

Real Property Tax Services
&
Environmental Concerns
AGENDA
July 22, 2019

Committee Members: Braymer, Simpson, Strough, Dickinson, McDevitt, Merlino, Loeb, Hogan & Hyde

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior Committee meeting
- III. Action Agenda/New Business
 1. **Request to...** Appoint Lexie Delurey, as Director of Real Property Tax Services for a term of six (6) years in accordance with Real Property Tax Law §1530(1)
Rationale: Commencing October 1, 2019 and terminating September 30, 2025.
 2. **Request to...**Delete the attached outstanding taxes and chargeback to the proper entities.
- IV. Referral/Pending Items
 1. Update on Bay Road property (Mullen's property)
 - 2.
- V. Information for Discussion/Review
 1. Discuss amendment to Resolution 259 of 2017, Terms and Conditions of Sale.
 - 2.
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
 - 1.
- VII. Environmental Concerns
 1. Resolution request to authorize the Chairman of the Board to enter into a Municipal Agreement with Energy Improvement Corporation relating to Energize NY Open C-Pace Financing Program
 2. Resolution request to set the Warren County Climate Smart Task Force
 3. Discussion on Clean Lakes Collaboration
- VIII. Motion to adjourn

Attachments: Resolution Request

RESOLUTION REQUEST FORM NO. 2

Request to Appoint or Reappoint County Department Head

DEPARTMENT NAME: Real Property Tax Services

DATE: July 22, 2019

- (a) Name of Employee: **Lexie A Delurey**
- (b) If this is a Reappointment, list Employee No.: **9220**
- (c) If this is a Reappointment, please list the Resolution No. of the last appointment of this individual: **380 of 2013**
- (d) Address of Employee: **332 Reynolds Road, Ft Edward NY 12828**
- (e) Title of Appointment: **Director of Real Property Tax Services**
- (f) Effective Date of Appointment: **October 1, 2019**
- (g) Termination Date of Appointment: **September 30, 2025**
- (h) Annual Base Salary: **\$64,870.99**
- (i) If this is a New Appointment, Name of Person Being Replaced:
- (j) If this is a New Appointment, Reason for Replacement:

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Real Property Tax Services

DATE: July 22, 2019

- (a) Purpose of Request:
To delete the outstanding taxes and chargeback to the proper entities.

- (b) Details:
Queensbury parcels
303.12-1-9.3
303.12-1-9.4
303.12-1-9.6
303.12-1-9.7

- (c) Previous Resolution Number:

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

303.12-1-9.3

	Town	Library	Emerg Med	Fire	Water	Light	Sewer	School	
2006	\$56.68	\$29.04	\$132.00	\$218.51	\$49.87	\$1,134.78	\$3,512.72		
2007	\$60.69	\$26.84	\$147.22	\$216.36	\$49.67	\$1,148.60	\$3,617.73		
2008	\$94.74	\$34.85	\$146.22	\$213.92	\$48.49	\$1,196.88	\$3,617.73		
2009	\$108.96	\$35.65	\$160.64	\$189.28	\$62.89	\$1,165.78	\$3,758.12		
2010	\$108.76	\$32.45	\$166.45	\$177.15	\$62.89	\$1,272.74	\$3,758.12		
2011	\$132.00	\$111.57	\$29.24	\$171.06	\$193.89	\$1,319.24	\$3,758.12		
2012	\$131.80	\$112.57	\$31.45	\$176.86	\$193.79	\$1,201.16	\$3,806.33		
2013	\$129.59	\$115.57	\$32.05	\$179.87	\$57.69	\$1,198.61	\$3,894.59		
2014	\$120.78	\$117.18	\$38.86	\$184.28	\$58.29	\$1,697.18	\$3,978.33		
2015	\$122.78	\$117.98	\$42.06	\$185.88	\$32.88	\$1,628.12	\$4,018.97		
2016	\$132.03	\$108.59	\$54.07	\$177.31	\$77.32	\$1,150.48	\$3,674.89		
2017	\$66.66	\$53.15	\$26.91	\$87.94	\$36.31	\$1,101.96	\$1,869.68		
2018	\$60.80	\$53.26	\$26.57	\$86.93	\$35.94	\$1,102.67	\$1,906.65		
Totals	\$896.44	\$1,219.70	\$440.04	\$2,002.66	\$2,031.06	\$605.89	\$16,318.20	\$45,171.98	School Tax Base
					Total Town		\$23,513.99		\$42,216.80

