

## April 24, 2014 Full Board Addendum

### Resolutions from 10:00AM Planning, Environmental Management and Real Property

1. To convey property acquired by the County of Sullivan by Virtue of an In Rem Tax Foreclosure Proceeding for the 2012 Lien Year in the Town of Rockland known as Rockland 17.-1-36.14.
2. To retain property for public use acquired by the County of Sullivan by Virtue of the In Rem Tax Foreclosure Proceeding for the 2012 Lien year in the Town of Thompson known as Thompson 12.-1-26.
3. To convey property acquired by the County of Sullivan by virtue of the In Rem Tax Foreclosure proceeding for the 2012 Lien Year In the Town of Thompson known as Thompson 61.-1-41.1
4. To amend the License Agreement and Fee Schedule for GIS Digital Data Requests.
5. To exempt members of the NYS GIS Clearinghouse to sign the Digital Data License Agreement established by the County.

### Resolutions from 11:30AM Executive

6. Set public hearing required for CDBG May 15, 2014 at 1:50PM
7. Amend Resolution No. 40-14
8. Reconvey properties listed to previous owners
9. Renew facilities agreement with Time Warner Cable
10. Authorize execution of agreements with municipalities for participation in the County's 2014 Cleanup Initiative
11. Award contract to Sunnking Incorporated for removal and recycling of E-scrap
12. Accept the recommendations of the Sullivan County Solid Waste/Recycling Fee Grievance Committee
13. Urge NYS government to enact legislation to delay the effective date of the Non profit Revitalization Act of 2013 (from Management and Budget Committee)

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY COMMITTEE**

**RESOLUTION TO CONVEY PROPERTY ACQUIRED BY THE COUNTY OF SULLIVAN BY VIRTUE OF THE IN REM TAX FORECLOSURE PROCEEDING FOR THE 2012 LIEN YEAR IN THE TOWN OF ROCKLAND KNOWN AS ROCKLAND 17.-1-36.14**

**WHEREAS**, property located in the Town of Rockland designated on the Sullivan County Real Property Tax Map as Rockland 17.-1-36.14, being 85.00 x 160.00 +/- ft., located on Beaverkill Rd, is owned by the County of Sullivan by virtue of an Article 11 foreclosure for 2012 taxes & adjoins the town barn, and

**WHEREAS**, the Town of Rockland has offered to purchase said property for Town purposes, for the sum of FIVE THOUSAND ONE HUNDRED SEVENTY ONE (\$5,171.22) DOLLARS, the amount of the delinquent taxes owed to the County, and

**WHEREAS**, this matter was discussed by the Real Property Advisory Board who advised it is in the best interest of the County of Sullivan to sell the parcel privately to the Town of Rockland for the amount of FIVE THOUSAND ONE HUNDRED SEVENTY ONE (\$5,171.22) DOLLARS, and

**WHEREAS**, the purchaser will also be responsible for the recording fees, and any other applicable charges, including but not limited to, omitted & pro rata taxes, 2014 Town/County taxes, water and sewer charges, if any, and

**NOW, THEREFORE, BE IT RESOLVED**, the Chairman of the Sullivan County Legislature is hereby authorized to execute the necessary documents in order to convey the aforesaid premises to the Town of Rockland pursuant to Section 72-h of the General Municipal Law, upon payment of \$5,171.22 to the County Treasurer, plus fees for the County Clerk, plus the 2014 Town/County taxes.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2014.

Resolution No. \_\_\_\_\_

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL MANAGEMENT  
AND REAL PROPERTY COMMITTEE**

**RESOLUTION TO RETAIN PROPERTY FOR PUBLIC USE ACQUIRED BY THE  
COUNTY OF SULLIVAN BY VIRTUE OF THE IN REM TAX FORECLOSURE  
PROCEEDING FOR THE 2012 LIEN YEAR IN THE TOWN OF THOMPSON KNOWN  
AS THOMPSON 12.-1-26**

WHEREAS, property located in the Town of Thompson designated on the Sullivan County Real Property Tax Map as Thompson 12.-1-26, being 19.70 +/- acre, located on Pittaluga Dr, is owned by the County of Sullivan by virtue of an Article 11 foreclosure for 2012 taxes & is contiguous to properties purchased by the County for public use, and

WHEREAS, the County desires to retain said property for future County use, and

NOW, THEREFORE, BE IT RESOLVED, that the County of Sullivan reserves and retains to the County of Sullivan the above described parcel for public use, and

BE IT FURTHER RESOLVED, that the County Treasurer is hereby authorized to remove said property from the public Auction to be held in June, 2014.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2014.

Resolution No. \_\_\_\_\_

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL MANAGEMENT  
AND REAL PROPERTY COMMITTEE**

**RESOLUTION TO CONVEY PROPERTY ACQUIRED BY THE COUNTY OF  
SULLIVAN BY VIRTUE OF THE IN REM TAX FORECLOSURE PROCEEDING FOR  
THE 2012 LIEN YEAR IN THE TOWN OF THOMPSON KNOWN AS THOMPSON 61.-  
1-41.1**

**WHEREAS**, property located in the Town of Thompson designated on the Sullivan County Real Property Tax Map as Thompson 61.-1-41.1, being 3.79 +/- acre, located on Rose Valley Rd, is owned by the County of Sullivan by virtue of an Article 11 foreclosure for 2012 taxes & is a water plant servicing residents living at Melody Lake, and

**WHEREAS**, the Town of Thompson is now operating the water plant at the request of the public service committee and has offered to purchase said property for the sum of SEVEN HUNDRED FORTY (\$740.02) DOLLARS, the amount of the 2014 Town/County taxes owed to the County, and

**WHEREAS**, the purchaser will also be responsible for the recording fees, and any other applicable charges, including but not limited to, omitted & pro rata taxes, water and sewer charges, if any, and

**NOW, THEREFORE, BE IT RESOLVED**, the Chairman of the Sullivan County Legislature is hereby authorized to execute the necessary documents in order to convey the aforesaid premises to the Town of Thompson pursuant to Section 72-h of the General Municipal Law, upon payment of \$740.02 to the County Treasurer, plus fees for the County Clerk.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2014.

