

Town of Middlesex

Regular Meeting

April 9 , 2026

Present: David Adam, Supervisor
Austin Liddiard, Council Member
Leon Button, Council Member
Stephanie Betts, Council Member

Absent: Paul Mitchell, Council Member

Recording: Rebecca Moore, Town Clerk

Also Present: Amberle Kelly, David Gray and Patrick Killen, Yates County Legislator

Middlesex Town Board Meeting

Attendance

Date: April 9, 2026

Please print your name clearly

1. Amberle Kelly
2. David M Gray
3. Patrick Killen
4. _____
5. _____

Call to Order/Pledge

Supervisor Adam called the meeting to order at 7:03 PM at the Town Hall, 1216 State Route 245, Middlesex NY. He led the Pledge of Allegiance.

Open Public Comments 7:03 PM

Highway Department Monthly Report

Date: 4/2/26

Reporting Period: From 3/12/26 to 4/9/26

Major Tasks Completed

1. Hauled CR1 and 5/8 stone
 2. Fill Pot holes with cold patch
 3. Help with 2 water leaks on 245
 4. Pick up tree debirs from windstorm
 5. Went out 7 times for snow/ice
 6. Clean ditches on viewboard, west ave, Lindsley road
-

Items to Note (unexpected costs, repairs, staffing updates)

Service flail mower, new front tires on mowing tractor

truck 6 fix tailgate and oil pan gasket,

Upcoming Projects

Take down snow fence
Ditching
Haul stone for stock pile
Continue trimming brush
Replace some driveway pipes
Clean up day April 25

Submitted By: Signature: 

Name: John Burnett

Title: Highway Superintendent

Date: 4/2/26

For Town Board Review – Monthly Meeting Date: 4/9/26

Water District Superintendent – Alan Williams

Got all 300 feet of new water line installed in the ground. Waiting for pressure testing and once complete, will put in connections on Monday thereafter.

Code Enforcement Officer – Alan Pierce

Zoning Board – Ted Carman

Final determinations on Glen Ave – second story needs to removed

Historian – Amberle Kelly –

History Department Monthly Report

Date: April 9, 2026

Reporting Period: From March 2026-April 2026

1. Digitization is underway! We have scanned almost 300 pages to date. We are scanning them to searchable PDF's, which is a major convenience for the future. Middlesex Heritage Group president, Dave Gray, has partnered with me on this project.
2. MHG volunteers have been working diligently to update our Family Tree Maker software while adding genealogy reports to each family's file.
3. Cemetery cleaning supplies have been delivered; town cemetery cleaning dates will be scheduled soon.
4. I have responded to several genealogy and research requests.
5. I will be attending the Regional Historian's Conference in Penn Yan, on April 18th, 8:30-3:30pm.

Important Dates:

1. Middlesex Heritage Group Quarterly Board Meeting: April 25, 2026
2. Overacker's Schoolhouse is being featured in the Country Schools of America Association's annual weekend conference: June 21, 2026
3. Citizen Appreciation Day: August 2nd, 2026
4. Seneca Heritage Day: September 5th, 2026

Submitted By:

Signature: _____

Name: Amberle Kelly

Title: Middlesex Historian

Date: April 9, 2026

For Town Board Review – Monthly Meeting Date: _____

Yates County Legislature – Patrick Killen

Yates Highway is fully staffed. Going to build a fire training facility out of shipping containers that will be two stories high (located at the backside of the new highway building). Airport will be building another hanger for further plane storage. To celebrate the 250th, parade will be in Branchport this year. There's a committee looking at reviving the jail facility as it was built in 1975 (6) and is not up to compliance. The committee is looking into options for rebuilding to meet compliance and being fully used again. Probation department is working on a new bill to be passed that will consider probation officers to have firearms vs the nothing they walk around with now. The parking lot across from the town hall was founded to have an old well that is no longer being used, however, there was an inflow of water from

somewhere and that created an up flow from the well. It took \$4,000.00 to formally seal the well with concrete.

David Adam, Supervisor

Set Public Hearing Date for Solar Energy for May – Confirmed may 14th

Water leak for Town Hall update – screw came out of stud and imbedded into water line for the base board heater. This created the leak.

