

**Planning, Economic Development,
Environmental and Intergovernmental Affairs
Wednesday, October 25, 2023 @ 11:00 AM
Chambers**

MINUTES

**11:00 Call Meeting to Order
AM**

Meeting was called to order at 11:01 am by Supervisor Pinard.

Committee Memebers Present: Joseph Pinard, Joe Magliocca, Ronda Winn and Eve Ann Schwartz.

Others Present: Kristin Guinto, Ellen Bowe, Larkin Podsiedlik, Sarah Rosenthal, Sam Fields, Nell Ziggler, Cindy Palmer, Melissa Felton, Candy Morgan, Jamie Kowalczk, Ryan Chaires, Mark Scimone and Scott Ingmire.

Approval of Minutes

- Approval of September Minutes

Motion by Ronda Winn to Motion. Second by Joe Magliocca. The motion was Passed.

Department and Agency Reports

1. Sales Tax Update

Cindy reports currently \$1.7 million over or about 5.9% than last year, meaning the County is doing well at present. This was the highest quarter the County has ever had in its history, being \$11.3 million. In the past the County has never exceeded \$11 million. On track to close a good year.

2. Real Property Update

Ryan reports Becky and Karen are at a conference this week. Becky's retirement is coming up soon.

Melissa reports that there are properties in Sullivan, Georgetown and Munnsville that have been deemed toxic properties. These properties are being submitted to the NYS Oil Spill Fund for possible funding to clean up. Back in June, Melissa had emailed about the properties and has finally heard back that everything is pending due to lack of guidance from the state. Therefore unfortunately kind of just waiting for direction.

The pending tax foreclosure moratorium is not signed by the Governor and seems to be stalled in legislative matters. Melissa thinks that the County did a good thing not moving forward with the

foreclosure auctions this year and waiting for pending legislations. Cindy hopes that the state will do it right even though the process will be very timely.

3. Career Center Update - Ellen Bowe

Ellen reports:

1. Able to set up Uber to possible assist in transporting customers
2. Job Fair; setting up hopefully with Kallet in November
3. Working with Suny for possible grant for DEI initiatives for entry level wind technician
4. Attended a meeting at Canastota schools-looking to hold a career/job fair for students and residents
5. Met with MVCC, Apprenticeship staff; looking for construction employer input regarding the need for training in the construction trade; email sent out over a week ago, no current input. I need employers to provide their feedback, if you have any employers please let me know.
6. We have spent our 2022 YWE expenditure; placing approximately 10-15 youth into YWE with public and private employers.

4. IDA Update

Kipp not in attendance at this meeting, no updates at this time.

5. CCE Update

Joint Annual Meeting with Farm Bureau had great turnout, 65 people CCE's program year ended 9/30 (Federal Fiscal Year). We are still tallying total outreach numbers and finishing the annual report, but some early service numbers are:

Ag & AED: 49 programs with over
400 attendees
1,110 program hours
400+ direct technical assistance sessions with
125 different farming operations
185 AED/Farm Business
215 Crops
30 startups or diversifying businesses

Community Horticulture & Gardening: 141 program hours with 600 attendees, 80 questions answered by Master Gardener Volunteers

Youth: 400 program hours, 7500 youth contacts, 297 Ag in the Classroom Visits, 88 youth projects in state and district competitions

Tax Counseling: 1,221 tax return clients with \$1.06M in refunds

- Recent programs included
 - o Cover cropping
 - o Collecting weather data

- o Beginning Farmer Twilight Tour
- o Food Preservation Series
- o MAD Ideas Lecture on Jumping Worms: 50 attendees
- o Direct technical assistance on securing new land, long term lease support, farm business plans, marketing a new nursery business using the Ag Business Center, and disease/pest issues.
- Upcoming Programs:
 - o Estate Planning & Business Succession
 - November 2nd**
 - o Cover Cropping for Small Farms at Salt City Harvest Farm in Sullivan on **November 4th**
 - o MAD Ideas Film Panel on Farmer Mental Health on **November 9th**
 - o Celebrate Madison on **December 2nd**. We have spots remaining for 5-8 more local vendors.

We already have 34 4-H members enrolled for the year, and over half of those are brand new youth! We are aiming for 100 youth this year, so please help spread the word. Big thank you to Supervisor During for helping with recruitment in the town of Lincoln.