303.12-1-9.4

	Town	Library	Emerg Med	Fire	Water	Light	Sewer	School	
2006	\$38.88	\$19.92	\$90.55	\$149.89	\$34.21	\$719.74	\$2,409.63		
2007	\$41.63	\$18.41	\$100.99	\$148.42	\$34.08	\$728.50	\$2,481.66		
2008	\$64.99	\$23.91	\$100.30	\$146.74	\$40.12	\$759.13	\$2,481.66		
2009	\$74.75	\$24.46	\$110.19	\$129.84	\$43.14	\$739.40	\$2,577.96		
2010	\$74.61	\$22.26	\$114.18	\$121.52	\$43.14	\$807.24	\$2,577.96		
2011	\$90.55	\$76.43	\$20.06	\$117.34	\$133.00	\$836.74	\$2,577.96		
2012	\$90.41	\$77.22	\$21.57	\$121.32	\$132.93	\$761.84	\$2,611.04		
2013	\$88.90	\$79.28	\$21.98	\$123.39	\$111.31	\$760.22	\$2,671.58		
2014	\$82.85	\$80.38	\$26.66	\$126.41	\$109.87	\$1,076.44	\$2,729.02		
2015	\$84.23	\$80.93	\$28.85	\$127.51	\$107.13	\$1,032.64	\$2,756.90		
2016	\$120.77	\$99.34	\$49.46	\$162.20	\$70.73	\$729.70	\$3,361.73		
2017	\$61.04	\$48.66	\$24.64	\$80.52	\$33.25	\$698.92	\$1,711.94		
2018	\$55.67	\$48.77	\$24.33	79.59	\$32.91	\$699.38	\$1,745.79		
Totals	\$674.42	\$885.87	\$326.51	\$1,454.49	\$1,427.54	\$443.32	\$10,349.89	\$32,694.83	School Tax Base
					Total Town		\$15,562.04		\$30,555.92

303.12-1-9.6

	Town	Library	Emerg Med	Fire	Water	Light	Sewer	School	
2006	\$27.90	\$14.30	\$64.98	\$107.56	\$24.55	\$233.23	\$1,729.17		
2007	\$29.88	\$13.21	\$72.47	\$106.51	\$24.45	\$236.07	\$1,780.88		
2008	\$46.64	\$17.16	\$71.98	\$105.30	\$28.79	\$245.99	\$1,780.88		
2009	\$53.64	\$17.55	\$79.08	\$93.18	\$30.96	\$239.60	\$1,849.98		
2010	\$53.54	\$15.97	\$81.94	\$87.20	\$30.96	\$261.58	\$1,849.98		
2011	\$64.98	\$14.40	\$84.20	\$95.44	\$30.37	\$271.14	\$1,849.98		
2012	\$64.88	\$55.41	\$15.48	\$87.06	\$29.28	\$246.87	\$1,873.71		
2013	\$63.79	\$56.89	\$15.78	\$88.54	\$28.40	\$246.34	\$1,917.16		
2014	\$59.46	\$57.68	\$19.13	\$90.71	\$78.84	\$348.81	\$1,958.38		
2015	\$60.44	\$58.08	\$20.71	\$91.50	\$76.88	\$334.62	\$1,978.39		
2016	\$63.29	\$52.06	\$25.92	\$85.00	\$37.07	\$236.45	\$1,761.61		
2017	\$31.97	\$25.49	\$12.91	\$42.17	\$17.42	\$226.48	\$896.65		
2018	\$29.16	\$25.54	\$12.74	\$41.69	\$17.24	\$226.63	\$914.38		
Totals	\$437.97	\$597.67	\$215.26	\$981.32	\$997.92	\$256.45	\$3,353.81	\$22,141.15	School Tax Base
					Total Town		\$6,840.40		\$20,692.66