**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY PLANNING, ENVIRONMENTAL  
MANAGEMENT & REAL PROPERTY COMMITTEE TO AMEND THE  
LICENSE AGREEMENT AND FEE SCHEDULE FOR GIS DIGITAL DATA  
REQUESTS.**

**WHEREAS**, Pursuant to Resolution 397-07, the Sullivan County Planning,  
Environmental Management & Real Property Committee (committee) created a license  
agreement and set a fee schedule for GIS digital data requests, and

**WHEREAS**, the committee seeks to amend the Digital Data License Agreement to more  
accurately describe the type of data being released

**WHEREAS**, the committee seeks to amend the fee schedule and to include a cost per  
feature option to accommodate for custom data requests

**NOW, THEREFORE, BE IT RESOLVED**, that the County Legislature authorizes the  
use of the attached Digital Data Release License Agreement as well as the attached fee  
schedule when digital data is requested

**Moved by \_\_\_\_\_,**  
**Seconded by \_\_\_\_\_,**  
**and adopted on motion \_\_\_\_\_ day of \_\_\_\_\_, 2014.**



**COUNTY OF SULLIVAN  
REAL PROPERTY TAX SERVICES  
SULLIVAN COUNTY GOVERNMENT CENTER  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701**

**DIGITAL DATA RELEASE LICENSE AGREEMENT**

This License Agreement ("Agreement") made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the County of Sullivan, a municipal corporation of the State of New York, having its principal office at 100 North Street, Monticello, New York 12701, hereinafter referred to as "County" or "Licensor" and \_\_\_\_\_, with offices located at \_\_\_\_\_, hereinafter referred to as "Licensee".

WHEREAS, County represents that it is the owner / custodian of certain GIS / tabular data, hereinafter referred to as "Data", including all applicable rights to patents, copyrights, trademarks and trade secrets, if any, in the Data and that it has the right to grant the license to the Licensee, and

WHEREAS, County and Licensee are desirous of entering into this Agreement to allow the County to grant Licensee an nonexclusive, nontransferable, and limited license to use its Data in accordance with the terms and conditions of this Agreement, and

WHEREAS, pursuant to Resolution No. 397-07 adopted by the Sullivan County Legislature on August 16, 2007, the County Manager is authorized to execute this Agreement.

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. Payment: Licensee shall pay County the fees set forth on the attached Schedule A.
2. Ownership of Material: This Agreement does not constitute a transfer of title or interest in the Data. Any portion of the Data that is modified or merged into another computer file or program by the Licensee, or is integrated with other

programs or Data to form derivative products, shall continue to be subject to the provisions of this Agreement. Licensee shall not remove or obscure any County copyright, proprietary, or trademark notices, if any.

3. Distribution of Data: The Data is to be solely retained by the Licensee. In no instance is the Data to be copied, sold, leased, published, sub-licensed, loaned, or transferred, in whole or part. Licensee shall protect the Data from unauthorized use, reproduction, distribution, or publication.

4. Permitted Uses

- a. Licensee may use the Data hereby licensed to either produce paper or digital raster maps and/or reports for use by the public, provided that such maps and /or reports include the following copyright notice:

**County of Sullivan, New York, U.S.A.  
Digital Tax Maps COPYRIGHT 2009**

**Note:** The reference to year (i.e. 2009) in the copyright notice shall change annually.

- b. Permitted uses include, but are not limited to, the following examples:
- i. The generation, reproduction or disclosure of maps where Licensee's GIS coverage is positioned over or under the County Base map Product; and/or
  - ii. The generation of paper maps, digital reports, and digital raster maps.

5. Confidentiality: All information within the Data relating to the personal property ownership shall be treated as confidential by Licensee and shall not, unless otherwise required by law, be disclosed to any other person or entity without the prior written consent of the County.

6. Licensee Responsibility and Information: Licensee shall be solely responsible for its actions and the actions of its officers, employees, agents, or other representatives with regard to the performance of this Agreement. Licensee shall submit to County, prior to the execution of this Agreement, the names and current business addresses of all employees of the Licensee who will have access to the Data and this information shall be updated to reflect any changes

(attached as Schedule B). County reserves the right to prevent and/or prohibit specific Licensee's employee's access to the Data for any reason.

7. Consultant: Should the Licensee utilize the services of a consultant, said consultant must execute a separate Agreement with the County prior to receiving any copies of the Data.

8. Independent Contractors: The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any Agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party. The Licensee, as an independent contractor, covenants and agrees that it, its employees, servants and/or agents, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of County, and that it, its employees, servants and/or agents will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

9. No Assignment: Licensee shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the County.

10. Indemnify and Hold Harmless: Licensee shall protect, indemnify and hold harmless County and its respective officers, employees and agents from and against all claims, actions and suits and will defend the County and its respective officers, employees and agents, at its own cost and at no cost to the County, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the activities or omissions of Licensee. These indemnification provisions are for the protection of the County and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of the Agreement.

11. Limited Warranty: County makes no warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The products were developed for governmental use by the County. County makes no representation as to the accuracy, completeness, reliability, usability or suitability for any purpose of the Data or information contained or furnished in connection herewith and County shall be under no liability whatsoever for any use made thereof. County disclaims any liability for errors.



12. Waivers: No failure or delay by County in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by County.

13. Laws: This Agreement or any conflict arising out of the Agreement shall be governed by the Laws of the State of New York and shall be adjudicated in a Court of competent jurisdiction having venue in Sullivan County, New York.

14. Construction: In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.

15. Penalties: Should Licensee violate the terms of this Agreement, Licensee shall be subject to penalties including but not limited to:

- (a) disqualification for a period not to exceed five (5) years from submitting bids for, request for proposals for, or transacting business with, or entering into or obtaining any Agreement, lease, permit, or license with or from County; and/or
- (b) cancellation or termination of any and all such existing agreements, leases, permits, or licenses with or from County. Monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the County.