Library Lease – Ready to go, insurance is confirmed

LIBRARY LEASE

Apr. 9, 2025

This Lease Agreement ("Lease") is made effective as of July 1, 2025, by and between Town of Middlesex ("Landlord"), and the Middlesex Public Library ("Tenant"). The parties agree as follows:

PROPERTY. Landlord is the owner of 1216 Main Street, Route 245 in the Town of Middlesex, County of Yates, State of New York (the "Property") on which is located the Middlesex Town Hall building, a parking lot and sidewalks.

LEASED PREMISES. Landlord, in consideration of the payments provided in this Lease, leases to Tenant that portion of the Property consisting of the entire basement floor, except the bathroom, of the Town Hall building (the "Premises"). The Tenant shall have the use, in common with the Landlord, of the bathroom and of the parking lot and sidewalks on the Property during the term and any renewal terms of this Lease.

TERM. The lease term will begin on September 1, 2025 and will terminate on December 31, 2025. Thereafter, this lease will automatically renew for successive one (1) year terms unless one party provides the other party with written notice of termination of this agreement at least two (2) calendar months prior to the end of the then-current term.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph. Such holdover shall constitute a month-to-month extension of this Lease.

LEASE PAYMENTS. Tenant shall pay to Landlord rent of \$425 per month on or before the first of every month in advance.

LATE PAYMENTS. Payments due that are not paid by the 15th of any month shall bear a late fee of \$25.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only as a public library. The Premises may be used for any other purpose only with the prior written consent of Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

MAINTENANCE. Landlord's obligation for maintenance shall include:

- the roof, outside walls, and other structural parts of the building, including window glass and panes
- existing parking lot and driveway, including snow and ice removal, and sidewalks
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the heating system

Tenant's obligation for maintenance shall include all other items of maintenance on the Premises not specifically delegated to Landlord under this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Landlord will provide Tenant with landline phone service, internet service, electric and heat. Landlord will also provide Tenant with bookkeeping services. Tenant shall be responsible for any other utilities and services in connection with the Premises.

INSURANCE. Landlord will maintain and pay for fire insurance on the Property. Tenant shall maintain and pay for liability insurance on the Premises in the total aggregate sum of at least \$450.00 and Tenant shall maintain and pay for insurance covering the contents and fixtures of the Premises. Tenant shall deliver appropriate evidence to Landlord as proof that adequate liability and contents insurance are in force. Landlord shall be named as an Additional Insured and as a Certificate Holder on each of Tenant's insurance policy.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, liens and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises or if Landlord brings an action to evict Tenant or to collect rent or other amounts Tenant owes Landlord.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous or inflammable character that might substantially increase the danger of fire on the Premises nor any hazardous and toxic substances, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. For purpose of this lease, "hazardous and toxic substances" include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the New York Environmental Conservation Law, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted and publications promulgated pursuant thereto.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and

if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord may repair the Premises and, if Landlord elects to make such repairs, lease payments shall abate during the period of the repair. If Landlord decides not to repair the damage within sixty days of the damage occurring, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party. For any period of time that the Premises is unusable, the Landlord will either 1) refund to Tenant a portion of the rent paid for the current month prorated from the date the Premises became unusable to either the date the Premises are made usable or, if the Premises will not be made usable again, to the end of the Lease month or 2) give Tenant a credit off of the following month's rent based on the number of days the Premises was unusable.

MECHANICS LIENS. Tenant shall take no action that results in a mechanics lien being filed against the Premises or the Property as a whole. If a mechanics lien is filed against the Premises or the Property as a result of a contract entered into by Tenant or its employees, officers, directors, contractors or agents, Tenant shall immediately make any payment and take any action needed to discharge such mechanics lien. If any such mechanics lien remains effective for longer than thirty (30) days, Tenant shall be in default of this lease.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Upon a default, Landlord may proceed with an eviction action against Tenant to secure Tenant's removal from the Premises or with any other legal action against Tenant to enforce its rights under this Lease. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall reimburse Landlord within 30 days of Landlord notifying Tenant that it paid an obligation of Tenant's.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

TOWN USE OF PREMISES. The Town reserves the right to use the Premises during the period for which it is leased if an unanticipated governmental need develops; outside of library operating hours.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and either delivered personally or forwarded by mail, postage prepaid, addressed as follows:

LANDLORD: Town of Middlesex ATTN: Town Clerk 1216 Main Street, Route 245 Middlesex, New York 14507	TENANT: Middlesex Public Library ATTN: 1216 Main Street, Route 245 Middlesex, New York 14507
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Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or

written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the state of New York.