303.12-1-9.7

	Town	Library	Emerg Med	Fire	Water	Light	Sewer	School w/Pnlty	School Tax Base
2006	\$32.15	\$16.47	\$74.86	\$123.93	\$17.61	\$421.31	\$1,992.23		
2007	\$34.42	\$15.22	\$83.50	\$122.71	\$18.06	\$426.44	\$2,051.80		
2008	\$53.73	\$19.77	\$82.93	\$121.32	\$21.58	\$444.37	\$2,051.80		
2009	\$61.80	\$20.22	\$91.11	\$107.35	\$21.58	\$432.82	\$2,131.42		
2010	\$61.68	\$18.40	\$94.40	\$100.47	\$21.13	\$472.53	\$2,131.42		
2011	\$63.28	\$16.59	\$97.01	\$109.96	\$21.13	\$489.80	\$2,131.42		
2012	\$74.75	\$63.84	\$17.84	\$100.31	\$109.91	\$21.13	\$445.95	\$2,158.76	
2013	\$73.50	\$65.55	\$18.18	\$102.01	\$92.03	\$21.02	\$445.01	\$2,208.81	
2014	\$68.50	\$66.46	\$22.04	\$104.51	\$90.83	\$21.24	\$630.11	\$2,256.31	
2015	\$69.64	\$66.91	\$23.86	\$105.42	\$88.57	\$25.90	\$604.47	\$2,279.36	
2016	\$79.34	\$65.26	\$32.50	\$106.56	\$46.47	\$26.00	\$427.14	\$2,208.52	
2017	\$40.08	\$31.95	\$16.18	\$52.87	\$21.83	\$12.80	\$409.12	\$1,124.13	
2018	\$36.56	\$32.02	\$15.98	\$52.26	\$21.61	\$13.00	\$409.39	\$1,146.37	
Totals	\$442.37	\$699.05	\$253.25	\$1,147.75	\$1,156.99	\$262.18	\$6,058.46	\$25,872.35	\$24,179.77
					Total Town		\$10,020.05		

COUNTY OF WARREN, NEW YORK

07/17/2019

MUNICIPALITY 523400	Location 275 BAY RD	SEC. 302.8	BLOCK 1	LOT 2
MAILING ADDRESS		SPECIAL DISTRICTS		
MULLEN, J. DAVID 50 MAIN ST. HUDSON FALLS, NY 12839		Coordinate N-1638586, E-717547		
		SEC. 105.	BLOCK 1	LOT 27
		School: GLENS FALLS CITY CSD		
		Emergency medical Fire protection Crandall library dst Queensbury lighting Qby Consolidated SSD Qsby water exmpt.		

DATE	VOL.	PG.	OWNER OF RECORD	SALE	REMARKS
02/25/1949	288	496	AMERICAN PAPER & ENGIN WORKS	\$0.00	FR. WELLS
12/19/1977	610	1041	COUNTY OF WARREN	\$0.00	ROAD DEDICATION
02/14/1980	629	720	MULLEN, J. DAVID	\$88.00	1 OF 3 PCLS. J.DAVID MULLEN DECD.1/31/13

FRONTAGE:	332.00	DEPTH:	0.00	ACRES:	1.17
-----------	--------	--------	------	--------	------

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Real Property Tax Services

DATE: July 22, 2019

- (a) Purpose of Request: **Amend Resolution 259 of 2017, Terms and Conditions of Sale**
- (b) Details: **to add paragraph 6 (f)**
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

**WARREN COUNTY REAL ESTATE AUCTION 2019
TERMS & CONDITIONS OF SALE**

The premises described in the preceding advertisement of sale will be sold under the direction of the Director of Real Property Tax Services Department, upon the following Terms of Sale:

1. The successful bidder (purchaser) of the premises being sold, or any portion thereof, will, at the time of the auction sign a Memorandum of Purchase Agreement in which the purchaser will agree to comply with and be obligated under all terms and conditions of sale of the Warren County Real Estate Auction **2019**. A copy of such Memorandum of Purchase Agreement is attached hereto and incorporated herein.

2. For a successful bid in any amount over One Thousand Dollars (\$1,000), Ten Percent (10%) of the purchase price of said premises and an additional **six percent (6%)** buyer's premium shall be made payable to the Warren County's official auctioneer at the time of the execution of the memorandum of purchase agreement, and for which payment a County receipt shall be given by the Office of the Treasurer, and which payment may be made by way of a personal check dated as of the date of the auction, cash or certified funds;

For a successful bid of One Thousand Dollars (\$1,000) or less, One Hundred Percent (100%) of the purchase price of said premises and an additional **six percent (6%)** buyer's premium shall be made payable to the Warren County's official auctioneer at the time of the execution of the memorandum of purchase agreement, and for which payment a County receipt shall be given by the Office of the Treasurer, and which payment may be made by way of a personal check dated as of the date of the auction, cash or certified funds;

In the event of a default or failure to complete the transaction by the successful bidder, the successful bidder agrees that the amount of the deposit and buyer's premium tendered by the successful bidder at the time of execution of the Memorandum of Purchase Agreement shall be forfeited to the County, or, if the tender is not completed, the successful bidder agrees that such amounts shall become due and owing to the County. The County reserves the right to pursue collection of such amounts, including costs and reasonable attorney's fees.

