                      | \$64,231                   | \$56,016                      | \$65,901                   | \$57,472                      | \$67,614                   | \$58,966                      | \$69,372                   |
| P/S-5   |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| P/S-6   |  | \$50,956                      | \$59,948                   | \$52,281                      | \$61,507                   | \$53,640                      | \$63,106                   | \$55,035                      | \$64,747                   | \$56,466                      | \$66,430                   |
| P/S-7   | Probation Supervisor                                       | \$50,950                      | \$59,941                   | \$52,274                      | \$61,499                   | \$53,633                      | \$63,098                   | \$55,028                      | \$64,739                   | \$56,459                      | \$66,422                   |
| P/S-8   | Assistant DA <sup>1,5</sup>                                | \$53,251                      | \$62,648                   | \$51,950                      | \$61,118                   | \$53,301                      | \$62,707                   | \$54,686                      | \$64,337                   | \$56,109                      | \$66,010                   |
|   | Assistant DA <sup>1</sup>                                  | \$48,017                      | \$56,490                   | \$51,950                      | \$61,118                   | \$53,301                      | \$62,707                   | \$54,686                      | \$64,337                   | \$56,109                      | \$66,010                   |
|   | Deputy Director of Solid Waste (Adm) (40 hrs) <sup>3</sup> | \$62,900                      | \$74,000                   | \$64,535                      | \$75,924                   | \$66,213                      | \$77,898                   | \$67,935                      | \$79,923                   | \$69,701                      | \$82,001                   |
|   | Deputy Director of Solid Waste (Ops) (40 hrs) <sup>2</sup> | \$62,900                      | \$74,000                   | \$64,535                      | \$75,924                   | \$66,213                      | \$77,898                   | \$67,935                      | \$79,923                   | \$69,701                      | \$82,001                   |
|   | Deputy Superintendent of Highways (40 hrs)                 | \$51,567                      | \$60,667                   | \$52,907                      | \$62,244                   | \$54,283                      | \$63,862                   | \$55,694                      | \$65,522                   | \$57,142                      | \$67,226                   |
| P/S-9   | Assistant DA (1st)   | \$69,680                      | \$81,977                   | \$71,492                      | \$84,108                   | \$73,351                      | \$86,295                   | \$75,258                      | \$88,539                   | \$77,215                      | \$90,841                   |
|   | Asst Public Health Director (40 hrs)                       | \$64,320                      | \$75,670                   | \$65,992                      | \$77,637                   | \$67,708                      | \$79,656                   | \$69,468                      | \$81,727                   | \$71,274                      | \$83,852                   |
|   | Deputy Commissioner of Social Services                     | \$54,628                      | \$64,268                   | \$56,048                      | \$65,939                   | \$57,505                      | \$67,653                   | \$59,000                      | \$69,412                   | \$60,534                      | \$71,217                   |
|   | Undersheriff (40 hrs)                                      | \$56,660                      | \$66,658                   | \$58,132                      | \$68,391                   | \$59,644                      | \$70,169                   | \$61,194                      | \$71,993                   | \$62,786                      | \$73,865                   |
| <b>REMARKS:</b>   |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| 1) Reso 456 (11/20/17) - 2nd and 3rd ADA renamed to ADA at a 2017 salary of \$59,569 eff 1/1/18. (\$59,569 X 2.6% = \$61,118)                                   |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| 2) Reso 463 (11/28/17) - Created Deputy Director of Solid Waste (Operations) eff 1/1/18. Set 2017 Min Sal at \$62,900/Base Sal at \$74,000.                     |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| 3) Reso 464 (11/28/17) - Created Deputy Director of Solid Waste (Administration) eff 1/1/18. Set 2017 Min Sal at \$62,900/Base Sal at \$74,000.                 |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| 4) Reso 138 (4/9/18) - Reallocated Deputy Supt of Facilities salary to \$57,633 effective 5/1/18. (\$46,106 minimum/\$57,633 base) (\$57,633 X 2.6% = \$59,131) |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| 5) Reso 163 (4/8/18) - Authorized moving incumbent to Base Rate of \$59,569 effective 5/1/18. (\$59,569 X 2.6% = \$61,118)                                      |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |

| 1/1/18- 1/1/21 NON-UNION SALARIES  |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
|--|--|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|
| (1/1/18 - 2.6%; 1/1/19 - 2.6%; 1/1/20 - 2.6%; 1/1/21 - 2.6%)   |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| ADMINISTRATIVE & TECHNICAL   |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| JOB GROUP  | POSITION   | 1/1/2017<br>MINIMUM<br>SALARY | 1/1/2017<br>BASE<br>SALARY | 1/1/2018<br>MINIMUM<br>SALARY | 1/1/2018<br>BASE<br>SALARY | 1/1/2019<br>MINIMUM<br>SALARY | 1/1/2019<br>BASE<br>SALARY | 1/1/2020<br>MINIMUM<br>SALARY | 1/1/2020<br>BASE<br>SALARY | 1/1/2021<br>MINIMUM<br>SALARY | 1/1/2021<br>BASE<br>SALARY |
| A/T-1  | Administrative Secretary (DSS) (35 hrs)              | \$32,113                      | \$37,781                   | \$32,949                      | \$38,763                   | \$33,805                      | \$39,771                   | \$34,684                      | \$40,805                   | \$35,586                      | \$41,866                   |
|  | Legislative Aide <sup>1</sup>                        | \$35,402                      | \$41,650                   | \$36,323                      | \$42,733                   | \$37,267                      | \$43,844                   | \$38,236                      | \$44,984                   | \$39,231                      | \$46,154                   |
|  | Clerk (BOE)  | \$23,828                      | \$28,033                   | \$24,448                      | \$28,762                   | \$25,083                      | \$29,510                   | \$25,735                      | \$30,277                   | \$26,404                      | \$31,064                   |
|  | Payroll Benefits Administrator (Pers)                | \$31,427                      | \$36,973                   | \$32,244                      | \$37,934                   | \$33,082                      | \$38,920                   | \$33,942                      | \$39,932                   | \$34,824                      | \$40,970                   |
|  | Payroll Benefits Clerk (Pers)                        | \$25,699                      | \$30,234                   | \$26,367                      | \$31,020                   | \$27,053                      | \$31,827                   | \$27,757                      | \$32,655                   | \$28,478                      | \$33,504                   |
|  | Personnel Clerk                                      | \$25,056                      | \$29,478                   | \$25,707                      | \$30,244                   | \$26,376                      | \$31,030                   | \$27,061                      | \$31,837                   | \$27,765                      | \$32,665                   |
|  | Personnel Specialist                                 | \$27,830                      | \$32,741                   | \$28,553                      | \$33,592                   | \$29,295                      | \$34,465                   | \$30,057                      | \$35,361                   | \$30,838                      | \$36,280                   |
|  | Secretary to the Sheriff (40 hrs)                    | \$31,952                      | \$37,590                   | \$32,782                      | \$38,567                   | \$33,635                      | \$39,570                   | \$34,609                      | \$40,599                   | \$35,407                      | \$41,655                   |
|  | Senior Payroll Clerk (Personnel)                     | \$27,618                      | \$32,491                   | \$28,336                      | \$33,336                   | \$29,073                      | \$34,203                   | \$29,828                      | \$35,092                   | \$30,603                      | \$36,004                   |
| A/T-2  |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| A/T-3  | Confidential Secretary to DA                         | \$42,189                      | \$49,634                   | \$43,285                      | \$50,924                   | \$44,411                      | \$52,248                   | \$45,565                      | \$53,606                   | \$46,750                      | \$55,000                   |
| A/T-3a   |  | \$56,131                      | \$66,036                   | \$57,590                      | \$67,753                   | \$59,088                      | \$69,515                   | \$60,624                      | \$71,322                   | \$62,200                      | \$73,176                   |
| A/T-4  | Accountant (35 hrs) (MHC)                            | \$43,409                      | \$51,069                   | \$44,537                      | \$52,397                   | \$45,695                      | \$53,759                   | \$46,883                      | \$55,157                   | \$48,102                      | \$56,591                   |
|  | Accounting Supervisor, Grade B                       | \$43,409                      | \$51,069                   | \$44,537                      | \$52,397                   | \$45,695                      | \$53,759                   | \$46,883                      | \$55,157                   | \$48,102                      | \$56,591                   |
|  | Director of Communications                           | \$41,650                      | \$49,000                   | \$42,733                      | \$50,274                   | \$43,844                      | \$51,581                   | \$44,984                      | \$52,922                   | \$46,153                      | \$54,298                   |
|  | Public Health Fiscal Manager                         | \$43,409                      | \$51,069                   | \$44,537                      | \$52,397                   | \$45,695                      | \$53,759                   | \$46,883                      | \$55,157                   | \$48,102                      | \$56,591                   |
|  | Solid Waste Operations Manager (40 hrs) <sup>2</sup> | \$48,782                      | \$57,390                   | \$50,050                      | \$58,882                   | \$51,351                      | \$60,413                   | \$52,686                      | \$61,984                   | \$54,057                      | \$63,596                   |
| A/T-5  | Highway Maintenance Supervisor (40 hrs)              | \$45,530                      | \$53,565                   | \$46,714                      | \$54,958                   | \$47,929                      | \$56,387                   | \$49,175                      | \$57,853                   | \$50,453                      | \$59,357                   |
| A/T-6  | Director of Financial Assistance                     | \$47,416                      | \$55,784                   | \$48,649                      | \$57,234                   | \$49,914                      | \$58,722                   | \$51,212                      | \$60,249                   | \$52,543                      | \$61,815                   |
|  | Director of Services                                 | \$47,416                      | \$55,784                   | \$48,649                      | \$57,234                   | \$49,914                      | \$58,722                   | \$51,212                      | \$60,249                   | \$52,543                      | \$61,815                   |
| A/T-7  | Supervising Public Health Nurse (40 hrs)             | \$58,311                      | \$68,602                   | \$59,828                      | \$70,386                   | \$61,384                      | \$72,216                   | \$62,980                      | \$74,094                   | \$64,618                      | \$76,021                   |
| A/T-7a   |  | \$56,404                      | \$66,358                   | \$57,871                      | \$68,083                   | \$59,375                      | \$69,853                   | \$60,920                      | \$71,670                   | \$62,503                      | \$73,533                   |
| A/T-8  |  | \$50,862                      | \$59,838                   | \$52,185                      | \$61,394                   | \$53,542                      | \$62,990                   | \$54,934                      | \$64,628                   | \$56,362                      | \$66,308                   |
| A/T-8a   |  | \$54,485                      | \$64,100                   | \$55,902                      | \$65,767                   | \$57,355                      | \$67,477                   | \$58,846                      | \$69,231                   | \$60,376                      | \$71,031                   |
| A/T-9  | Civil Engineer                                       | \$56,693                      | \$66,697                   | \$58,166                      | \$68,431                   | \$59,679                      | \$70,210                   | \$61,231                      | \$72,036                   | \$62,823                      | \$73,909                   |
|  | Senior Planner                                       | \$56,693                      | \$66,697                   | \$58,166                      | \$68,431                   | \$59,679                      | \$70,210                   | \$61,231                      | \$72,036                   | \$62,823                      | \$73,909                   |
| A/T-10a  |  | \$59,510                      | \$70,012                   | \$61,057                      | \$71,832                   | \$62,645                      | \$73,700                   | \$64,274                      | \$75,616                   | \$65,945                      | \$77,582                   |
| A/T-11   |  | \$53,657                      | \$63,126                   | \$55,052                      | \$64,767                   | \$56,483                      | \$66,451                   | \$57,952                      | \$68,179                   | \$59,459                      | \$69,952                   |
| A/T-12   | Assistant Public Defender                            | \$69,584                      | \$81,864                   | \$71,393                      | \$83,992                   | \$73,250                      | \$86,176                   | \$75,154                      | \$88,417                   | \$77,109                      | \$90,716                   |
|  | Social Services Attorney <sup>3</sup>                | \$63,575                      | \$74,794                   | \$65,228                      | \$76,739                   | \$66,924                      | \$78,734                   | \$68,664                      | \$80,781                   | \$70,449                      | \$82,881                   |
| REMARKS:   |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| 1) Reso 566 (11/26/07) - Increased Deputy Clerk of the Board stipend to \$6,000 and increased Deputy Purchasing Agent stipend to \$4,000 eff 1/1/08. Not included in base. |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| 2) Reso 87 (2/12/18) - Authorized hiring at permanent, one year rate.  |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |
| 3) Reso 195 (5/14/18) Authorized hiring at permanent, one year rate.   |  |                               |                            |                               |                            |                               |                            |                               |                            |                               |                            |

