

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MONTGOMERY COUNTY  
AND  
VILLAGE OF CANAJOHARIE**

This Memorandum of Understanding (hereinafter “Agreement”) is made as of \_\_ day of \_\_\_\_\_, 2018 by and between **Montgomery County** a Municipal Corporation existing under the laws of the state of New York, with its principal offices located at the County Annex Building, 20 Park St., Fonda New York 12068, hereinafter referred to as the “**County**”, and the Village of Canajoharie, a Municipal Corporation organized and existing under the laws of the State of New York, in the County of Montgomery and State of New York., with its principal offices located at 75 Erie Boulevard, Canajoharie, NY 13317, hereinafter referred to as the “**Village**.”

**WITNESSETH**

**WHEREAS**, pursuant to General Municipal Law §119-o municipal corporations are authorized to enter into agreements for the performance among themselves of one of their respective functions, powers and duties on a cooperative contract basis; and

**WHEREAS**, the **Village** and the **County** have an interest in revitalizing urban areas and stabilizing neighborhoods; and

**WHEREAS**, the **County** recognizes that the renewal of the these downtown areas throughout the County will strengthen the local economy and increase quality of life for residents; and

**WHEREAS**, the **Village** desires to apply to the 2018 New York State Empire State Development Corporation, Restore NY Communities Initiative Municipal Grant Program; and

**WHEREAS**, the **County** hereby supports the efforts of the **Village’s** application for the 2018 Restore NY Communities Initiative Municipal Grant Program; and

**WHEREAS**, the subject of the **Village’s** application for the 2018 Restore NY Communities Initiative Municipal Grant Program was revitalizing the former Beech-Nut facility in Canajoharie, NY, which the **County** foreclosed on in 2017; and

**WHEREAS**, the cooperative action of the **County** and the **Village** is expected to be to the benefit of the **County** and the **Village**.

**NOW, THEREFORE,** in consideration of the foregoing it is hereby mutually covenanted, promised and agreed by and between the parties hereto as follows:

1. The **Village** applied for the Restore NY Communities Initiative Municipal Grant Program applicable to the Beech-Nut site.
2. The **County** drafted the grant application on behalf of the **Village**. The **County** and the **Village** cooperated in the preparation of application.
3. A \$1 million dollar and a \$6 million dollar grant was awarded from the Restore NY Communities Initiative Municipal Grant Program applicable to the Beech-Nut site.
4. The **County** will provide the 10% equity match for the grant that is required per grant regulations.
5. The **County** will pay the \$250 application fee and \$500 commitment match that is required.
6. The **Village** and the **County** shall be responsible for their respective attorneys fees associated with their duties under this Agreement. Neither shall pay the attorneys fees of the other.
7. The **Village** shall conduct the required SEQR analysis with the assistance of the **County**. The **Village** shall request to be lead agency for the SEQR review. The **County** will assist the Village with the SEQR process.
8. The administration of the grant will be completed by the **County's** Department of Economic Development. This includes, drafting any RFP's or bid specifications, analysis of RFP responses or bids and recommendation of contractors, project monitoring, management of contractors, project reporting and closeout. The **Village** will be consulted on the grant administration process and will be responsible for publishing any RFP or advertisement of bid specifications, gaining necessary approvals by the Village Board of Trustees, and approving and entering into any necessary contracts. The **County** will be the point of contact for administering any contracts.
9. Action at the site may be subject to prior approval by the EPA. All contact with EPA will be done through the **County**.

10. **TERM:** The term of this Agreement shall be at least two years from the date it is ratified by both parties or until the grant is closed out.
11. **ENFORCEABILITY:** If any term of this Agreement or the application thereof to any person or circumstances shall to any extend be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent possible permitted by law.
12. **WAIVER:** Failure or delay of either party to exercise a right under this Agreement shall not be considered a waiver of that right.
13. **INSURANCE AND LIABILITY:** The **Village** and the **County** shall not be required to name each other as additional insureds on their respective insurance policies.
14. **AGENCY:** This agreement in no way establishes an agency relationship between the **Village** and the **County**. Each party shall maintain its independence and its separate identity. Each party shall have executive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts of the other party.
15. **ASSIGNMENT:** This Agreement binds the parties hereto and their respective successor, agents, officers, representatives and assigns. This Agreement may not be assigned by either party except by agreement, in writing, duly executed pursuant to General Municipal Law §119-o, signed and acknowledged by the authorized officers and/or representatives of the parties. The terms of this Agreement shall be binding upon the the assigns of the parties hereto, in the event of approved assignment.
16. **MODIFICATION:** There shall be no oral modifications of this agreement and any modification or amendment of the terms of the agreement shall not be binding unless executed in writing in accordance with the provisions in General Municipal Law §119-o by the parties hereto. The terms of this written agreement contain entire understanding between the parties and supersede any oral representations previously made.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written:

**MONTGOMERY COUNTY**

(Seal)

By:\_\_\_\_\_

Title:\_\_\_\_\_

**VILLAGE OF CANAJOHARIE**

(Seal)

By:\_\_\_\_\_

Title:\_\_\_\_\_

**STATE OF NEW YORK**

}SS

**Montgomery County**

On this \_\_ day of \_\_\_\_\_, 2018, before me personally came \_\_\_\_\_ to me personally known, who being by me duly sworn, did dispose and say that he resides in \_\_\_\_\_, New York; that he is the \_\_\_\_\_ of the Montgomery County, a Municipal corporation described in and is authorized to execute the within agreement.

\_\_\_\_\_  
**Notary**

**STATE OF NEW YORK**

**}SS**

**MUNICIPALITY OF**

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came \_\_\_\_\_, to me personally known, who being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the Mayor of the Village of Canajoharie, the municipal corporation described in and is authorized to execute the within agreement.

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**Notary**