3. The successful bidder has no legal or beneficial ownership interest of any nature whatsoever in the property. All sales are subject to the approval of the Warren County Board of Supervisors which approval shall be given or denied within forty-five (45) days of such sale. The County of Warren reserves the right to reject any and all bids and cancel and/or postpone sales at any time before the actual delivery of deeds, a right which **if** invoked will be exercised within forty-five (45) days of such sale. In the event a sale is not approved by the Board of Supervisors, the down payment for that sale and the additional buyer's premium shall be promptly refunded without interest;

4. The balance of the purchase price (ninety percent (90%)) shall be made payable by bank or certified check or cash to the Warren County Treasurer, Warren County Municipal Center, Lake George, New York, within fifteen (15) days from the date of the resolution of the Warren County Board of Supervisors approving the sale, of which date the purchaser shall be provided with notice at the address given by the purchaser on the memorandum of purchase completed pursuant to Paragraph 1 of the Terms of Sale. The Real Property Tax Services Director is not required to send any further notice to the purchaser. If the purchaser fails to pay the balance of the purchase price within said fifteen (15) day period as provided above, all rights to complete the transaction per the memorandum of purchase agreement will expire and the deposit and Auctioneer's additional buyer's premium shall be forfeited to the County of Warren;
5. If the successful bidder at the auction fails to comply with the terms and conditions of sale and therefore forfeits the right to purchase or the time to purchase expires as defined in paragraph 4 above, the County shall consider whether to offer the property for sale to the second highest bidder of record. In furtherance of this, the Real Property Tax Services Director shall provide notice to the second highest bidder by mail at the address provided by the bidder at the auction that the County is considering whether to accept the bid of the said second highest bidder and inquire as to whether said bidder desires to purchase the property. If the said bidder is interested in purchasing the property, the second highest bidder shall have fifteen (15) days after the mailing of such notice to enter into a memorandum of purchase agreement as set forth in Paragraph 1, and complete the transaction including tender of payment. Notwithstanding the foregoing, upon receipt of a duly executed waiver and release from the highest bidder confirming that they will not be purchasing the property as defined in paragraph 4 above and acknowledging they will be forfeiting the buyer's premium and ten percent (10%) deposit made, the County can immediately offer the property to the second highest bidder pursuant to the terms and conditions set forth in this paragraph.
6. The premises will be conveyed free and clear of delinquent real property tax liens but subject to:
 - (a) city and village tax liens accruing during the year of the auction and not relieved in the last town and county tax immediately preceding the auction;
 - (b) school taxes accruing on or after July 1st in the year of the auction and any late payments and penalties related thereto;
 - (c) street or other special assessments unpaid or payable to the municipality in which the premises are situated;
 - (d) any water charges unpaid or payable to the municipality in which the premises are situated which have not been relieved in the last town and county tax levy.
 - (e) any sewer charges unpaid or payable to the municipality in which

the premises are situated which have not been relieved in the last town and county tax levy.

(f) FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within twenty four (24) months of the date of the deed. Within such twenty four (24) month time period, the purchaser must either: obtain a **Certificate of Compliance** or a Certificate of Occupancy, **if required**, for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by County officials at or before the end of the twenty four (24) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the County may, **subject to Board approval**, commence legal proceeding to retake title to the property. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the County Administrator for an extension of **up to** twenty four (24) months shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. Any addition request thereafter shall be made in writing and placed before the Board of Supervisors for their consideration.

7. The deed delivered shall be a "Quit Claim" deed and shall contain the assessment roll description of the premises and not a metes and bounds description;
8. The bidding will be kept open after the property is struck down; in the case any purchaser shall fail to comply with any of these Terms of Sale, the premises so struck down will again be put up for sale under the direction of the Real Property Tax Services Agency; the original purchaser may be held liable for any deficiency between the sum for which said premises were purchased and the resale, together with any costs or expenses occurring on such resale;
9. The premises will be conveyed subject to all existing tenancies, easements, rights, licenses, privileges, and agreements, as well as any covenants, conditions, restrictions, reservations, rights of re-entry, possibilities of reverter, rights-of-way, utility or other easement agreements, or sell-offs in former deeds or other instruments of record. Additionally, the premises will be conveyed subject to existing laws and ordinances and any state of facts an accurate survey and prudent inspection of the property would disclose, and any federal and/or state taxes, liens, judgements and encumbrances of record not otherwise extinguished when the County of Warren took title to the subject parcel;