| <b>1/1/18 - 1/1/21 NON-UNION SALARIES</b>   |                                   |                   |                                     |                                     |                                     |                                     |                                     |
|---|-----------------------------------|-------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| (1/1/18 - 2.6%; 1/1/19 - 2.6%; 1/1/20 - 2.6%; 1/1/21 - 2.6%)                            |                                   |                   |                                     |                                     |                                     |                                     |                                     |
|   |                                   |                   |                                     | 2.60%                               | 2.60%                               | 2.60%                               | 2.60%                               |
|   |                                   | <b>incumbents</b> | <b>1/1/2017<br/>BASE<br/>SALARY</b> | <b>1/1/2018<br/>BASE<br/>SALARY</b> | <b>1/1/2019<br/>BASE<br/>SALARY</b> | <b>1/1/2020<br/>BASE<br/>SALARY</b> | <b>1/1/2021<br/>BASE<br/>SALARY</b> |
|   | District Attorney <sup>1, 2</sup> | <b>Brown</b>      | \$183,350                           | \$192,945                           | \$192,945                           | \$192,945                           | \$192,945                           |
|   | County Attorney                   | <b>Brott</b>      | \$62,902                            | \$64,537                            | \$66,215                            | \$67,937                            | \$69,703                            |
| REMARKS:  |                                   |                   |                                     |                                     |                                     |                                     |                                     |
| 1) Annual salary set by statute.  |                                   |                   |                                     |                                     |                                     |                                     |                                     |
| 2) Reso 312 (9/12/16) Annual salary increased by statute effective 4/1/18 to \$192,945. |                                   |                   |                                     |                                     |                                     |                                     |                                     |

| 1/1/18 - 1/1/21 NON-UNION SALARIES   |                            |                            |                            |                            |                            |
|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| (1/1/18 - 2.6%; 1/1/19 - 2.6%; 1/1/20 - 2.6%; 1/1/21 - 2.6%)   |                            | 2.60%                      | 2.60%                      | 2.60%                      | 2.60%                      |
| <b><u>PART-TIME EMPLOYEES</u></b>  |                            |                            |                            |                            |                            |
|  | 1/1/2017<br>BASE<br>SALARY | 1/1/2018<br>BASE<br>SALARY | 1/1/2019<br>BASE<br>SALARY | 1/1/2020<br>BASE<br>SALARY | 1/1/2021<br>BASE<br>SALARY |
| Assistant County Attorney <sup>2</sup>   | \$25,931                   | \$26,605                   | \$27,297                   | \$28,007                   | \$28,735                   |
| Assistant Public Defender (PT)(1st - 20 hrs/wk)  | \$43,830                   | \$44,970                   | \$46,139                   | \$47,339                   | \$48,570                   |
| Assistant Public Defender (PT)(2nd - 20 hrs/wk)  | \$41,117                   | \$42,186                   | \$43,283                   | \$44,408                   | \$45,563                   |
| Assistant Public Defender (PT)(3rd - 20 hrs/wk)  | \$39,134                   | \$40,151                   | \$41,195                   | \$42,266                   | \$43,365                   |
| Assistant Public Defender (PT) (5th - 20 hrs/week) <sup>4</sup>  | \$38,966                   | \$39,979                   | \$41,018                   | \$42,085                   | \$43,179                   |
| Assistant Public Defender (PT) (6th - 20 hrs/week) <sup>4</sup>  | \$39,134                   | \$40,151                   | \$41,195                   | \$42,266                   | \$43,365                   |
| Assistant Social Services Attorney (17.5 hrs/wk)   | \$28,796                   | \$29,545                   | \$30,313                   | \$31,101                   | \$31,910                   |
| County Historian <sup>3</sup>  | \$8,699                    | \$8,925                    | \$9,157                    | \$9,395                    | \$9,639                    |
| Deputy Coroner   | \$160/case                 | \$160/case                 | \$160/case                 | \$160/case                 | \$160/case                 |
| Director of Veterans Service Agency (20 hrs/wk)  | \$26,630                   | \$27,322                   | \$28,032                   | \$28,761                   | \$29,509                   |
| Election Commissioners (PT)(10 hrs/wk) <sup>1</sup>  | \$14,769                   | \$15,153                   | \$15,547                   | \$15,951                   | \$16,366                   |
| Mortgage Tax Clerk   | \$2,362                    | \$2,423                    | \$2,486                    | \$2,551                    | \$2,617                    |
| Public Defender (PT) (20 hrs/wk)   | \$68,622                   | \$70,406                   | \$72,237                   | \$74,115                   | \$76,042                   |
| Voting Machine Custodians  | \$17,227                   | \$17,675                   | \$18,135                   | \$18,607                   | \$19,090                   |
| <b>REMARKS:</b>  |                            |                            |                            |                            |                            |
| 1) Reso 334 (9/13/10) - Established positions as salaried for payroll purposes with a workweek of 10 hrs/week. |                            |                            |                            |                            |                            |
| 2) Reso 360 (11/12/13) Established workweek of 17.5 hrs/week.  |                            |                            |                            |                            |                            |
| 3) Reso 360 (11/12/13) Established workweek of 10 hrs/week.  |                            |                            |                            |                            |                            |
| 4) Position and salary contingent upon grant funding.  |                            |                            |                            |                            |                            |