LANDLORD:

Town of Middlesex

By: David Adam 4/9/26
David Adam, Supervisor

TENANT:

Middlesex Public Library

By: _____, President

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/25/2028	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Stork Insurance Agency 126 Main St PO Box 443 Penn Yan NY 14527 License# 654696 MCOPLR01		CONTACT NAME: _____ PHONE: _____ FAX: _____ E-MAIL: 315-536-2363 (AG, NY) 315-536-6501 ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC # _____ INSURER A: Utica National Insurance Group INSURER B: Graphic Arts Mutual Ins Co INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____			
INSURED Middlesex Public Library PO Box 147 Middlesex NY 14507-0147					
COVERAGES		CERTIFICATE NUMBER: 1234130149		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE	TYPE OF INSURANCE	INSR. (IND)	POLICY NUMBER	ISSUE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> ACCT <input type="checkbox"/> LOC OTHER: _____	Y	CPH 575523	2/1/2026	2/1/2027
					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$100,000 MED EXP (Per one person) \$10,000 PERSONAL & ADY INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGIS \$2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> AUTOS <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> AUTO ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION		575527	2/1/2026	2/1/2027
					COVERED SINGLE LIMIT (EA. OCCUR) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ PER STATUTE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WORKERS COMPENSATION EXCLUDED) (EMPLOYERS' LIABILITY EXCLUDED) (BOTH EXCLUDED) (N/A) (If the description of operations below)				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATION(S)/LOCATION(S)/VEHICLE(S) (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The certificate holder is additional insured per the terms of the attached automobile additional insured endorsement. Coverage for an additional insured is contingent upon an underlying written agreement with the named insured requiring such coverage. Additional Insured: Town of Middlesex PO Box 147 Middlesex, NY 14507					
CERTIFICATE HOLDER			CANCELLATION		
Town of Middlesex PO Box 147 Middlesex NY 14507			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <u>David Adam</u>		

New Dock Law – water shed is working on new dock laws. DEC is also involved. Suggesting a public meeting at the crystal beach firehouse with water shed present for any and all public comments

Lifeguard pay rates – rec manager asked for our life guard rates to be reviewed to ensure we are competitive. Per Yates county, we are in line with county rate expectations.

Lawn & Landscape bids - 1 bid received

2026 Insurance – received insurance through Stork and increase is within 5% increase

August date for Clean up Days – Determined August 15th

BAN update – all steps to pay off BAN in 2026 – 262K is owed and the interest and principal is within the 2026 budget. It was suggested that the town pay \$100k and keep the balance for the next year and budget a full payout in 2027 budget. All agreed as this allows cushion for any catastrophes or unforeseen expenses.

Code Clerk sent out on 3/25 to board members code departments drafts for the following forms and/or applications to be updated:

- Procedure for Engineer and Code Enforcement Fees
- Agriculture Data Statement
- Certificate of Non-Conformity Application
- Planning Board Application
- Zoning Board of Appeals Application Requirements: Area/Use Variance
- Zoning Board of Appeals Application: Area/Use Variance
- Zoning Board of Appeals Application Requirements: Special Use Permit
- Zoning Board of Appeals: Special Use Permit Application

2025 Yates County Natural & Recreational Resources grant agreement – was approved

Community House August 6th 7:00 PM – Supervisor will be there and Council member Betts may attend as well.

Water Department Monthly Report

Date: 4/9/2026

Reporting Period: From 3/13/2026 to 4/9/2026

Major Tasks Completed

1. Collected \$503.32 in Water during February
2. Entered Meter Readings
3. Printed and Mailed 4/1/2026 Bills
- 4.
- 5.

Items to Note (unexpected costs, repairs, staffing updates revenue updates)

Upcoming Projects

The current meter reading book is almost full and not sure how they did the old one.
 I am curious if there is a program with Williamson on a tablet where they can be entered directly into the system out in the field and uploaded into system. We need to have a conversation with them.