10. The purchaser is responsible for determining by diligent search of the public records, including those in the Warren County Clerk's Office, whether other persons or entities including, but not limited to, mortgagees, lienholders or others have an interest in the property which may affect the title as acquired through the tax foreclosure proceeding;
11. The purchaser is responsible for determining whether any structures are located on the premises and for the condition of any structures located on the premises. The descriptions may contain a reference to a structure that may have been removed after the description was prepared. The County makes no promises regarding the presence or condition of any structure;
12. There shall be no interruptions of the auction by any person. Any person so interrupting the auction may be removed from the auction;
13. Individuals purchasing property at this public auction will be responsible for Real Property Transfer Tax on all parcels purchased; and
14. The Internal Revenue Service and/or other Federal and/or State agencies may have a right to redeem their interest in properties following this auction. The bidder is responsible for ascertaining this information.
15. If a purchaser owes any outstanding and delinquent taxes to Warren County, those taxes must be paid in full prior to closing on any purchase made at this auction. Failure to comply with this provision will be grounds for default and forfeiture of any deposits paid.
16. As a further term and condition of sale of the property, the Purchaser understands and agrees that the County shall arrange for the recording of the deed issued by the County in connection with such sale and that the Purchaser shall be liable for the payment of recording fees which shall be paid to the County at the time of closing on the property. The fees associated with the recording of the Quit Claim deed shall be in addition to all other amounts due by the Purchaser in connection with the sale.

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Environmental Concerns

DATE: July 22, 2019

- (a) Purpose of Request: **Authorize the Chairman of the Board to enter into a Municipal Agreement with Energy Improving Corporation**
- (b) Details: **Relating to Energize NY Open C-Pace Financing Program**
- (c) Previous Resolution Number:
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

****Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.***

DEPARTMENT NAME: Planning & Community Development

DATE: July 19, 2019

- (a) Purpose of Request: **Establishment of Climate Smart Task Force and Appointment of Members**
- (b) Details: **See attachment**
- (c) Previous Resolution Number: **N/A**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **N/A**

Sample: A.8021 470 Planning & Community Development – Contract

*** as listed in budget and LOGOS**

WARREN COUNTY | Climate Smart Task Force

Climate Smart Communities Program – Warren County

June 24, 2019 | Warren County becomes Registered Climate Smart Community

This designation serves as an acknowledgement by the Warren County Board of Supervisors of the potential for climate change to negatively impact our community infrastructure and natural resources. Additionally, promoting the utilization of clean energy has the benefit of saving money, while reducing adverse impacts to the environment.

In July 2019, the Warren County will submit an application to the NYS Department of Environmental Conservation's (NYSDEC) Climate Smart Communities Program, to complete six (6) Climate Smart Certification Actions.

Climate Smart Task Force

The Warren County Climate Smart Task Force will be comprised of local officials and professionals with diverse backgrounds. This group will assist with the identification and review of actions that advance Warren County's effort to become a Certified Bronze Climate Smart Community, within 18-24 months. Certification offers communities the benefit of improved scores on funding requests and the completion of certification actions helps to build a more climate resilient community.

Other Recommendations

- ‡ **Municipal/Professional Staff:** We recommend appointments for a term of one (1) year;
- † **Non-Municipal Member:** We recommend appointing at least one (1) non-municipal member to a term of one (1) year; and
- * **County Supervisors:** We recommend appointing no more than three (3) County Supervisors, for a term of two (2) years or the expiration of their elected tenure.

Proposed Task Force Members

Name	Title	Organization
Chris Belden, AICP ‡	Climate Smart Coordinator/ Assistant County Planner	Warren County Planning Department
Sara Frankenfeld ‡	GIS Administrator	Warren County Planning Department
Amanda Beck ‡	Junior Planner	Warren County Planning Department
Beth Gilles ‡	Director	Lake Champlain-Lake George Regional Planning Board
Allison Hargrave-Gaddy, AICP ‡	Senior Planner	Lake Champlain-Lake George Regional Planning Board
Jim Lieberum, CPESC ‡	District Manager/ Hazard Mitigation Coordinator	Warren County Soil & Water Conservation District
Amy Drexel, AEM ‡	Deputy Director	Warren County Emergency Services
Emma Lamy ‡	Environmental Analyst	Warren County DPW
Dan Durkee ‡	Senior Health Educator	Warren County Public Health
Tammie DeLorenzo ‡	Assistant to the County Administrator	Warren County Administrator
Scott Royael (Non-Municipal Member) †	Sustainability Coordinator	SUNY Adirondack
Claudia Braymer (Elected Official) *	County Supervisor, Glens Falls – Ward 3	Warren County Board of Supervisors
Peter McDevitt (Elected Official) *	County Supervisor, Glens Falls – Ward 2	Warren County Board of Supervisors
Andrea Hogan (Elected Official) *	Town Supervisor, Johnsbury	Warren County Board of Supervisors