**Resolution No. 292**

Supervisor LAURIA offered the following Resolution and moved its adoption:

**RESOLUTION SETTING DATE OF PUBLIC HEARING ON PROPOSED LOCAL LAW "B"  
of 2018 ADJUSTING SALARIES OF ELECTED AND APPOINTED POSITIONS IN THE  
COUNTY OF FULTON (2018-2021)**

WHEREAS, there has been duly presented and introduced at a meeting of the Fulton County Board of Supervisors, held on July 9, 2018, a proposed local law entitled, "LOCAL LAW 'B' OF 2018 ADJUSTING SALARIES OF ELECTED AND APPOINTED POSITIONS IN THE COUNTY OF FULTON"; and

WHEREAS, by this Local Law, the Board of Supervisors desires to increase the salaries of positions identified therein by 2.60 percent for 2018, 2019, 2020, and 2021; now, therefore be it

RESOLVED, That a public hearing shall be held for said proposed Local Law "B" for the year 2018 by the Fulton County Board of Supervisors, on August 13, 2018, at 1:30 p.m., in the Supervisors' Chambers, County Office Building, Johnstown, NY, and at least seven days' notice (excluding Sundays) of such public hearing be given by the Clerk of the Board by duly posting upon the bulletin boards of the Fulton County Office Building, Johnstown, NY, and by publication at least once in the official Fulton County newspaper; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, County Attorney, Personnel Director, All County Department Heads, NYS Comptroller and Administrative Officer/Clerk of the Board.

Seconded by Supervisor KINOWSKI and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)