Submitted By:

Signature: 

Name: Denise Adam

Title: Water Clerk

Date: 4/9/2026

For Town Board Review – Monthly Meeting Date: 4/9/2026

Bookkeeper Department Monthly Report

Date: 4/9/2026

Reporting Period: From 3/14/2026 to 4/9/2026

Major Tasks Completed

1. Payroll Ending 3/7/2026 and 3/21/2026 Completed
2. Entered Invoices
3. Completed Reconciliations for March

Items to Note (unexpected costs, repairs, staffing updates)

Upcoming Projects

Submitted By:

Signature: 

Name: Denise Adam

Title: Bookkeeper

Date: 4/9/2026

For Town Board Review – Monthly Meeting Date: 4/9/2026

Open PUBLIC COMMENTS @ 8:35 PM

Hearing none

Close PUBLIC COMMENTS at 8:35 PM

Motions

Motion to set Public Hearing for Solar Energy Local Law for May 14 2026 @ 7 PM

Motion by Council Member Betts – seconded by Council Member Liddiard, the following motion was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

Motion to appoint the following cleanup day crew for April 25, 2026 @ \$30.00 per hour

- Paul Lee
- Bob Quayle
- Ed Nemitz
- Dan Nemitz
- Carson Soles

MOTION by Council Member Betts – seconded by Council Member Button, the following motion was defeated

ROLL CALL:

Austin Liddiard	Nay
David Adam	Nay
Stephanie Betts	Nay
Leaon Button	Nay

Motion to appoint the following cleanup day crew for April 25, 2026 @ \$30.00 per hour

- Paul Lee
- Ed Nemitz
- Dan Nemitz
- Carson Soles
- Zachary Smith

Motion by Council Member Liddiard – seconded by Council Member Button, the following motion was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

Motion to set August clean up days for August 15 2026

Motion by Council Member Liddiard – seconded by Council Member Button, the following motion was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

RESOLUTIONS

Resolution # 39-26

RESOLVE to approve the following forms and/or applications to be updated for the Code Enforcement Office:

- Agriculture Data Statement
- Certificate of Non-Conformity Application
- Planning Board Application
- Zoning Board of Appeals Application Requirements: Area/Use Variance
- Zoning Board of Appeals Application: Area/Use Variance

- Zoning Board of Appeals Application Requirements: Special Use Permit
- Zoning Board of Appeals: Special Use Permit Application
- Procedure for Engineer and Code Enforcement Fees

On a resolution by Council Member Betts – seconded by Council Member Button, the following resolution was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

Resolution # 40-26

RESOLVE to approve Jason Scales for the 2026 Lawn & Maintenance contract with the Town of Middlesex for \$12,500.00.

On a resolution by Council Member Betts – seconded by Council Member Liddiard, the following resolution was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

Resolution # 41-26

RESOLVED to approve lifeguard rates for a three tier pay rate of:

Lifeguard 1st year \$17.00

Lifeguard returning \$17.50

Head Lifeguard \$18.75

On a resolution by Council Member Liddiard – seconded by Council Member Betts, the following resolution was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

Resolution # 42-26

RESOLVE to approve Library Lease effective today, April 9, 2026

On a resolution by Council Member Betts – seconded by Council Member Liddiard, the following resolution was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

Resolution # 43-26

RESOLVED to pay audit of claims. April 9, 2026:

- Highway Fund claims Nos. 49-68 in the amount of \$24,620.44 as set forth in abstract No 004 dated 04/09/2026
- Water District claims Nos. 6-10 in the amount of \$23,962.26 as set forth in abstract No 004 dated 04/09/2026
- General Fund – Townwide claims Nos. 64-91 in the amount of \$72,875.08 as set forth in abstract No 004 dated 04/09/2026

On a resolution by Council Member Liddiard – seconded by Council Member Betts, the following resolution was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

Resolution # 44-26

RESOLVED to pay Line Item Transfer 04/09/2026

\$11,226.65 from DA5142.4 Snow Town Contractual to DA5148.4 Serv Other Contractual

On a resolution by Council Member Betts – seconded by Council Member Liddiard, the following resolution was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0

Resolution # 45-26

RESOLVED to accept the 2025 Yates County Natural & Recreational Resources Grant Agreement

On a resolution by Council Member Betts – seconded by Council Member Button, the following resolution was adopted:

ADOPTED: Ayes 4 Adam, Liddiard, Button, Betts

Nays 0



**2025 YATES COUNTY
NATURAL & RECREATIONAL RESOURCES GRANT AGREEMENT**



THIS AGREEMENT made between the COUNTY OF YATES, 417 Liberty Street, Penn Yan, New York 14527, (hereinafter referred to as the "County") and THE TOWN OF MIDDLESEX, 1216 Route 245 P.O. Box 147, Middlesex, NY, 14507, (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS, the promotion, preservation, enhancement and/or expansion of the County's natural, scenic and recreational resources is of vital and necessary importance to the citizenry of the County; and