6. Tourism Update

Nell reports the board has hired Kaitlyn Lynch as the new Tourism Manager, offering a 6 month contract for now. Tourism as a whole wants to collaborate better with the Madison County Planning Department as well as the Buy Madison group.

Currently working to update their strategic plan the Board has brought in a local person that had ties already to long standing partners.

7. Planning Update

Scott reports the two grants we've had open for Delphi Falls is in the works now to close. Its been a very long process working with the State on these grants but in total we received over a million dollars in funds.

Recently 3 EV charging stations were newly installed in the Main County Office Building parking lot. Currently working on setting the accounts for payments making them ready for use.

8. MCPLUS Update

John reports the project is moving along very well, they're going to be positioning the first hut in the Town of Sullivan on Nov. 3rd at about 10 am near the Legion. A bid search is currently open for a

fiber contractor, with hopes to fill by the end of this year with hopes of big progress commencing next year.

Resolutions:

1. Calling for a Public Hearing regarding the Implementation of a Community Development Block Grant

Motion by Eve Ann Shwartz to Approve. Second by Joe Magliocca. The motion was Passed.

2. Terminating a Development Agreement with Savarino Companies

Savarino Companies is now out of business. All monies from the grant already spent can be used moving forward. Savarino entered the site into the Brownfield program with DEC, if a new contractor wants to stay in the program they do have the opportunity to still work with DEC. Moving forward a new RFP is needed to proceed, due to inflation and renewed emphasize on housing.

Motion by Joe Magliocca to Approve. Second by Ronda Winn. The motion was Passed.

Other Committee Business

Next Meeting:

1. TBD

Next meeting was decided for November 29th at 11:00 am in Chambers.

Adjourn

Motion by Ronda Winn to Adjourn. Second by Eve Ann Shwartz. The motion was Passed.

**Planning, Economic Development,
Environmental and Intergovernmental Affairs
Wednesday, September 27, 2023 @ 11:00 AM
Chambers**

MINUTES

**11:00 Call Meeting to Order
AM**

Meeting was called to order by Supervisor Pinard at 11:01 am

Committee Members Present: Joseph Pinard, Joe Magliocca, Ronda Winn, and Eve Ann Schwartz.

Others Present: Becky Marsala, Ryan Chaires, Larkin Podsiedlik, Sarah Rosenthal, Sam Fields, Melissa Felton, Ryan Coe, Scott Ingmire, Jamie Kowalczyk, Candy Morgan, Kipp Hicks, Cindy Palmer, Ellen Bowe, Nell Ziggler, Kristin Guinto, Karen Gaebler.

Approval of Minutes

- August Minutes Approval

Motion by Ronda Winn to Approve. Second by Joe Magliocca. The motion was Passed.

Department and Agency Reports

1. Sales Tax Update

Cindy reports as of today about 1.5 mil or 6% higher than last year. Currently thinks these numbers are good with hopes the state does not change anything before the years end. Tries to provide conservative numbers so that the end of year is better than expected.

Promotion of tourism had to up the amount to cover 3rd quarter costs \$103500. Resolution is ready to go before the Finance Committee. Occupancy tax is maintaining its proceeds. Melissa is asking for some PR to help community folks become more aware of the rules, help spread the awareness to owners about the Occupancy Tax, most specifically AirBnB's.

2. Real Property Update

Becky reports she is retiring therefore this is probably her last meeting. Karen Richmond will be taking over as Real Property Tax Director upon Becky's departure. Ryan Chaires is the Deputy Treasurer.

County currently has 86 parcels dropped from the STAR program that are now delinquent on their taxes.

The pending moratorium will not be passed, this year, according to legislation. Looking onward to next years' options, we are considering that typically these homes are vacant therefore a re-approach as "abandoned property" may be a better route to pursue. The laws governing abandoned properties do have more steps but could be more conducive to the long haul in moving forward with the auction sales.

3. Career Center Update - Ellen Bowe

Ellen reports:

1. Unemployment rate as of August 2023 is 3.4%
2. Working with WIB and Carpenters Union to see if there is an option to train residents in Construction trade.
 - a. Our hope will be to pay residents a stipend as they learn
 - b. These will end up potentially being apprentices
3. We are funding quite a few of LPN'S who are attending DCMO Boces in our southern end.
4. We are seeing a lot more of residents coming in for funding for the trades, which is a great sign.
5. We are watching the federal budget talks; there has been some discussion over WIOA; Youth funding and training providers.