|                               |  | 1/1/18 - 1/1/21 DEPARTMENT HEAD SALARIES                     |                               |                              |                               |                               |                              |                               |                               |                              |                               |                               |                              | 2.60%                         |                               | 2.60%                        |  | 2.60% |  | 2.60% |  |
|-------------------------------|--|--|-------------------------------|------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|-------------------------------|------------------------------|-------------------------------|-------------------------------|------------------------------|--|-------|--|-------|--|
|                               |  | (1/1/18 - 2.6%; 1/1/19 - 2.6%; 1/1/20 - 2.6%; 1/1/21 - 2.6%) |                               |                              |                               |                               |                              |                               |                               |                              |                               |                               |                              |                               |                               |                              |  |       |  |       |  |
| Now, therefore be it enacted. |  |  |                               |                              |                               |                               |                              |                               |                               |                              |                               |                               |                              |                               |                               |                              |  |       |  |       |  |
| JOB GROUP                     | POSITION   | 1/1/2017<br>MINIMUM<br>SALARY                                | 1/1/2017<br>MAXIMUM<br>SALARY | 1/1/2017<br>ACTUAL<br>SALARY | 1/1/2018<br>MINIMUM<br>SALARY | 1/1/2018<br>MAXIMUM<br>SALARY | 1/1/2018<br>ACTUAL<br>SALARY | 1/1/2019<br>MINIMUM<br>SALARY | 1/1/2019<br>MAXIMUM<br>SALARY | 1/1/2019<br>ACTUAL<br>SALARY | 1/1/2020<br>MINIMUM<br>SALARY | 1/1/2020<br>MAXIMUM<br>SALARY | 1/1/2020<br>ACTUAL<br>SALARY | 1/1/2021<br>MINIMUM<br>SALARY | 1/1/2021<br>MAXIMUM<br>SALARY | 1/1/2021<br>ACTUAL<br>SALARY |  |       |  |       |  |
| D-1                           | Director of Weights & Measures                           | \$40,811   | \$61,099                      | \$47,847                     | \$41,872                      | \$62,688                      | \$49,091                     | \$42,961                      | \$64,318                      | \$50,367                     | \$44,078                      | \$65,990                      | \$51,677                     | \$45,225                      | \$67,706                      | \$53,021                     |  |       |  |       |  |
|                               | Fire Coordinator/Civil Defense Director                  |  |                               | \$51,109                     |                               |                               | \$52,438                     |                               |                               | \$53,801                     |                               | \$55,200                      |                              |                               | \$56,635                      |                              |  |       |  |       |  |
| D-2                           | Budget Director/County Auditor                           | \$50,954   | \$77,642                      | \$72,587                     | \$52,279                      | \$79,661                      | \$74,474                     | \$53,638                      | \$81,732                      | \$76,410                     | \$55,033                      | \$83,857                      | \$78,397                     | \$56,464                      | \$86,037                      | \$80,435                     |  |       |  |       |  |
|                               | Director of Information Services/Printing                |  |                               | \$77,642                     |                               |                               | \$79,661                     |                               |                               | \$81,732                     |                               | \$83,857                      |                              |                               | \$86,037                      | \$86,037                     |  |       |  |       |  |
|                               | Director of Personnel                                    |  |                               | \$64,064                     |                               |                               | \$65,730                     |                               |                               | \$67,439                     |                               | \$69,192                      |                              |                               | \$70,991                      | \$70,991                     |  |       |  |       |  |
|                               | Director of Real Property Tax Svc Agency                 |  |                               | \$65,455                     |                               |                               | \$67,157                     |                               |                               | \$68,903                     |                               | \$70,694                      |                              |                               | \$72,532                      | \$72,532                     |  |       |  |       |  |
| D-3                           | Administrative Officer/Clerk of the Board                | \$63,633   | \$102,452                     | \$92,963                     | \$65,287                      | \$105,116                     | \$95,380                     | \$66,985                      | \$107,849                     | \$97,880                     | \$68,727                      | \$110,653                     | \$100,404                    | \$70,514                      | \$113,530                     | \$103,015                    |  |       |  |       |  |
|                               | Commissioner of Social Services <sup>4</sup>             |  |                               | \$84,309                     |                               |                               | \$86,501                     |                               |                               | \$88,750                     |                               | \$91,058                      |                              |                               | \$93,426                      | \$93,426                     |  |       |  |       |  |
|                               | Director of Office for the Aging <sup>1</sup>            |  |                               | \$64,414                     |                               |                               | \$66,089                     |                               |                               | \$67,807                     |                               | \$69,570                      |                              |                               | \$71,379                      | \$71,379                     |  |       |  |       |  |
|                               | Director of Solid Waste Management (40 hrs) <sup>3</sup> |  |                               | \$96,585                     |                               |                               | \$98,585                     |                               |                               | \$99,096                     |                               | \$101,672                     |                              |                               | \$104,315                     | \$104,315                    |  |       |  |       |  |
|                               | Planning Director <sup>2</sup>                           |  |                               | \$80,562                     |                               |                               | \$80,562                     |                               |                               | \$82,657                     |                               | \$84,806                      |                              |                               | \$87,011                      | \$87,011                     |  |       |  |       |  |
|                               | Probation Director                                       |  |                               | \$73,039                     |                               |                               | \$74,938                     |                               |                               | \$76,886                     |                               | \$78,885                      |                              |                               | \$80,936                      | \$80,936                     |  |       |  |       |  |
|                               | Public Health Director (40 hrs)                          |  |                               | \$86,994                     |                               |                               | \$89,256                     |                               |                               | \$91,577                     |                               | \$93,958                      |                              |                               | \$96,401                      | \$96,401                     |  |       |  |       |  |
|                               | Superintendent of Highways & Facilities                  |  |                               | \$87,946                     |                               |                               | \$90,233                     |                               |                               | \$92,579                     |                               | \$94,986                      |                              |                               | \$97,456                      | \$97,456                     |  |       |  |       |  |
|                               | Director of Community Services                           |  |                               | \$92,655                     |                               |                               | \$95,064                     |                               |                               | \$97,536                     |                               | \$100,072                     |                              |                               | \$102,674                     | \$102,674                    |  |       |  |       |  |
|                               | <b>ELECTED OFFICIALS (NO LONGEVITY)</b>                  |  |                               |                              |                               |                               |                              |                               |                               |                              |                               |                               |                              |                               |                               |                              |  |       |  |       |  |
| D-3                           | County Clerk (Fixed for Term)                            |  |                               | \$70,717                     |                               |                               | \$72,556                     |                               |                               | \$74,442                     |                               | \$76,378                      |                              |                               | \$78,364                      | \$78,364                     |  |       |  |       |  |
|                               | County Treasurer (Fixed for Term)                        |  |                               | \$72,061                     |                               |                               | \$73,935                     |                               |                               | \$75,857                     |                               | \$77,829                      |                              |                               | \$79,853                      | \$79,853                     |  |       |  |       |  |
|                               | Sheriff (Fixed for Term)                                 |  |                               | \$77,496                     |                               |                               | \$79,511                     |                               |                               | \$81,578                     |                               | \$83,699                      |                              |                               | \$85,875                      | \$85,875                     |  |       |  |       |  |

REMARKS:

- 1) Reso 392 (11/13/12) Established stipend of \$4,000/year effective 1/1/13; assigned duties of Youth Bureau Director.
- 2) Reso 460 (11/28/17) Appointed S. Henze to Planning Director position eff 1/15/18 at a permanent, 2018 salary of \$80,562.
- 3) Reso 88 (2/12/18) Appointed D. Rhodes to Director of SW Mgt position eff 3/1/18 at a permanent 2018 salary of \$96,585.
- 4) Reso 221 (5/14/18) Appointed A. Solar to Comm. of Social Services position eff 6/1/18.

**Resolution No. 293**

Supervisor LAURIA offered the following Resolution and moved its adoption:

**RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
COUNTY OF FULTON, FULTON COUNTY SHERIFF AND THE FULTON COUNTY  
DEPUTY SHERIFFS' POLICE BENEVOLENT ASSOCIATION (2013-2016)**

RESOLVED, That the Chairman of the Board be and hereby is authorized to sign a Collective Bargaining Agreement by and between the County of Fulton, Richard Giardino, as the Fulton County Sheriff and the Fulton County Deputy Sheriffs' Police Benevolent Association, reflecting the Memorandum of Agreement as attached hereto and made a part hereof; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Sheriff, Deputy Sheriffs' Police Benevolent Association, Personnel Director, Roemer, Wallens & Mineaux, Budget Director/County Auditor and Administrative Officer/Clerk of the Board.

Seconded by Supervisor FAGAN and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Callery)



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the representatives for the County and Sheriff of Fulton (hereinafter "Employer"), and the Fulton County Deputy Sheriff's Police Benevolent Association, (hereinafter "Association"), affiliated with the New York State Union of Police Associations, Inc. (hereinafter "NYSUPA"), and referred to collectively as the parties.

WHEREAS, the Employer and the Association are parties to a collective bargaining agreement which had an expiration date of December 31, 2012.