May 6, 2019

Dear Colleagues and Friends:

We are writing you with a crucial request. As elected officials within watersheds participating in New York State's Harmful Algal Bloom (HAB) Initiative, we are asking you to join us by signing on to the attached Memorandum of Understanding (MOU) establishing the **Clean Lakes Collaboration**. The Collaboration will provide an urgently needed strategic advocacy structure "*whose leadership will drive new standards of protection for the lifeblood of the State's natural, economic, and community character.*" Together, we will work in common purpose to tackle what is fast becoming one of the most critical environmental threats of our time.

Our fresh waters, like yours, are central to the wellbeing of our communities. As drinking water supplies, destinations for tourism and recreation, and engines of our economies, they define our quality of life. HABs pose an intensifying threat to all that our waters stand for. We know that the complexity and severity of the issue requires joint action—across regions, sectors, and levels of government.

The **Clean Lakes Collaboration** MOU details the need for this new advocacy structure and the specific benefits to be realized by its creation. Central to our shared commitment to reducing the risk of HABs occurrence is securing dedicated state funding. The MOU cites the need for locally established Watershed Protection Districts (as summarized in the MOU Addendum - also attached) to create the long overdue watershed-based framework for securing state funding. Learning from the highly effective watershed-based management of Lake George, Watershed Protection Districts would function as funding, rather than taxing, districts to protect our waters—and the communities that depend on them.

Finally, a copy of the resolution supporting the MOU that was unanimously adopted by the Chautauqua County Legislature is attached as a template for your use.

Only together can we stop the HABs threat and save our waters, our communities, and our economies for future generations. Please join us at this pivotal time by acting on this essential request.

We thank you for your serious attention to this matter.

Sincerely yours,



George M. Borrello
Chautauqua County Executive



Pierre Chagnon
Chautauqua County Legislature

**MEMORANDUM OF UNDERSTANDING TO ESTABLISH
A CLEAN LAKES COLLABORATION DEDICATED TO PROTECTING NEW YORK STATE'S
MOST VITAL AND THREATENED ASSET**

This Memorandum of Understanding (MOU) establishes a collaboration across sectors and regions to address mounting threats to New York State's most vital natural asset—fresh water lakes and their surrounding watersheds. The MOU is not a binding commitment, but a broadly supported statement of intent outlining the unifying purpose and actions of a **Clean Lakes Collaboration**, whose leadership will drive new standards of protection for the lifeblood of the State's natural, economic, and community character.

WHEREAS, the unparalleled array of fresh water lakes and watersheds of New York State constitute the State's most valuable asset for drinking water, recreation, tourism, agriculture, flood control, fishing, and community health, as well as essential habitat for plant and animal life; and

WHEREAS, the enormous economic value of fresh waters in the State only appreciates as the needs for and pressures on these resources increase; and,

WHEREAS, growing scientific documentation presents incontrovertible evidence of mounting threats and impacts on the State's fresh water lakes and watersheds; and,

WHEREAS, sources of these threats and impacts commonly include inadequate wastewater and stormwater controls, introduction and spread of aquatic and terrestrial invasive species, excessive use of road salt, and climate change; and,

WHEREAS, these sources are contributing to measurable declines in the quality of New York's fresh water resources and their natural resilience to change; and,

WHEREAS, such declines in water quality are evidenced by the escalating number and frequency of fresh water lakes—including public drinking water supplies—experiencing Harmful Algal Blooms (HABs) with substantial economic, environmental, public health, and community costs; and,

WHEREAS, successful programs for stopping and reversing water quality declines are being developed and implemented across the State; and,

WHEREAS, the effectiveness of programs to stem the decline of fresh waters has been shown to be substantially strengthened through their application by watershed rather than political boundaries; and,

WHEREAS, natural watersheds encompass comprehensive inputs to and influences on a waterbody, including streams and seepages, stormwater runoff, leaching from municipal and onsite wastewater treatment, weather, and more; and

WHEREAS, the value of accelerating coordinated understanding of effective programs for reducing water quality declines can ensure their growing application statewide; and,

WHEREAS, across sectors and regions of New York State there is growing interest in and support for active collaboration;