16. Local Laws and Resolutions: Licensee shall comply with all local laws and resolutions of the Legislature of Sullivan County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if deemed necessary.

17. Termination: This Agreement may be terminated or amended on at least ten (10) days written notice by County, or without notice if Licensee fails to comply with any provision of this Agreement and the license granted herein shall at the same time terminate and be extinguished. All obligations of Licensee pursuant to this Agreement shall survive the termination of this Agreement and shall further bind Licensee's heirs, executors, administrators, successors and assigns. Within ten (10) days after the termination of the license granted hereunder, Licensee shall return the Data, including derivative products to County, and delete any and all data files copied onto other computers.

18. Liability of County: In no event shall County be liable for costs of procurement of substitute goods or services, lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss

of any goodwill, or for any indirect, special, incidental, exemplary, or consequential damages arising out of this Agreement or use of the Data and related materials, however caused, on any theory of liability, and whether or not County has been advised of the possibility of such damage.

19. Entire Agreement/No Modification: This Agreement, including attachments, constitutes the entire understanding between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

**LICENSEE**

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

**COUNTY OF SULLIVAN**

By: \_\_\_\_\_  
Joshua Potosek, Sullivan County Manager

**OFFICE OF REAL PROPERTY TAX SERVICES**

By: \_\_\_\_\_  
Edward Homenick, Deputy Director

**DEPARTMENT OF LAW  
APPROVED AS TO FORM**

By: \_\_\_\_\_  
Assistant County Attorney

Schedule A

EDWARD HOMENICK  
DEPUTY DIRECTOR

TEL. 845-807-0221  
FAX 845-807-0232



**COUNTY OF SULLIVAN  
REAL PROPERTY SERVICES  
SULLIVAN COUNTY GOVERNMENT CENTER  
100 NORTH STREET  
PO BOX 5012  
MONTICELLO, NY 12701**

**GIS Digital Data Fee Schedule & Request Form**

To provide better service to you, we are expanding our services to include orders for data within a specific geographic region. *This provides you with potentially significant savings.* Custom order costs may apply. Please see fee's below.

<b>Available Data Sets</b>				
<b>Municipality</b>	<b>Feature Class Price (per Municipality)</b>	<b>Cost per feature<sup>†</sup></b>	<b>Please Note:</b>	<b>Subtotal</b>
<b>Cadastral Data</b>				
Entire County	\$2,750	Countywide only	Special discount applied	
<b>Town Parcels:</b>	Villages are priced separately		<b>Included Fields:</b>	
Town of Bethel	\$ 375	.05¢	Section Block Lot SBL/Printkey Acreage *  Other fields/project data can be requested but may incur a \$50/hr labor fee in ¼ hr increments. Custom orders are filled at the discretion of the GIS staff.  *acreage is calculated by the GIS system and may differ from the deed acreage.	
Town of Callicoon	\$ 125	.05¢		
Town of Cohecton	\$ 100	.05¢		
Town of Delaware	\$ 100	.05¢		
Town of Fallsburg	\$ 350	.05¢		
Town of Forestburgh	\$ 100	.05¢		
Town of Fremont	\$ 125	.05¢		
Town of Highland	\$ 150	.05¢		
Town of Liberty	\$ 225	.05¢		
Town of Lumberland	\$ 175	.05¢		
Town of Mamakating	\$ 400	.05¢		
Town of Neversink	\$ 150	.05¢		
Town of Rockland	\$ 200	.05¢		
Town of Thompson	\$ 425	.05¢		
Town of Tusten	\$ 125	.05¢		
<b>Village Parcels:</b>	Towns are priced separately			
Village of Bloomingburg	\$ 50	.05¢		
Village of Jeffersonville	\$ 25	.05¢		
Village of Liberty	\$ 100	.05¢		
Village of Monticello	\$ 100	.05¢		
Village of Woodridge	\$ 25	.05¢		
Village of Wurtsboro	\$ 50	.05¢		
<b>Cadastral:</b>	Ownership/Assessment Roll information is NOT included & MUST be obtained from the town assessor			
Centroids	\$ 40	.05¢	X, Y values	
Blocks	\$ 40	Per Municipality	Block Number	

<sup>†</sup> Please call for quote if ordering per feature

After completing all appropriate information, please submit this form, the signed ORIGINAL license agreement, and full payment to the Real Property Services Office for processing. Thank you!

