

**VILLAGE OF COHOCTON  
MONTHLY MEETING  
MARCH 20, 2024**

The monthly meeting of the Cohocton Village Board of Trustees was held on Wednesday, March 20, 2024 at 7:00 pm, at the Village Office, 17 South Main Street, Cohocton.

Present were: Trustees: Kathy Gray, Mat McCarthy, Josh Schumacher and Al Lewis. Also present were: Village Attorney Elizabeth Russell (via Teams), Maintenance Supervisor Bill Waggoner, Wendell Freelove, Dave Pietrucha, Ronald Towner and Village Clerk Ashley Adams

Trustee Gray opened the meeting at 7:00 pm.

**Minutes**

A motion was made by Trustee Schumacher, seconded by Trustee Lewis, to approve the February 21, 2024 Village Board meeting minutes. All in favor. The motion carried 4-0.

**Reports:**

Code Enforcement: Report was provided.

Street and Water Department: Reports were presented by Bill Waggoner.

Planning Board: Report was provided.

Historian: No report was given.

The motion was made by Trustee McCarthy, seconded by Trustee Schumacher to approve the monthly reports as presented. The motion carried 4-0.

**Old Business:**

A motion was made by Trustee Schumacher, to change to quarterly water billing effective 7/2024 with \$50 minimum/8,000 gallons. Seconded by Trustee McCarthy. Motion carried 4-0.

A motion was made by Trustee Schumacher, to switch over to the new water billing format effective immediately. Seconded by Trustee Lewis. Motion carried 4-0.

The Board reviewed the April newsletter that will be mailed out with water bills and has approved it.

**New Business:**

A motion was made by Trustee McCarthy, to renew the Shared Services Agreement with Steuben County Department of Public Works for 5 years. Seconded by Trustee Schumacher. Motion carried 4-0.

A motion was made by Trustee Schumacher, to approve the use of Village roads on June 8<sup>th</sup>, 2024 for the St. Jude Bike-a-Thon. Seconded by Trustee Lewis. Motion carried 4-0.

A motion was made by Trustee McCarthy, to use ARPA funds to pay for extra costs that were incurred this month for the water project, approximately \$1,500. Seconded by Trustee Schumacher. Motion carried 4-0.

## **Resolution #1/2024**

Be it resolved, that the Village of Cohocton has agreed to sign the five year Intermunicipal Agreement with Steuben County for property located at State Route 121 pending verification of electric.

### **INTERMUNICIPAL AGREEMENT**

**THIS AGREEMENT**, which shall be deemed to be dated as of the date the last party hereto executes this agreement, by and between the County of Steuben, a municipal corporation with offices at 3 E. Pulteney Square, Bath, New York 14810, hereinafter referred to as “Steuben”, and the Village of Cohocton, a municipal corporation with offices at 17 South Main Street, New York, 14826, hereinafter referred to as “Village”, and collectively Steuben and Village hereinafter referred to as the “Parties” or “Municipalities”.

**WHEREAS**, the Village owns real property located on County Route 121, parcel ID 055.00-01-005.200, which contains a Village water tower site, hereinafter referred to as “Site”; and

**WHEREAS**, the storage of Steuben communications equipment at the site will support interoperable communications; and

**WHEREAS**, the parties desire to enter into an agreement for the Village to provide space for Steuben to store and operate communications equipment in a new shelter, and to provide space for Steuben to place equipment at the site; for the purpose of enhancing interoperable communications between the County and surrounding Fire, Police and Emergency Medical Service Agencies; and

**WHEREAS**, the parties desire to enter into an intermunicipal agreement (the “Agreement”) pursuant to General Municipal Law §119-o; and

**WHEREAS**, the Steuben County Legislature has authorized to execute an intermunicipal agreement pursuant to Resolution No. 045 of 2024, adopted by the Steuben County Legislature on February 26, 2024 and

**WHEREAS**, the Village of Cohocton has authorized to execute an intermunicipal agreement pursuant to Resolution No. 1 of 2024, adopted by the Village Board of Trustees on 3/20, 2024.

**NOW, THEREFORE** in consideration of the mutual covenants and agreement hereinafter set forth, the Parties hereto mutually agree as follows:

#### Section I. **RESPONSIBILITIES OF THE PARTIES**

##### A. STEUBEN:

1. Steuben shall be responsible for the purchase, ownership, installation and maintenance of the radio antenna(s) and related equipment, (“Steuben Equipment”), to be installed, operated and stored on the site; installation and maintenance of a County communications building to be built and placed by the County on the site, as well as, a telephone pole and external generator and fence, with the latter to be placed around all of the County owned personal and buildings located at the site. The County will be installing fiber optic cable from the access point on County Route 121 to the site.
2. Steuben shall maintain any and all necessary FCC licenses (KEB394, WPIW875, WPWZ931, WRCB926 & WRCB715 without lapse, remain responsible for any and all violations of said FCC licenses, including but not limited to, the microwave hop, and shall follow all local, State or Federal laws, rules and regulations.