4. IDA Update

Kipp reports Alliance Apartments is closing on the Canastota school to become 27 apartment units.

Oneida Hershey's store has more land than needed therefore looking to sell some of it.

Downtown Oneida is looking to market to local businesses for improving commercial spaces and/or utilize upper spaces for living with use of DRI funds.

New survey being sent out to business owners as well as a community members trying to collect data for future work on strategic planning through the next decade.

Cazenovia college working class meeting on Oct 11th from 12pm-2pm and again at 6:30pm-8:30pm attempting to find ideas for the properties future.

5. CCE Update

Ag Economic Development: Sarah Rosenthal has been meeting local farmers, visiting markets and local food stores to get acclimated to Madison County agriculture, including meeting stakeholders.

Farm to School Project: Surveys of farmers begin soon to assess

F2S feasibility and training needs.

Celebrate Madison: Sarah rolled out registration for Celebrate Madison vendors. Registration fee is \$25. We are hoping to have around 30 vendors to shop from, as well as classes for kids and adults. Similar to last year, this holiday market will be held at Hampton Inn & Suites in Cazenovia on Saturday, December 2nd from 9:00am-2:00pm.

Upcoming Programs of Interest:

On The Farm Film Screening & Panel on Farmer Mental Health: November 9

Estate Planning & Business Succession for Farmers, with attorneys from Bousquet Holstein: November 2

Annual Meeting: Friday, October 13, 6pm, Colgate Inn.

October 1-7 is National 4-H Week, and we are pushing both youth enrollment and volunteer enrollment to provide adequate supervision and mentoring to youth programs. Looking for people to lead community clubs, present to youth about their expertise or lead short-term projects, and more.

CCE Staff visited Shackelton Point, in Bridgeport, the site of the Cornell Biological Field Station. We are eagerly planning increased collaboration with this resource in the county.

Constitution: CCE is adopting a new Association Constitution at the 2023 Annual Meeting. The Constitution Committee would prefer to adopt a constitution allowing for two appointed Board of Supervisors positions as appointed voting members.

6. Tourism Update

Nell reports since Scott Flaherty's departure the board is assessing all standing contracts.

Hoping to have a new Executive Director in place soon. To date have meet with 2 candidates with hopes of bringing one of those candidates on board.

Elise has been going out into the community looking for outreach options.

On verge of completing the new Inspiration Guide, this printing will cover a 2 year period vs annual printing.

7. Planning Update

Scott reports the Oxbow Hill Solar Project in Fenner is moving ahead with application to have the state approval. This is a new process for the county but will stay engaged with the process.

Oct 8th the Allen family is coming into town, they owned Delphi Falls property from 1959-2018, the family made large donation of \$50,000 for the bridge to be built. On Sunday we will be holding a dedication ceremony, please attend if you can. Invites will be sent out soon.

Delphi phase one is now complete. Scott showed photos of the before and after progress to include the new bridge, upper trail, ADA overlook of the lower falls, and the new porous asphalt parking lot with solar lights. The idea was to keep the park looking more “wild” with use of native plants and flowers. So as to not have much annual upkeep in the plants and no mulch. The upkeep is mostly just mowing.

We have on order new signs with the intention of having more created in the future to showcase the park offerings.

8. MCPLUS Update

John reports progress is moving along well. John Regan is working to maintain work on schedule. The huts had a little set back but now just waiting for state codes approval.

Resolutions:

1. Extending the contract with Madison County Tourism, Inc.

Motion by Joe Magliocca to Approve. Second by Eve Ann Schwartz. The motion was Passed.

2. Authorization to sign an agreement with the Central New York Regional Planning and Development Board to administer local Waterfront Revitalization Program Grant for Oneida Lake

Motion by Ronda Winn to Approve. Second by Joe Magliocca. The motion was Passed.

3. Authorization to Sign an Extension Agreement with New York State for a local Waterfront Revitalization Program Grant for Oneida Lake

Motion by Eve Ann Schwartz to Approve. Second by Joe Magliocca. The motion was Passed.