NOW, THEREFORE, IT IS HEREBY

AGREED that the undersigned parties representing diverse sectors and regions of New York State are establishing the **Clean Lakes Collaboration** to advocate for protection and/or restoration of their waters; and it is further

AGREED that this new collaboration is dedicated to solving the problems threatening water quality with particular emphasis on improving wastewater and stormwater controls, stopping the introduction and spread of aquatic and terrestrial invasive species, reducing the use of excessive road salt, and thus increasing resilience to climate change; and it is further

AGREED that effective solutions to identified problems threatening water quality will be the generated by coordinated exchange of information and initiatives among and beyond the waters represented in this MOU; and it is further

AGREED that development and implementation of solutions will be guided by best available science, technology, and analytics as being applied at and beyond the waters represented in this MOU; and it is further

AGREED that natural watershed boundaries will frame the execution of measures to be implemented to ensure maximum effectiveness in protecting and/or restoring waters of the **Clean Lakes Collaboration**; and it is further

AGREED that in its advocacy role, the **Clean Lakes Collaboration** promotes New York State establishment of Watershed Protection Districts—as described in the addendum to this MOU; and it is further

AGREED that adoption of a Watershed Protection District will serve as a funding district for the express purpose of accessing State funds and resources dedicated to supporting implementation of measures to solve specified water quality problems; and it is further

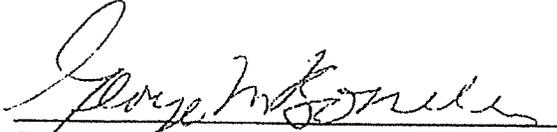
AGREED that the **Clean Lakes Collaboration** will work with appropriate State agencies and officials to develop the standards and criteria by which Watershed Protection Districts will be formed and funding will be granted; and it is further

AGREED that implementation of funded measures will be monitored by best available technologies and practices to assess their effectiveness in reducing sources of water quality declines; and it is further

AGREED that requisite to accessing State funding, a Watershed Protection District will commit to financial participation, the percentage of which will be determined by a watershed's funding capacity based on a range of financial metrics (to be determined); and it is further

AGREED that this Memorandum of Understanding may be signed in counterparts.

Agreed to by:

A handwritten signature in black ink, appearing to read "George M. Borrello", written over a horizontal line.

George M. Borrello
Chautauqua County Executive

County of Chautauqua
Office of the County Executive
Gerace Office Building - 3 N. Erie St. - Mayville, NY 14757-1007
(716) 753-4211 - FAX (716) 753-4756
BorrelloG@co.chautauqua.ny.us

MOU Addendum: The Case for Creating Watershed Protection Districts in New York State

Need/Opportunity

A longstanding need brought to the fore with launch of the NYS Harmful Algal Bloom (HABs) Initiative is a watershed-based framework for implementing and funding measures to reduce the risk of HABs and associated threats to fresh waters statewide. Priority threats include wastewater and stormwater pollution, excessive road salt use, and invasive species.

Lacking in NYS statute are necessary provisions to establish watershed protection districts that serve as a framework and facility for managing water quality and addressing threats as required, by watershed rather than political boundaries, even if such boundaries encompass multiple jurisdictions.

Lake George

Lake George provides a working example of a watershed-based management construct that could be adapted for scaling statewide, starting with HABs Initiative lakes, the action plans and priority projects for which are already defined by watershed. Recognizing that Lake George has its own state agency, the Lake George Park Commission, whose regulatory mandate is protection of the watershed, the focus here is on the organization of public and private entities watershed-wide that formed The SAVE Lake George Partnership, an entity that could be replicated where no dedicated state agency exists. SAVE has developed a growing track record of successes in complementing and even augmenting the regulatory role of the Park Commission in exercising its mandate.

Comprised of public and private decision makers basin-wide, SAVE has served as strategic vehicle for advocating and acting on priority threats, including co-investment of finances directed at solutions. The AIS Prevention Program and Road Salt Reduction Initiative are working examples of how SAVE has played a leadership role ready for adaptation in other watersheds.

Beyond Lake George

State enabling legislation (or perhaps executive action) would provide for the formation of Watershed Protection Districts, membership and actions of which would resemble SAVE. Provisions for district establishment would prescribe operating principles/criteria defining their purpose, primarily to address priority threats to the watershed and water quality.

Using the Lake George example, the criteria would feature wastewater pollution (municipal/onsite), stormwater runoff (originating from human uses), road salt, and invasive species. For each of these, a "drop-down" menu of specific Best Practices measures to address these threats would be identified and defined, citing examples of and links to measures already demonstrating tangible results.