**Schedule A**

Parcel Annotation	\$ 80	Per Municipality	All	
Sections	\$ 40	Per Municipality	Section #	
Condo Buildings	\$ 40	Per Municipality	Geometry only, SBL/TaxID/Unit # if available	
Condo Units	\$ 40	Per Municipality		
<b>Special Districts:</b>	<i>Please contact one of our technicians to discuss specific needs</i>			
Agricultural	\$ 10	Per Municipality	ALRM #, Name	
Ambulance	\$ 10	Per Municipality	ALRM #, Name	
Fire	\$ 10	Per Municipality	ALRM #, Name	
Light	\$ 30	Per Municipality	ALRM #, Name	
School	\$ 15	Per Municipality	ALRM #, Name	
Sewer	\$ 40	Per Municipality	ALRM #, Name	
Water	\$ 40	Per Municipality	ALRM #, Name	
Other	\$ 30	Per Municipality	ALRM #, Name	
<b>Other Data &amp; Fees</b>				
<b>Other Data:</b>	<i>Please contact one of our technicians to discuss specific needs</i>			
Zoning	\$ 40	Per Municipality	Zoning ID, Name	
Election District	\$100	Countywide only	District ID	
Legislative District	\$ 40	Countywide only	District ID, Legislator	
Agricultural District	\$150	<u>or</u> \$75 per district	District Number	
School Districts	\$150	<u>or</u> \$15 per district	District SWIS, Name	
<b>911:</b>	<i>Private information will NOT be provided.</i>			
<b>Town Address Points:</b>				
Town of Bethel	\$ 250	.05¢	House #, Street Name	
Town of Callicoon	\$ 100	.05¢	House #, Street Name	
Town of Cohecton	\$ 75	.05¢	House #, Street Name	
Town of Delaware	\$ 100	.05¢	House #, Street Name	
Town of Fallsburg	\$ 400	.05¢	House #, Street Name	
Town of Forestburgh	\$ 50	.05¢	House #, Street Name	
Town of Fremont	\$ 100	.05¢	House #, Street Name	
Town of Highland	\$ 100	.05¢	House #, Street Name	
Town of Liberty	\$ 200	.05¢	House #, Street Name	
Town of Lumberland	\$ 100	.05¢	House #, Street Name	
Town of Mamakating	\$ 300	.05¢	House #, Street Name	
Town of Neversink	\$ 125	.05¢	House #, Street Name	
Town of Rockland	\$ 150	.05¢	House #, Street Name	
Town of Thompson	\$ 350	.05¢	House #, Street Name	
Town of Tusten	\$ 75	.05¢	House #, Street Name	
<b>Village Address Points:</b>				
Village of Bloomingburg	\$ 25	.05¢	House #, Street Name	
Village of Jeffersonville	\$ 25	.05¢	House #, Street Name	
Village of Liberty	\$ 100	.05¢	House #, Street Name	
Village of Monticello	\$ 125	.05¢	House #, Street Name	
Village of Woodridge	\$ 50	.05¢	House #, Street Name	
Village of Wurtsboro	\$ 50	.05¢	House #, Street Name	
<b>Town Street Centerlines:</b>				
Town of Bethel	\$ 50	.05¢	Street Name	
Town of Callicoon	\$ 25	.05¢	Street Name	
Town of Cohecton	\$ 25	.05¢	Street Name	
Town of Delaware	\$ 25	.05¢	Street Name	
Town of Fallsburg	\$ 75	.05¢	Street Name	
Town of Forestburgh	\$ 25	.05¢	Street Name	
Town of Fremont	\$ 25	.05¢	Street Name	

After completing all appropriate information, please submit this form, the signed **ORIGINAL** license agreement, and full payment to the Real Property Services Office for processing. Thank you!

**Schedule A**

Town of Highland	\$ 25	.05¢	Street Name	
Town of Liberty	\$ 50	.05¢	Street Name	
Town of Lumberland	\$ 25	.05¢	Street Name	
Town of Mamakating	\$ 75	.05¢	Street Name	
Town of Neversink	\$ 25	.05¢	Street Name	
Town of Rockland	\$ 25	.05¢	Street Name	
Town of Thompson	\$ 75	.05¢	Street Name	
Town of Tusten	\$ 25	.05¢	Street Name	
<b>Village Street Centerlines:</b>				
Village of Bloomingburg	\$ 25	.05¢	Street Name	
Village of Jeffersonville	\$ 25	.05¢	Street Name	
Village of Liberty	\$ 25	.05¢	Street Name	
Village of Monticello	\$ 25	.05¢	Street Name	
Village of Woodridge	\$ 25	.05¢	Street Name	
Village of Wurtsboro	\$ 25	.05¢	Street Name	
<b>Shipping/Handling:</b> <i>Data will be delivered in an ESRI shape file format unless otherwise specified</i>				
Email	Free		Standard	
Customer Provided FTP Site	Free		By request only	
DVD	\$35 processing fee		By request only	
			<b>TOTAL</b>	<input type="text"/>
<b>NYS GIS Clearinghouse Member? (Please circle one)†</b>				Yes      No
<b>Sullivan County Municipality, Emergency Service Organization, or affiliated consultant?§</b>				Yes      No

Delivery (circle one) email/ftp site/address: \_\_\_\_\_

Please Note: Custom data orders are filled at the discretion of the GIS staff, based on workload and data availability. GIS technical staff determines estimated time required for custom orders (i.e.: additional fields, etc...). Payment of suggested price indicates acceptance of additional cost and will not be refunded if the time is overestimated nor will you be asked to pay additional monies if the time is underestimated.

**NOTES:**

- ❖ Payment can be made in the form of **Cash, Check, or Money Order**. If sending payment by mail, please use Check or Money Order. Make all Checks and/or Money Orders payable to "**Real Property Tax Services**".
- ❖ Please return payment, completed fee schedule, and the signed *original* of the data licensing agreement to the address shown for processing. Data will not be released until this information is received.

Sullivan County Office of Real Property Tax Services  
 100 North Street  
 Monticello, NY 12701  
 845-807-0221

† NYS GIS Clearinghouse Data Sharing Cooperative members receive a 100% discount as specified per the contract established with the NYS GIS Clearing House by each member organization. All fee's not covered will be expected at the time of the order.

§ Municipalities and local emergency services (i.e.: fire departments) within Sullivan County receive a 50% discount. Please submit a request by an authorized municipal/organization representative on municipal/organization letterhead. If using a consultant, please, clearly identify the consultant firm and specify to whom delivery should be made. Additionally, two digital data license agreements, when appropriate, must be submitted, one between the consultant and the County of Sullivan, and the other between the municipality and the County of Sullivan. Both agreements must be submitted to the Office of Real Property Tax Services, along with payment, before the order can be processed.

**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY PLANNING, ENVIRONMENTAL  
MANAGEMENT & REAL PROPERTY COMMITTEE TO EXEMPT MEMBERS OF  
THE NYS GIS CLEARINGHOUSE TO SIGN THE DIGITAL DATA LICENSE  
AGREEMENT ESTABLISHED BY THE COUNTY.**

**WHEREAS**, Pursuant to Resolution 397-07, the Sullivan County Planning, Environmental Management & Real Property Committee created a license agreement and set a fee schedule for GIS digital data requests, and

**WHEREAS**, there is a question concerning whether members of the NYS GIS Clearinghouse Data Sharing Cooperative are required to sign the license agreement, and

**WHEREAS**, the NYS GIS Cooperative Data Sharing Agreement specifically states that members of the GIS Clearinghouse Cooperative agree not to sell, disclose, or make available any data, improved data or new data obtained through the Cooperative, and

**WHEREAS**, requiring members of the GIS Clearinghouse Cooperative to enter into the county's license agreement is redundant,

**NOW, THEREFORE, BE IT RESOLVED**, that the County Legislature exempts members of the NYS GIS Clearinghouse Data Sharing Cooperative to enter into the county license agreement

**Moved by \_\_\_\_\_,**  
**Seconded by \_\_\_\_\_,**  
**and adopted on motion \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

**LEGAL NOTICE  
FOR PUBLIC HEARING  
COUNTY OF SULLIVAN RESIDENTS**

County of Sullivan RESIDENTS please take notice that the County of Sullivan is considering preparing an application for a Community Development Block Grant under the NYS Homes and Community Renewal's Office of Community Renewal (OCR).