##### B. VILLAGE:

1. The Village shall provide Steuben space to locate and operate all County owned personal and affixed property set forth in A. 1, above, located at County Route 121, parcel ID 055.00-01-005.200
2. The Village shall provide Steuben with unrestricted access to the Steuben equipment and maintain their easement (Recorded in the Steuben County Clerk's Office at Book 783 Page 501;

Section II. **TERM**

- A. The term of this agreement shall be for five (5) years from January 2024 to December 2029.
- B. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

Section III. **INDEMNIFICATION**

Each Municipality agrees to defend, indemnify and hold harmless the other Municipality and its officers, agents and employees with respect to any and all suits, claims, damages, judgments, costs, awards, liabilities, loss, suit or expense of any kind which the Municipality may incur, suffer, or be required to pay by reason of or as a consequence, directly or indirectly, of the acts, fault, failure, omission or negligence of the other Municipality, or its agents, officers, members, administrators, directors or employees, including any misrepresentation or breach of any warranty made herein or the failure of the other Municipality to carry out its duties under this Agreement or otherwise arising out of or in connection with, directly or indirectly, this Agreement. Nothing herein is intended to relieve either Municipality from its own negligence or misfeasance or to assume any such liability for the other. The County agrees to name the Village as an additional insured on the County portion of the premises used for the County's intended purpose under this agreement.

Section IV. **NON-DISCRIMINATION**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, each Municipality agrees that in carrying out its activities under the terms of this Agreement it shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, military status or marital status.

Section V. **CONTRACTOR STATUS**

Each Municipality covenants and agrees that it will conduct itself consistent with its status being that of an independent contractor, and that it, its individual members, administrators, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of the other Municipality nor make claim to any rights accruing thereto, including, but not limited to: Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

Section VI. **TERMINATION**

Either party hereto may terminate this Agreement by giving to the other party sixty (60) days written notice of such termination.

Section VII. **AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become a part of this Agreement.



Section VIII. NOTICES

All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses set forth above unless either party notifies the other of a change in address.

Section IX. ASSIGNMENT

Neither Municipality shall, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its rights, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the other Municipality.

Section X. GENERAL PROVISIONS

A. This Agreement constitutes the entire Agreement between the Parties and supersedes any and all prior Agreements between the Parties hereto for the services herein to be provided.

B. This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Steuben.

Section XI. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, each Municipality remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, the American with Disabilities Act (ADA), and the Federal Single Audit Act, related Budget Circulars, and 2 Code of Federal Regulations Part 200.

Section XII. MISCELLANEOUS

Each Municipality agrees to comply with all confidentiality, and access to information requirements in Federal, State and local laws and regulations.

STEUBEN COUNTY

BY: [Signature]  
Jack K. Wheeler, County Manager

VILLAGE OF COHOCTON

BY: [Signature]

Dated: 3/6/24

Dated: 3/21/24

State of new york )

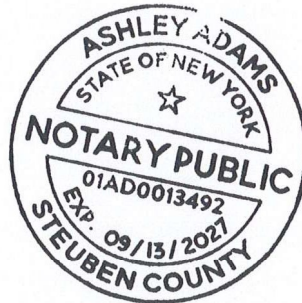
)ss.:

County of STEBEN )

On the 6<sup>th</sup> day of march in the year 2024, before me, the undersigned notary public, personally appeared Jack K. Wheeler, Commissioner, Steuben County Manager, 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.

Yvonne Erway Notary Public

YVONNE ERWAY  
NOTARY PUBLIC #01ER6153706  
State of NY, County of Steuben  
My commission expires October 16, 2026



State of New York )

)ss.:

County of Steuben )

On the 21<sup>st</sup> day of March in the year 2024 before me, the undersigned notary public, personally appeared Sandra Azzi, 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.

[Signature] Notary Public

Approved to Form: [Signature]

County Attorney

Dated: 2/9/24

Email regarding Restore NY to restore structures within villages. The Board doesn't see any projects for this grant at this time.

**Public Comment:**

None at this time.

**Audit Abstract/Line Item Transfer/Adjustment Report:**

A motion was made by Trustee Schumacher, seconded by Trustee McCarthy authorized the clerk to pay the abstracts as audited:

Abstract 10	General Fund:	Vouchers 156-173	Totaling	\$19,781.53
	Water Fund:	Vouchers 86-97	Totaling	\$91,984.05

Line Item Transfer/Adjustments:

None at this time.

Motion carried 4-0.

**Audit:**

A motion was made by Trustee Schumacher, seconded by Trustee Lewis to approve the audit books for February 2024. Motion carried 4-0.

**Board Concerns:**

None at this time.

A motion was made by Trustee Schumacher, seconded by Trustee McCarthy to adjourn the monthly board meeting at 7:35 pm. Motion carried 4-0.

**Ashley Adams**  
**Village Clerk-Treasurer**

**Prepared March 21, 2024**