The principal driver for establishing the district framework and constituency for addressing priority threats would be access to dedicated public funding sources to provide new levels of financing as required. Watershed Districts would generate a sliding scale of financial participation, the extent of which could be determined by assessed property values, tax base, and related metrics. This support would leverage public (NYS) funding for the priority threats

and implementation of the expanding menu of Best Practices measures identified for each. A watershed needs assessment protocol would guide selection of appropriate measures.

A major benefit of this program would be in its ability to draw directly from successful implementation of programs delivering high performing, cost effective results. For example, the matching grant program for septic system upgrades on Lake George has in only two years time led to third-party confirmation of improved water quality where applied. Similarly, the advanced formula for assessing septic system site suitability in the Town of Lake George provides for systematic scaling of the matching grant program. Such tested measures as these are readily adaptable for use beyond Lake George.

Because Watershed Protection Districts would be the construct for receiving state funding, their formation could be promoted as water quality/property value/business protection districts, framed as funding rather than taxing districts, emphasizing tangible returns on investment. Beneficiaries of the outcomes being realized where Best Practices measures are being implemented would become the program's strongest advocates and would represent all sectors, as demonstrated at Lake George.

Background

As background and context, towns, villages, and counties have contributed funds and support for addressing water quality problems, but their ability to devote the level of resources necessary to succeed is hampered by the New York State municipal property tax cap, and by objections from residents who live in the town, but not in the water body's watershed. Local governments strive to stay within their very low caps while they deliver important services to their residents.

Lake and river associations are also important partners, but their work is constrained by very low dues structures never intended to fund priority threats as now needed. Moreover, not all of their members – the property owners around the lakes who have the most to lose when water quality declines – contribute dues.

In certain cases, such as Lake George, conservation groups have missions dedicated to a particular watershed or water body, providing another key partner.

The opportunity to form Watershed Protection Districts would organize these constituencies to coordinate implementation of effective actions, aggregating funds from the watershed to gain matching public funding applied to priority threats.

CURRENT LAW AND PROPOSED AMENDMENTS

New York Town Law Sections 209 authorizes town boards to establish improvement districts. Town Law Section 209-a, provides the definitions of improvement districts that may be created by town boards, including an "aquatic plant growth control," or "watershed protection improvement district." The Section 209-a definition could be improved by adding a definition of a watershed protection district that specifies prevention and control of invasive plants and animals, as well as reduction of water quality threats posed by road salt, wastewater and stormwater pollution, into the water body and its watershed.

Town Law Section 198 provides the authority for town boards to manage improvement districts. After an improvement district is created, the town board simply creates a budget for the new district and administers it as one more fund, contracting for services as necessary:

Current Town Law Section 198 (10) (e) provides as follows:

“Aquatic plant growth control district. After an aquatic growth control district has been established, the town board may take such action as may be required to adopt plans and specifications and enter into a contract or contracts, or take such other action as may be required, for the control of aquatic growth within the district as it may deem to be necessary or desirable.

Current Town Law Section 198 (10) (g) provides as follows:

“After a watershed protection improvement district has been established, the town board may take such action as may be required to adopt plans and specifications and enter into a contract or contracts, or take such other actions as may be required, for the protection and restoration of groundwater, surface waters, and drinking water quality as it may deem to be necessary or desirable, including but not limited to stormwater treatment projects and wetland construction.”

Amending sections 198(10)(e) and 198(10) (g) to make it clear that the town board’s authority includes management actions to prevent, eradicate, and control aquatic and terrestrial invasive species in the water body and its watershed and to prevent and/or reduce pollution from road salt, wastewater, and stormwater.

Even more important is the fact that there are many state water bodies with shorelines and watersheds in multiple towns. Provision of the NYS Department of Health Law, Section 1100 does allow watershed-wide district creation for the identified priority purposes. A relevant and well-established example comes from Otsego Lake, a case presented at The FUND for Lake George’s 2017 Septic Summit. Creation of multi-jurisdictional watershed protection districts with the proposed amendments and revisions would provide the working watershed-based framework for joint funding and implementation of effective actions as prescribed.

Similar to actions now underway to evolve the operating structure of SAVE, as well as adaptation of the Otsego Lake example, multi-jurisdictional districts would be managed by district commissioners appointed by the town boards creating the district with membership also including other identified entities whose missions and/or contributions are dedicated to watershed protection and management.