Other Committee Business

Preferred Agenda

Next Meeting:

1. October 25, 2023

Adjourn

**Madison County
Sales Tax Distributions
Actual Cash Receipts**

<u>Distribution Date</u>	<u>2022</u>	<u>2023</u>	<u>Increase/ (Decrease)</u>	<u>%</u>
February 7	\$2,135,685	\$2,518,274	\$382,589	17.91%
February 13	509,931	532,314	22,383	4.39%
March 7	1,909,780	2,194,836	285,056	14.93%
March 13	367,632	435,145	67,513	18.36%
April 7	3,295,431	2,902,658	(392,773)	(11.92)%
April 13	608,178	667,201	59,023	9.70%
May 5	2,449,667	2,457,377	7,710	0.31%
May 15	771,217	553,273	(217,944)	(28.26)%
June 7	2,640,072	2,466,965	(173,107)	(6.56)%
June 13	529,437	488,160	(41,277)	(7.80)%
June 30	1,149,550	1,974,749	825,199	71.78%
July 3	1,365,707	1,519,973	154,266	11.30%
July 13	876,582	1,100,504	223,922	25.54%
August 7	2,579,110	2,694,993	115,883	4.49%
August 13	544,741	590,603	45,862	8.42%
September 8	2,569,261	2,688,334	119,073	4.63%
September 13	571,042	583,467	12,425	2.18%
October 6	3,642,071	3,819,703	177,632	4.88%
October 13	925,183	972,891	47,708	5.16%
Total	<u>\$29,440,277</u>	<u>\$31,161,420</u>	<u>\$1,721,143</u>	<u>5.85%</u>

Notes:

2023 Budget - \$35,000,000

2022 Actual - \$39,218,004

Percent shared with towns & villages - 42%

RESOLUTION NO. ____

**CALLING FOR A PUBLIC HEARING REGARDING THE IMPLEMENTATION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT**

WHEREAS, Madison County wishes to have a public hearing on the implementation of Community Development Block Grant ("CDBG"), Project # 686HR310-21, from the New York State Office of Community Renewal that is funding a \$350,000 countywide Home Rehabilitation Program;

WHEREAS, the County is required to hold a public hearing to consider citizen comments regarding the implementation of the grant program;

NOW, THEREFORE BE IT RESOLVED, that a public hearing be held regarding the project's implementation in the Madison County Board of Supervisors chambers, County Office Building #4, Wampsville, New York on November 9th @ 11:15 a.m. or as soon thereafter as possible; and

BE IT FURTHER RESOLVED, that the Clerk duly publish a notice of said hearing in the official newspapers of the County at least ten (10) days prior to the scheduled hearing date.

DATED: October 25, 2023

Joseph J. Pinard, Chairman
Planning, Economic Development,
Environmental and Intergovernmental
Affairs Committee

RESOLUTION NO. ____

TERMINATING A DEVELOPMENT AGREEMENT WITH SAVARINO COMPANIES

WHEREAS, On October 3, 2018, Madison County was awarded a grant of \$1.5 million towards implementation of a “Reimagine the Canals” pocket neighborhood grant in the Village of Canastota, to be funded by the New York Power Authority (NYPA) and administered by the New York State Canal Corporation (NYSCC); and

WHEREAS, the County has acquired on January 2, 2020 a certain parcel within the Village of Canastota in order to develop the canalside pocket neighborhood; and

WHEREAS, the County has issued RFQ 1-20 (the “RFQ”) to solicit qualifications from interested parties regarding the redevelopment of a certain county-owned parcel within the Village of Canastota and formed a Selection Committee to review submittals; and

WHEREAS, Savarino Companies (“Savarino”) was the developer selected to achieve the vision for the site and the County entered into a Development Agreement with Savarino Companies on June 23, 2022; and

WHEREAS, on August 22, 2023 Savarino Companies announced that it is going out of business and unable to complete the canalside neighborhood project; and

NOW, THEREFORE, BE IT RESOLVED that Madison County and Savarino Companies have mutually determined it necessary to terminate the development agreement; and

BE IT FURTHER RESOLVED, the Madison County Board of Supervisors hereby authorizes John M. Becker, Chairman of the Board, to sign a termination agreement to terminate the Development Agreement with Savarino Companies (a copy of which is on file with the Clerk of this Board).