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2013 through December 31, 2016, and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

WHEREAS, upon execution of this Memorandum of Agreement by the representatives of both the Employer and the Association, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the Association and Fulton County Board of Supervisors as set forth herein.
2. All terms and conditions of the collective bargaining agreement, which had an expiration date of December 31, 2012, shall remain in full force and effect except as agreed to be modified herein.
3. The Association shall hold its ratification vote first.
4. Upon a majority vote of the members in attendance at the required ratification vote by the Association of this Memorandum of Agreement, the Employer's Labor Counsel shall be notified in writing by NYSUPA of its successful passage or failure.
5. In the event that the majority of members in attendance at the Association ratification vote to support this Memorandum of Agreement, the Employer shall then place this matter on the Fulton County Board of Supervisors agenda for ratification and approval at its next regularly scheduled meeting, barring any unforeseen time constraints or prohibitions, at which a ratification and approval vote of this Memorandum of Agreement shall be conducted.
6. After successful ratification by the Association and Fulton County Board of Supervisors, all new terms and conditions shall be implemented as soon as practical, after the successful ratification and approval vote of the Fulton County Board of Supervisors of the Memorandum of Agreement.

7. Labor Counsel for the Employer shall prepare a draft “red lined” collective bargaining agreement in a word document by e-mail to the Association’s representative for review, consideration and its response that it reflects the expired agreement and this Memorandum of Agreement no later than 75 calendar days after the successful ratification vote by the Fulton County Board of Supervisors of this Memorandum of Agreement. After mutual agreement by the parties to the “Draft Red-lined” collective bargaining agreement, a Final successor Agreement shall be forwarded thereafter to be executed by the parties.
8. The Employer agrees that any and all retroactive money due and owing, if any, shall be paid no later than forty-five (45) work days (defined as “Monday through Friday”) after the ratification vote date of the Fulton County Board of Supervisors. The Employer shall provide a summary worksheet year by year to any unit member receiving retroactive money setting forth how the calculation(s) was made and what it represents.

Employees on the payroll on the date of ratification by the Fulton County Board of Supervisors, or employees who have retired with a pension during the term of the agreement and the date of ratification by the Fulton County Board of Supervisors [that is 12/31/12 through ratification date herein] shall be entitled to receive retroactive pay, so long as said payment is not less than twenty-five dollars (\$25.00).

9. The parties agree that upon approval of the Fulton County Board of Supervisors after ratification by the Association, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties.
10. The above numbers 1-9 will not become a part of the successor Collective Bargaining Agreement; agreeing to the above numbers 1-9 will have no binding affect or set any precedent with respect to future agreements by and between the parties hereto.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the Association and ratification and approval by the Fulton County Board of Supervisors, the parties agree that a successor collective bargaining agreement to the one that had an expiration date of December 31, 2012, shall reflect the following terms as attached to this Memorandum of Agreement.

1. ARTICLE III – COMPENSATION and APPENDIX “A”

Section 1 –

- A. Insert the following to replace the 2003-2007 and 2009-2012 percentage increases and the two (2) paragraphs related thereto as follows:

Effective January 1, 2013, two percent (2.0%) (1)  
Effective January 1, 2014, two and one-half percent (2.5%)  
Effective January 1, 2015, two and one-half percent (2.5%)  
Effective January 1, 2016, three percent (3.0%)

(1) NOTE: The above percentage increase for January 1, 2013 shall be applied to the schedule in Appendix "A" as set forth above, but implementation shall not begin until January 1, 2014, at which time all employees shall begin to be paid pursuant to that schedule. All employees shall continue to be paid pursuant to the schedule of January 1, 2012, including any Step movement.

(2) Employees on the payroll on the date of ratification by the Fulton County Board of Supervisors, or employees who have retired with a pension during the term of the agreement and the date of ratification by the Fulton County Board of Supervisors, shall be entitled to receive retroactive pay, so long as said pay is not less than twenty-five dollars (\$25.00).

**C. Longevity Pay – Amend to read as follows:**

1. All full time employees with four (4) years of service shall receive longevity compensation of two hundred dollars (\$200.00). At the commencement of the fifth (5<sup>th</sup>) year of service, longevity compensation shall be increased to fifteen hundred dollars (\$1,500.00). At the commencement of the sixth (6<sup>th</sup>) year of service, longevity shall increase by one hundred dollars (\$100.00) a year, with the exception of the commencement of the tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), and twentieth (20<sup>th</sup>) years of service, when longevity shall be increased by seven hundred and fifty dollars (\$750.00). The longevity compensation schedule is attached hereto as Appendix " " and made a part of this Agreement, with the same amount of longevity being paid after the commencement of twenty-fifth (25<sup>th</sup>) year.

2. N/C

3. Delete in its entirety – See #1 above.

**E. NOTE: Should be D. No D in Agreement (N/C)**

**F. Should now be E. Add the following to read as follows: Lag Payroll**

An employee hired on or after the date of the ratification vote by the Fulton County Board of Supervisors, shall be paid based on a two (2) week lag payroll (Example: If a new employee works the 1<sup>st</sup> full two (2) week pay period hired, they will not be paid until the next two (2) week pay period, providing for the two (2) week lag payroll.

As soon as practical after the date of the ratification vote by the Fulton County Board of Supervisors, the County shall have the right to implement a total of a two (2) week lag payroll from the existing one (1) week lag payroll for all current employees.

All employees on the current one (1) week lag pay period, shall have their existing pay period adjusted back by one (1) day each pay period for five (5) consecutive pay periods until the additional one (1) week lag is achieved. An employee may also elect to implement his/her additional one (1) week lag pay period in one (1) designated pay

period. During the implementation of the two (2) week lag, an employee may elect to cash in accrued benefit time when that employee will not be receiving an eighty (80) hour paycheck. In that event, the employee must have the accrued time available at the time of election.