The state must ensure that no less than 70% of its CDBG funds are used for activities that benefit low- and moderate-income persons. The program objectives are achieved by supporting activities or projects that: benefit low- and moderate-income families; create job opportunities for low- and moderate-income persons; prevent or eliminate slums and blight; or address a community development need that poses a serious and imminent threat to the community's health or welfare. Project selection shall take into consideration the recommendation of the Mid-Hudson Regional Economic Development Council or the determination that the proposed project aligns with the regional strategic priorities of the respective region.

While future funding rounds may become available, the maximum amount of funds the County may currently apply for under the Block Grant Program is \$200,000 for Housing/Public Facilities/Public Infrastructure, \$200,000 Microenterprise and \$100,000 for a Small Business Assistance. The type of activities which may be undertaken with these funds include or involve acquisition and disposition of real property, public facilities and improvements, clearance activities, public services, payment of non-federal share of another federal program, removal of architectural barriers, relocation, rehabilitation and preservation activities, economic development and job generating activities as well as other activities appropriate to serving community development needs.

Residents of the county should note that more applications will be submitted to New York State than can be funded. This program is competitive and is structured to provide assistance to communities addressing the needs of its low- and moderate-income residents.

The county will be holding one public hearing to solicit citizen feedback on the community and economic development needs of the community and any/all proposed projects prior to the submission on:

First Public Hearing: May 15<sup>th</sup>, 2014

TIME: 1:50 pm

PLACE: Legislative Hearing Room

Facilities are accessible to persons with disabilities. Special accommodations shall be made upon request by calling (845)807-0435.

Residents who wish to submit written statements on their views may do so at the hearing or prior by sending them to the Clerk to the Legislature, Sullivan County Government Center, 100 North Street, PO Box 5012, Monticello, New York 12701. Comments are also sought on the County's past performance with CDBG programs.

**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY THE EXECUTIVE COMMITTEE TO  
AMEND RESOLUTION NO. 40-14**

**WHEREAS**, Resolution No. 40-14 states that the Sullivan County Legislature authorizes the County Manager to execute an agreement with the REAP Board in an amount not to exceed \$2,500.00 to be utilized to offset the Sullivan – Wawarsing REAP Zone Board expenses for the year 2013; and

**WHEREAS**, the year 2013 was a typographical error,

**NOW THEREFORE BE IT RESOLVED**, that Resolution No. 40-14 is hereby amended such that the authorized agreement with the REAP Board in an amount not to exceed \$2,500.00 shall be utilized to offset the Sullivan – Wawarsing REAP Zone Board expenses for the year 2014.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2013.



**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO CONVEY PARCELS TO THE FORMER OWNERS, THAT WERE ACQUIRED BY THE COUNTY OF SULLIVAN BY VIRTUE OF AN IN REM TAX FORECLOSURE PROCEEDING, PURSUANT TO SULLIVAN COUNTY LOCAL LAW NO. 5 OF 2003, AS AMENDED.**

**WHEREAS**, the County of Sullivan took title to various parcels by virtue of tax foreclosure proceedings by Deed dated the 28<sup>th</sup> day of February, 2014, and recorded in the Sullivan County Clerk’s Office on the 28<sup>th</sup> day of February, 2014 as Instrument #2014-1237, and

**WHEREAS**, the County has received applications requesting certain parcels (See Attached Schedule “A”) be reacquired by the former owner(s) in consideration for the amount of delinquent taxes, interest and penalties; plus ten (10%) percent of the delinquent taxes, interest and penalties; a surcharge of five (5%) percent of the equalized full assessed value; and other costs & charges, as required by said local law, and

**WHEREAS**, the former owner(s) will be responsible to pay any delinquent Village taxes, if any, the 2014 Town and County Taxes and special district taxes, if any, in addition to any future taxes and charges levied against the property, and

**WHEREAS**, the conveyance of such parcels indicated on the attached Schedule “A” will restore the former owner(s) and any lien holders to their respective status prior to the foreclosure once a Court Order is executed restoring said liens and title is conveyed to the former owner(s), and

**NOW, THEREFORE, BE IT RESOLVED**, the Chairman of the Sullivan County Legislature is hereby authorized to execute the necessary documents in order to re-convey the properties listed on the attached Schedule “A” to the former owners for the total sum of the delinquent taxes, interest, and penalties; plus ten (10%) percent of the delinquent taxes, interest and penalties; a surcharge of five (5%) percent of the full equalized assessed value, and other costs & charges, pursuant to Sullivan County Local Law No. 5 of 2003, as amended.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2014.