WHEREAS, as a means of effectuating of the above recited public purpose the County has created a Capital Reserve Fund for Natural, Scenic and Recreational Resource Protection (hereinafter referred to as the "Resource Funds"), and implemented a framework to make such funds available to those engaging in projects consistent with the County's policies and procedures regarding the purpose and use of such funds; and

WHEREAS, it has been duly determined that the Agency is an organization that is engaging or will engage in project(s) that effectuate promotion, preservation, enhancement and/or expansion of the County's natural, scenic and recreational resources, thereby providing a public benefit to the County; and

WHEREAS, upon due review, the County has agreed that certain funding from its Resource Funds be made available to the Agency for the Agency to carry out such project(s);

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agency agrees to pursue the following project:

Vine Valley Beach Project. (hereinafter referred to as the "Project").

2. In consideration thereof, the County agrees to make up to the sum of Eight Thousand Dollars (\$8,000.00) (the "Fund Amount") from its Resource Funds available to the Agency, in the following manner: The County shall reimburse the Agency for expenditures pursuant to the Project that are approved by the County Planner, and make such disbursement(s) to the Agency upon the Agencies' approval of the County Planner of adequate expenditure receipts and report(s) and the County Planner's approval of the same, but in no event shall such cumulative reimbursements for expenditures pursuant to the Project be in excess of the Fund Amount stated above.

3. The Agency shall submit a report to the County's Planning Department evaluating the effectiveness of the Project and certifying that the funds received pursuant to this Agreement have been used for the purposes intended herein.

1

on the date(s) set forth below.

COUNTY OF YATES

By _____
Leslie Church, Chair of the Legislature

Date _____

TOWN OF MIDDLESEX

By David Adam
David Adam

Date March 19, 2026

3

4. The Agency shall permit representatives from the County, its designated committee(s) and/or agent(s) to visit all administrative offices or sites where its activities referred to in this Agreement are provided and shall make available for inspection upon reasonable notice all financial records relating to the funds received by the County pertaining to this Agreement.

5. The Agency shall maintain proper accounting procedures relative to the receipt and distribution of the funds received under this Agreement; and shall maintain all original bills, vouchers, receipts, canceled checks and other financial records related to said funds for a minimum of six (6) years after the expiration of the term of this agreement.

6. The Agency shall permit representatives from the County, its designated committee(s) and/or agent(s) to perform both pre and post-audits upon reasonable notice of the books of account and all other financial records of the Agency with respect to the expenditures made or expenses incurred pursuant to this Agreement. The County shall be entitled to recover any amounts paid to the Agency pursuant to this Agreement that are subsequently disallowed pursuant to such audit.

7. The Agency agrees to maintain in full force and effect during the term of this Agreement commercial general liability insurance in the form, term, and content satisfactory to the standards established by the County, and naming the County as an additional insured; and shall provide a certificate of insurance evidencing the same prior to the execution of this Agreement. And the Agency agrees to indemnify and hold harmless the County from claims, costs, damages, losses, attorney's fees, liabilities or injuries to persons or property, of whatsoever kind or nature arising out of the services performed by the Agency under the terms of this agreement.

8. Prior to the execution of this Agreement, the Agency shall provide satisfactory certificates showing compliance with New York Workers' Compensation Law, evidencing on New York State prescribed certificates that it carries or is exempt from: a) New York State Workers Compensation insurance and b) New York State Disability insurance.

9. The Agency shall carry out its activities in compliance with all applicable laws, rules and/or regulations.

10. This Agreement or its right, title, or interest therein may not be assigned, transferred, conveyed or otherwise disposed of by the Agency without the written consent of the County.

11. The term of the agreement shall be from *March 1st, 2026* through *December 31, 2026*.

IN WITNESS WHEREOF, The County and the Agency have executed this Agreement

2

Executive session called into order by Council Member Liddiard in the name of personnel/litigation—seconded by Council Member Betts @ 9:09 PM

Council Member Liddiard makes motion to exit executive session and seconded by Council Member Betts at 9:40 PM

Adjourn

With no further business to discuss, a motion was made by Council Member Liddiard – seconded by Council Member Betts, with all in favor to adjourn the regular meeting of the Town Board of the Town of Middlesex at 9:42 PM.