Accrued benefit time shall include any of the following:

Vacation, Personal Leave, Holiday, Compensatory Time, and/or PTO (pooled time off for the 12 hour shift employees).

Upon separation, any lag due that employee shall be paid to the employee no later than the following pay period.

## Section 2 – Uniform Allowance

### **G.** Add to read as follows:

Effective upon ratification by the Fulton County Board of Supervisors, all uniformed employees of the bargaining unit shall be entitled to an annual uniform allowance of \$450.00 for the purchase of uniforms.

### **H.** Add to read as follows:

Effective upon ratification by the Fulton County Board of Supervisors, a new employee, during the first (1<sup>st</sup>) year of employment, shall be entitled to receive up to a maximum of one thousand two hundred dollars (\$1,200.00) for purchase towards his/her initial uniform items set forth below. If a new employee attends the Zone Five basic police academy, he/she shall also be provided with any and all uniforms required to attend the Zone Five basic police academy for certification, at no cost. After one (1) year, the employee shall be entitled to the annual uniform allowance set forth above. The initial uniform, not the police academy issue, shall consist of the following:

- One (1) Summer/Winter Stetson hat
- Two (2) long sleeve shirts with appropriate patches
- Two (2) short sleeve shirts with appropriate patches
- Two (2) summer pants
- Two (2) winter pants
- One (1) pair of summer boots
- One (1) pair of winter boots
- One (1) belt
- One (1) winter jacket
- One (1) summer jacket

### **I.** Add to read as follows:

Effective upon ratification by the Fulton County Board of Supervisors, all non-uniformed employees of the bargaining unit shall receive a \$450.00 annual clothing allowance.

Section 3 – Miscellaneous Compensation

**A. Mileage Allowance – Add the following to read as follows:**

Effective on the date of the ratification vote by the Fulton County Board of Supervisors, an employee authorized to use his/her personal vehicle for County business shall be reimbursed at the Internal Revenue Service (IRS) rate in effect at that time.

**C. Premium Pay – Add the following to read as follows:**

Effective upon ratification by the Fulton County Board of Supervisors, the premium pay for all employees working the second (2<sup>nd</sup>) shift between the hours of 6:00 p.m. and 6:00 a.m., shall be paid \$1.00 per hour.

This shift differential shall be only be paid for actual hours worked. Employees on vacation, sick, personal leave, etc. shall not receive shift differential.

**D. Meal Allowance – Add the following to read as follows:**

1. Effective on the date of the ratification vote by the Fulton County Board of Supervisors, it shall provide a seven dollar (\$7.00) meal allowance when an employee works in excess of eleven (11) continuous hours in any twenty-four (24) hour period, indicating three (3) hours of overtime.

**G. Delete in its entirety.**

**4. 12-HOUR SHIFTS**

**ARTICLE IV – WORKDAY, WORKWEEK, OVERTIME**

**Section 1**

**A. Add the following to read as follows:**

All employees assigned to and working patrol pursuant to this Article shall be scheduled to work one (1) of the two (2) twelve (12) hour tours of duty/shifts as set forth below, the starting and ending times of which shall be fixed as follows:

1<sup>st</sup> shift – 6:00 a.m. to 6:00 p.m.

2<sup>nd</sup> shift – 6:00 p.m. to 6:00 a.m.

The above twelve (12) hour tours of duty/shifts produce eighty-four (84) hours in a pay period. Four (4) hours are included in the employees annual pooled time off (PTO), as set forth in this Article.

**B.** N/C

**C.** N/C

**D.** N/C

**E.** Add the following to read as follows:

All Investigators and Civil Division employees shall work Monday through Friday, with Saturday and Sunday off.

**NEW F.**

All twelve (12) hour tours of duty/shift employees shall be credited with one hundred and twenty (120) hours of leave time on January 1<sup>st</sup> of each year, and one hundred and four (104) hours on September 1<sup>st</sup> of each year. The time shall consist yearly of the following:

- 24 hours of Personal Leave; and
- 96 hours of Holiday Time; and
- 104 hours of Flex Time

The above are collectively referred to as “Pooled Time Off” (PTO)

The conversion of accruals from day to hour increments shall be as follows:

1. Paid Holidays – 96 hours
2. Sick Leave – 8 hours
3. Personal Leave – 24 hours a year upon hire
4. Bereavement Leave – 40 hours
5. Hours of Work – 12 hour work day for patrol
6. Vacation – credited on the first (1<sup>st</sup>) day of each calendar month as follows:
  - Service of more than one (1) month, but less than five (5) years – 8 hours each month

- Service of more than five (5) years, but less than ten (10) years – 10 hours each month
- Service of more than ten (10) years, but less than fifteen (15) years – 12 hours each month
- Service of more than fifteen (15) years and above – 16 hours each month
- When a year has 27 payrolls, the September 1<sup>st</sup> PTO time will be increased by 4 hours of Flex time, for the additional payroll, to 108 hours of PTO time.

#### NEW G.

All leave for twelve (12) hour tours of duty/shift employees shall be charged based on actual hours used. All leave for eight (8) hour tours of duty/shift employees shall be charged based on the actual hours used.

#### NEW H.

All twelve (12) hour tours of duty/shift employees shall not be able to use personal leave, holiday time and/or flex time off, collectively PTO, during the months of June, July, and August, unless authorized by the Sheriff or designee. All twelve (12) hour tours of duty/shift employees are entitled to use vacation and compensatory time during the months of June, July, and August.