## Schedule "A"

- 1.) Hadzija Balidemic & Jusuf Mehovic wish to repurchase Town of Bethel, Tax Map # 25.-1-2.8.
- 2.) Alarie Jacques wishes to repurchase Town of Bethel, Tax Map #'s 41.-12-1 & 41.-12-2.
- 3.) The Gateway, LLC wish to repurchase Town of Callicoon, Tax Map # 4.-1-28.1.
- 4.) Maurice E & Evelyn Golden wish to repurchase Town of Cochection, Tax Map # 11.-1-19.
- 5.) Marc & Linda Golden wish to repurchase Town of Cochection, Tax Map #'s 13.-1-34.2 & 15.-1-6.
- 6.) Bruce Collins wishes to repurchase Town of Delaware, Tax Map # 22.-1-34.7.
- 7.) Marieanna & Ward Burlingame wish to repurchase Town of Delaware, Tax Map # 26.-1-30.1
- 8.) Behor Shakarov wishes to repurchase Town of Fallsburg, Tax Map # 11.-1-39.06./0204.
- 9.) Bruce F Spagna wishes to repurchase Town of Fallsburg, Tax Map # 12.-1-21.6.
- 10.) Elizabeth Cleary wishes to repurchase Town of Fallsburg, Tax Map # 16.-1-23.4.
- 11.) Nelson & Meryl Novick wish to repurchase Town of Fallsburg, Tax Map # 17.A-1-103.
- 12.) Faina Korobka wishes to repurchase Town of Fallsburg, Tax Map # 19.A-1-20.
- 13.) Rigo B Pagan wishes to repurchase Town of Fallsburg, Tax Map # 19.A-8-8.
- 14.) Willow A6 LLC wish to repurchase Town of Fallsburg, Tax Map # 28.-1-50./0701.
- 15.) 1613 East 29 LLC wish to repurchase Town of Fallsburg, Tax Map #'s 28.-1-50./3601, 28.-1-50./5902 & 39.-1-26.1.
- 16.) WW & A Realty Co. wish to repurchase Town of Fallsburg, Tax Map #'s 46.-1-16 & 46.-4-11.
- 17.) Melissa Maerling wishes to repurchase Town of Fallsburg, Tax map #'s 56.-1-29.2, 56.-1-29.4 & 51.-2-18.
- 18.) Buzzard's Nest LLC wish to repurchase Town of Fallsburg, Tax Map # 56.A-1-28.
- 19.) Rachel Gold wishes to repurchase Town of Fallsburg, Tax Map #60.-1-15.1/3201.
- 20.) Snow-Quad Inc wish to repurchase Town of Fallsburg, Tax Map # 101.-1-20.
- 21.) Mesora Woods Condominiums Estates wish to repurchase Town of Fallsburg, Tax Map # 111.-1-3.8./0202.
- 22.) Joel Gluck wishes to repurchase Town of Fallsburg, Tax Map # 111.-1-3.8/6501.
- 23.) Mary Ann Toomey wishes to repurchase Town of Forestburgh, Tax map #'s 30.-1-12 & 30.-1-13.

- 24.) Lawrence D Eisenberg & Lewis Klugman wish to repurchase Town of Liberty, Tax Map # 1.-1-23.4.
- 25.) Michael Rebel & Frank Rebel wish to repurchase Town of Liberty, Tax Map # 8.-1-29.13.
- 26.) Benedetto & Giuseppi Costanza wish to repurchase Town of Liberty, Tax Map #'s 25.-1-96.3 & 25.-1-9.4.
- 27.) Lawrence D Eisenberg wishes to repurchase Town of Liberty, Tax Map # 26.-1-53.
- 28.) Iris Schmidt wishes to repurchase Town of Liberty, Tax Map # 36.-1-50.
- 29.) Sarah Rubenstein wishes to repurchase Town of Liberty, Tax Map # 47.-3-5.3.
- 30.) Gregor Toussaint wishes to repurchase Town of Liberty, Tax Map #'s 105.-7-18 & 114.-1-1.4.
- 31.) Franklin Douet & Claudia Carr wish to repurchase Town of Liberty, Tax Map # 106.-4-6.
- 32.) Marilyn Atkins wishes to repurchase Town of Liberty, Tax Map # 114.-7-6.
- 33.) Chaim Klein wishes to repurchase Town of Liberty, Tax Map # 121.-3-7.1.
- 34.) Xhemail Kazani wishes to repurchase Town of Lumberland, Tax Map #'s 8.-1-19 & 8.-1-36.
- 35.) Mykola Shunevich & Laryssa Salak Shunevich wish to repurchase Town of Lumberland, Tax Map # 21.-1-10.1.
- 36.) Active International Marketing, Inc. wish to repurchase Town of Mamakating, Tax Map #'s 1.-1-24.2 & 1.-1-24.9.
- 37.) Vincent R Garofalo wishes to repurchase Town of Mamakating, Tax map # 1.-1-24.6
- 38.) Alfred Torrisi wishes to repurchase Town of Mamakating, Tax Map #3.-1-8.
- 39.) Kathleen Roebuck wishes to repurchase Town of Mamakating, Tax Map # 4.-1-32.5.
- 40.) Pasquale Deltorto wishes to repurchase Town of Mamakating, Tax Map # 13.-2-4.
- 41.) Guy Lopez wishes to repurchase Town of Mamakating, Tax Map # 19.-1-26.2.
- 42.) Anthony & Geraldine Sgueglia wish to repurchase Town of Mamakating, Tax Map # 34.-7-4.
- 43.) John T Gilstorf wishes to repurchase Town of Mamakating, Tax Map # 39.-19-2.
- 44.) John & Liselotte Sweeney wishes to repurchase Town of Mamakating, Tax Map # 43.-6-11.
- 45.) James & Madeline Pantone wish to repurchase Town of Mamakating, Tax Map # 43.-19-1.2.
- 46.) David Sepinski wishes to repurchase Town of Mamakating, Tax Map # 46.-2-55.2.