DATED: November 9, 2023

Joseph J. Pinard, Chairman
Planning, Economic Development,
Environmental And Intergovernmental
Affairs Committee

Termination Agreement

This Termination Agreement (the "Agreement") is entered into this 18th (day) of October (month), 2023 (the "Effective Date"), between **SAVARINO COMPANIES, LLC**, a New York limited liability company, with offices located at 500 Seneca Street, Suite 508, Buffalo, New York 14204 (hereinafter referred to as the "Preferred Developer"), and **MADISON COUNTY** with offices located at 138 N. Court Street, Wampsville, New York 13163 (hereinafter referred to as "County"), are sometimes individually referred to herein as a "Party" and collectively as the "Parties":

WITNESSETH

WHEREAS, The Preferred Developer and the County entered into a Redevelopment Agreement dated June 23, 2022 (the "Contract"), pursuant to which the use of the County's NYA Canal Corporation grant funds was to be utilized by the Preferred Developer in the construction of a mixed-use commercial and residential structure at 160 Center Street, Canastota, New York, pursuant to the terms and conditions and as more fully set forth in the Contract; and

WHEREAS, the Preferred Developer is no longer able to fulfill their obligations under the contract;

WHEREAS, both parties agree to terminate the Contract by mutual Agreement;

WHEREAS, parties will forthwith agree to a mutual release of liability and of legal claims based on or arising out of the contract; and

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. **Termination of the Contract.** The Parties mutually agree that Contract shall be terminated effective November 9, 2023 (the "Termination Date") and upon the Termination Date, the Contract shall have no further force or effect.
2. **Consideration.** Each party acknowledges and agrees that it has already received all payments and amounts owed from the other Party under the Contract and that no additional consideration of any kind is due from the other Party with respect to the Contract.
3. **Effect of Termination on Contract.** Except as expressly provided in this Agreement, the Parties acknowledge and agree that their respective rights and obligations are terminated under this Agreement. Any and all transactions completed by the Parties under the Contract prior to the Termination Date shall remain in full force and effect and shall not be revoked or adversely effected as a result of the termination of the Contract or this Agreement.
4. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Contract, this Agreement and the consummation of the transactions contemplated hereby.
5. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under the Contract to any third party or person. Each Party represents that the execution and delivery of this

Agreement is the duly authorized and binding act of the Party, and that the Party's signatory hereto is duly authorized to execute this Agreement on behalf of the Party.

6. **No Admission of Liability.** The Preferred Developer and the County expressly agree and acknowledge that their entering into this Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wrongdoing with respect to the Contract.
7. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Agreement and to evidence the termination of the Contract and to release all obligations and liabilities of the Parties thereunder.
8. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Madison County, New York. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.
9. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third party beneficiaries to this Agreement. Each Party acknowledges and agrees that it fully understands the provisions set forth in this Agreement and their effect, and that each Party is voluntarily entering into this Agreement.
10. **Severability.** If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
11. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:
 - (a) When sent by the County to Preferred Developer:
Samuel J. Savarino
Managing Member of Savarino Companies, LLC
500 Seneca Street, Suite 508
Buffalo, NY 14204
Email: sams@savarinocompanies.com

With a copy to:
Steven J. Weiss, Esq.
Cannon Heyman & Weiss, LLP
Office: (716) 856-1700 x308
Mobile: (716) 316-7726
Email: SWeiss@chwattys.com

- (b) When sent by Preferred Developer to the County:
Jamie Kowalczyk
Assistant Director
Madison County Planning Department
PO Box 606
Wampsville, NY 13163
T. (315) 366-2378
Fax: 315-366-2742
Email: jamie.kowalczyk@madisoncounty.ny.gov

With a copy to:

Melissa E. Martel Felton
Second Assistant County Attorney
Madison County Attorney's Office
P.O. Box 635
138 N. Court Street
Wampsville, NY 13163
T. 315-366-2203
Email: melissa.felton@madisoncounty.ny.gov

12. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth herein.
13. **Attorneys' Fees and Costs in Enforcement of the Agreement.** If either Party incurs any legal fees and/or costs and expenses in any proceeding to enforce the terms of this Agreement or any of its rights provided hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____

John M. Becker
Chairman, Board of Supervisors

DATED: 10/18/23

By: _____

Samuel J. Savarino
Managing Member of Savarino Companies, LLC

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County NY
Commission Expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On the 18th day of October, 20 23, before me, the undersigned, Sam Savarino personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County NY
Commission Expires: _____

Notary Public

JULIA SPITZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SP6202334
Qualified in Erie County
Commission Expires 03/16/2025