#### NEW I.

Each twelve (12) hour tours of duty/shift employees shall be required to submit and take two (2) days each calendar month of PTO time off, except in June, July, and August, with the approval of the Sheriff or designee. The request is to be submitted no later than the fifteenth (15<sup>th</sup>) of the previous calendar month for the ensuing calendar month. In the event the employee does not submit for the two (2) days off, as set forth herein, the Sheriff or designee will assign the day(s). No more than two (2) employees shall be granted off for each tour of duty/shift, as set forth herein in this Article, in which seniority shall be applicable.

## NEW J.

Should the Sheriff wish to change from a 12-hour road patrol shift to another schedule, i.e. 6 on/3 off, 4 on/2 off, etc., before implementation, the proposed change must first come before a committee consisting of the Sheriff, PBA Executive Board, and the Personnel Committee (County). The following criteria must be met:

- A documented reason for the change must be presented.
- The new shift/schedule must be presented.
- Proof of adequate manpower for the change.
- At least seven (7) calendar days written notice before implementation must be given to the PBA President.
- If a change from 12-hour shifts occurs, the necessity for the shift change will be reviewed by the Sheriff, PBA Executive Board and the Personnel Committee every twelve (12) months.

### Section 2 – Overtime Pay

#### **A.** Shall remain as written in the Collective Bargaining Agreement:

Except as provided above, all employees shall receive time and one-half for overtime in excess of eight (8) hours within a twenty-four (24) hour period, unless employees voluntarily elect to work an additional shift within the twenty-four (24) hour period.

Add:

An employee assigned to and working the twelve (12) hour tours of duty/shifts, shall be paid for all time worked in excess of his/her regularly scheduled twelve (12) hour tours of duty/shift.

#### **D.** Add the following to read as follows:

Effective on the date of the ratification vote by the Fulton County Board of Supervisors, each Investigator shall be paid either four (4) hours of overtime at time and one-half (1.5X), or four (4) hours of compensatory time at time and one-half (1.5X) at his/her option, and with approval of the Sheriff or designee, for his/her “on call” responsibility.

### Section 4 – Shift Assignment and Vacancies – N/C

#### 5. ARTICLE V – HOLIDAY PAY

Effective in 2018, add the following holiday list to read as follows:



- |                                     |                            |
|-------------------------------------|----------------------------|
| 1. New Year's Day                   | 7. Columbus Day            |
| 2. Martin Luther King Jr's Birthday | 8. Election Day            |
| 3. President's Day                  | 9. Veteran's Day           |
| 4. Memorial Day                     | 10. Thanksgiving Day       |
| 5. Independence Day                 | 11. Day after Thanksgiving |
| 6. Labor Day                        | 12. Christmas Day          |

C. N/C

6. ARTICLE VI – VACATION, SICK LEAVE AND OTHER LEAVE REGULATIONS

Section 2 – Sick Leave

K. Add the following to read as follows:

Effective upon ratification by the Fulton County Board of Supervisors, an employee who does not use any sick leave in any calendar half year (January 1<sup>st</sup> through June 30<sup>th</sup>, or July 1<sup>st</sup> through December 31<sup>st</sup>) shall be paid \$150.00. The payment shall be paid by separate check in the second (2<sup>nd</sup>) payroll period of August and February. The total annual payment will not exceed \$300.00.

8. ARTICLE XVIII – DISPUTE AND GRIEVANCE PROCEDURE

Section 2 – Definitions

A. Amend to read as follows:

A contract grievance is a dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement, which can only be filed by the Association, at each Step as set forth in Section 4.

NEW F. Add the following to read as follows:

A “Working Day” shall be defined as Monday through Friday, excluding contractual Holidays listed in Article V.

9. ARTICLE XXII – EDUCATIONAL STIPEND

Add the following to read as follows:

Effective upon ratification by the Fulton County Board of Supervisors, each employee who has completed a degree program in an employment related field, shall be paid the following amount:

|                   |          |
|-------------------|----------|
| Associates Degree | \$225.00 |
| Bachelors Degree  | \$425.00 |

Only one (1) of the above Degree's shall be paid. The above payment shall be paid in a lump sum in the first (1<sup>st</sup>) pay period of December each year. Prior to enrolling in the degree program, the employee must receive approval of the Sheriff.

10. ARTICLE XXXII – DURATION

Insert “2013” and “2016” where “2008” and “2012” appear. (NOTE: Refers to a 4 year agreement.)

**Appendix " "**

**PBA LONGEVITY  
SCHEDULE**

| <b>YEARS OF SERVICE</b> | <b>ANNUAL LONGEVITY</b> |  |
|-------------------------|-------------------------|--|
|                         |                         |  |
|                         |                         |  |
| 4                       | 200                     |  |
| 5                       | 1500                    |  |
| 6                       | 1600                    |  |
| 7                       | 1700                    |  |
| 8                       | 1800                    |  |
| 9                       | 1900                    |  |
| 10                      | 2650                    |  |
| 11                      | 2750                    |  |
| 12                      | 2850                    |  |
| 13                      | 2950                    |  |
| 14                      | 3050                    |  |
| 15                      | 3800                    |  |
| 16                      | 3900                    |  |
| 17                      | 4000                    |  |
| 18                      | 4100                    |  |
| 19                      | 4200                    |  |
| 20                      | 4950                    |  |
| 21                      | 5050                    |  |
| 22                      | 5150                    |  |
| 23                      | 5250                    |  |
| 24                      | 5350                    |  |
| 25 yrs and above        | 5450                    |  |



APPENDIX "B"  
GENERAL MUNICIPAL LAW §207-C POLICY

Incorporate mutually agreed upon language throughout the Policy, where applicable, that determinations are in cooperation with the Sheriff and County, acting through the County Personnel Director.

Section 8 – Continuation of Contract Benefits – Amend to add the following to be provided while out on §207-c:

- Health Insurance
- Dental Insurance
- Educational Stipend