- 47.) James H Purdy wishes to repurchase Town of Mamakating, Tax Map #'s 57.-12-18, 57.-12-20 & 59.A-1-4.
- 48.) John W Pedersen & Pia R Perruccio wish to repurchase Town of Mamakating, Tax Map # 57.-12-21.
- 49.) Amos Decker Jr wishes to repurchase Town of Mamakating, Tax Map # 57.-13-6.
- 50.) Ronny Jason Mazza wishes to repurchase Town of Mamakating, Tax Map # 62.-1-18.3.
- 51.) John Sullivan & John R Sullivan wish to repurchase Town of Mamakating, # 64.-1-20.5.
- 52.) Nikolaos Dellaportas, Athena Dellaportas & Aggiliki Dellaportas wish to repurchase Town of Mamakating, Tax Map # 66.-1-3.
- 53.) Allen H Zoghby wishes to repurchase Town of Mamakating, Tax Map # 72.-1-19.10.
- 54.) Carl Davis & Rebecca Fisher wish to repurchase Town of Neversink, Tax Map # 25.-1-48.1.
- 55.) Jay C & Joyce Denman wish to repurchase Town of Neversink, Tax Map # 34.-1-8.
- 56.) Juan D Zapata Montoya wishes to repurchase Town of Rockland, Tax Map # 6.-1-24.
- 57.) Arthur C Lee wishes to repurchase Town of Rockland, Tax Map # 33.-1-48.9.
- 58.) Arthur C Jr & Kristin Lee wish to repurchase Town of Rockland, Tax Map # 35.-2-1.
- 59.) Diane O'Gara, Kerry D O'Gara & Brian R O'Gara wish to repurchase Town of Rockland, Tax Map # 37.-1-51.4.
- 60.) Joseph M. E. Stoudt wishes to repurchase Town of Rockland, Tax Map # 47.-5-1.2.
- 61.) Oswald Allen wishes to repurchase Town of Thompson, Tax Map # 23.-1-68.
- 62.) Stanley C & Bernice Millspaugh wish to repurchase Town of Thompson, Tax Map #'s 39.-4-3.1 & 39.-9-3.
- 63.) Country Homes and Properties, LLC wish to repurchase Town of Thompson, Tax Map # 40.-1-4.
- 64.) Joseph A Spano wishes to repurchase Town of Thompson, Tax Map # 40.-10-2.
- 65.) Douglas Dollinger wishes to repurchase Town of Thompson, Tax Map #'s 41.-1-39.7 & 41.-1-39.8.
- 66.) KDN Realty, LLC wish to repurchase Town of Thompson, Tax Map # 111.-12-17.
- 67.) Dimitry V Grachev & Ivan Javakhishvili wishes to repurchase Town of Thompson, Tax Map # 112.-6-30.
- 68.) Yeshiva Beth Joseph Zvi Dushinsky wish to repurchase Town of Thompson, Tax Map # 117.-3-10.
- 69.) EZ Trademarks, LLC wish to repurchase Town of Thompson, Tax Map # 118.-5-3.17.

- 70.) Sheryl Ann Shields wishes to repurchase Town of Thompson, Tax Map # 121.-1-6.1.
- 71.) Eric Staats wishes to repurchase Town of Tusten, Tax Map # 16.-17-2.
- 72.) Macri Domenico wishes to repurchase Town of Tusten, Tax Map # 24.A-3-5.
- 73.) 150 Skillman St., LLC wish to repurchase Town of Bethel, Tax Map # 13.A-1-18.
- 74.) Marcel Minoux & Mary Taylor wish to repurchase Town of Bethel, Tax Map # 41.-17-13.
- 75.) Peter J Ficano wishes to repurchase Town of Highland, Tax Map # 15.-2-46.
- 76.) Swan Lake Estates Property LLC wish to repurchase Town of Liberty, Tax Map #'s 46.-1-20 & 47.-3-3.
- 77.) Nina J & Wayne C Saward wish to repurchase Town of Mamakating, Tax Map # 23.-1-67.
- 78.) STS Resort Corporation wish to repurchase Town of Rockland, Tax Map # 33.-1-48.3.
- 79.) Ragip Nikocevic wishes to repurchase Town of Thompson, Tax Map # 29.-1-26.1.

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE A FACILITIES AGREEMENT WITH TIME WARNER CABLE.**

**WHEREAS**, per resolution 111-13, the Office of Management Information Systems (MIS) has completed its restructuring and reconfiguration of the County's network communication infrastructure to reduce the number of fiber connections, and

**WHEREAS**, Time Warner Cable has provided the County with 1000Base GB Ethernet Wide Area Network (WAN) services with:

1. 3 — diverse, self-healing fiber routes between the E911 data center, the Government Center and the Liberty Family Services complex (*the main communication "ring"*),
2. 10 — 100Mb fiber connections to ancillary county locations,
3. County wide internet access services,

authorized by resolutions 66-00 and consecutively renewed by resolutions 263-08 (2004) and 72-08 (2008), and

**WHEREAS**, over the last 14 years, Time Warner Cable has provided these data communication services as expected and agreed, and

**WHEREAS**, the County of Sullivan wishes to continue to utilize the services of Time Warner Cable to facilitate, manage and support its technology communications requirements county wide to serve the needs of its constituents, and

**WHEREAS**, representing a total reduction of 28.13% annually, in addition to the elimination of several fiber connections via restructuring, Time Warner Cable was requested to and agreed to continue to provide monthly service and support for the county's WAN infrastructure at a reduced cost of \$13,650 per month (*plus all subservient account taxes and fees (Federal, State, Local and Regulatory)*) through April 30, 2019.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is hereby authorized to execute a 5-year Facilities Agreement with Time Warner Cable, Inc.

**BE IT FURTHER RESOLVED**, that said agreement be in such form as the County Attorney shall approve.

**Moved by** \_\_\_\_\_,

**Seconded by** \_\_\_\_\_,

Resolution No. \_\_\_\_\_

**RESOLUTION NO.                    INTRODUCED BY EXECUTIVE COMMITTEE TO  
AUTHORIZE THE EXECUTION OF AGREEMENTS WITH MUNICIPALITIES FOR  
PARTICIPATION IN THE COUNTY'S 2014 CLEANUP INITIATIVE**

**WHEREAS**, the County remains committed to continuing its municipal cleanup initiative in 2014; and

**WHEREAS**, an annual no cost cleanup tonnage has been allocated by the County of Sullivan to each municipality in accordance with the attached Schedule A; and

**WHEREAS**, the cost for any and all cleanup tonnage in excess of that indicated in Schedule A shall be charged to those municipalities exceeding their respective tonnage allocation.

**NOW, THEREFORE, BE IT RESOLVED**, that the County of Sullivan hereby provides a tonnage allocation, set forth in Schedule A, at no charge to its municipalities in accordance with same; and

**BE IT FURTHER RESOLVED**, that each municipality shall be solely responsible for all disposal costs for cleanup tonnage in excess of their respective allocation at a disposal fee of \$76.00 per ton at the Monticello Transfer Station; and

**BE IT FURTHER RESOLVED**, that the County Manager is hereby authorized to execute agreements with the participating municipalities said agreements shall be in a form approved by the County Attorney.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2014.



**COUNTY OF SULLIVAN  
DIVISION OF PUBLIC WORKS**  
100 NORTH STREET, P.O. Box 5012  
MONTICELLO, NY 12701

**SCHEDULE "A"**

**SULLIVAN COUNTY MUNICIPAL CLEANUP**

**ALLOCATION 2014**

<b><u>TOWN</u></b>	<b><u>ALLOCATED TONNAGE</u></b> (Total for both events)
BETHEL	82.50
CALLICOON	49.00
COCHECTON	10.50
DELAWARE	14.50
FALLSBURG	80.50
FORESTBURGH	15.50
FREMONT	5.50
HIGHLAND	11.50
LIBERTY	48.00
LUMBERLAND	7.00
MAMAKATING	52.50
NEVERSINK	76.50
ROCKLAND	34.50
THOMPSON	77.50
TUSTEN	5.00
<b><u>VILLAGE</u></b>	
BLOOMINGBURG	5.00
JEFFERSONVILLE	1.50
LIBERTY	31.50
MONTICELLO	65.00
WOODRIDGE	5.00
WURTSBORO	21.00
<b>TOTAL:</b>	<b>700.00</b>



**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY THE EXECUTIVE COMMITTEE TO EXECUTE AND AWARD CONTRACT TO SUNNKING, INCORPORATED**

**WHEREAS**, bids were received for the removal and recycling of E-scrap (electronic devices; computers, televisions, laptops, fluorescent bulbs and lamps and batteries), and

**WHEREAS**, Sunnking, Incorporated, 4 Owns Road, Brockport, New York 14420, is the most qualified bidder, meeting specifications, and

**WHEREAS**, the Division of Public Works has recommended said vendor.

**NOW THEREFORE BE IT RESOLVED**, that the County Manager be and hereby is authorized to execute a contract with Sunnking, Incorporated, in accordance with Bid No. B-14-06, at a cost not to exceed \$15,000.00, said contract to be in such form as the County Attorney shall approve.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2014.

**RESOLUTION OF THE EXECUTIVE COMMITTEE ACCEPTING THE RECOMMENDATIONS OF THE SULLIVAN COUNTY SOLID WASTE/RECYCLING FEE GRIEVANCE COMMITTEE.**

**WHEREAS**, the Sullivan County Legislature (“Legislature”) Amended Local Law No. 7 of 2009 to Add a New Article VIII Establishing a Solid Waste Recycling Fee, and

**WHEREAS**, Local Law No. 7 of 2009 as amended provides for a Sullivan County Solid Waste/Recycling Fee Appeals Committee (“Committee”) to review written appeals from property owners, and

**WHEREAS**, the Committee wishes to report its recommendations to the Legislature, and

**WHEREAS**, the Committee has reviewed appeals and it recommends approving reduction/elimination of the solid waste fee for properties detailed on the Recommended Approval List attached hereto as Appendix “A” and made a part hereof, and

**WHEREAS**, the Committee has reviewed appeals and it recommends denying reduction/elimination of the solid waste fee for properties detailed on the Recommended Denial List attached hereto as Appendix “B” and made as part hereof.

**NOW, THEREFORE, BE IT RESOLVED**, that the Legislature acknowledges receipt of the Committee’s recommendations detailed on Appendix “A” and Appendix “B” and hereby ratifies said recommendations contained on Appendix A and B.

**BE IT FURTHER RESOLVED**, that the Legislature hereby authorizes the Sullivan County Treasurer, on behalf of the Committee to notify the property owners regarding approval/denial of their respective appeals.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2014.

**RECOMMENDED APPRA APPENDIX A**

TOWN	SBL	CLASS COD	PRIMARY OWNER	ADDRESS	TWN ST ZIP	FEE	New Bill	IMPACT
Cochecton	14-2-12.2	590	NVSEDC	Reg 3 Headquarters 21 So Putt Corners Rd	New Paltz, NY 12561	\$ 300.00	\$ -	\$ 300.00
Fremont	33-1-18.2	590	Town of Fremont		Fremont Center, NY 12736	\$ 300.00	\$ -	\$ 300.00
Fremont	30-3-7	590	Town of Fremont		Fremont Center, NY 12736	\$ 120.00	\$ -	\$ 120.00
Mamakating	47-1-54	620	St Joseph Chapel	c/o St Mary Joseph PO Box 205	Round Top, NY 12473	\$ 120.00	\$ -	\$ 120.00
Mamakating	57-12-14	314	Lawrence Barnes	259 Yankee Lake Road	Wurtsboro, NY 12790	\$ 120.00	\$ -	\$ 120.00
Thompson	25-1-35	417	Ben Zucker	1435 43rd St	Brooklyn, NY 11219	\$ 240.00	\$ 120.00	\$ 120.00
								<u>\$ 1,080.00</u>

**RECOMMENDED DENIA APPENDIX B**

TOWN	SBL	CLASS COD	PRIMARY OWNER	ADDRESS	TWN ST ZIP	FEE
Forestburgh	30-1-20.1	620	St. Thomas Aquinas Church	1 Forestburgh Road	Forestburgh, NY 12777	\$ 120.00
Lumberland	6-9-10	210	Donna Vannatta	PO Box 341	Glen Spey, NY 12737	\$ 120.00
Lumberland	7-9-7	210	Sonia Friberg	39 Elk Trail	Glen Spey, NY 12737	\$ 120.00
Rockland	43-1-8.2	240	Patricia Twaite	PO Box 564	Roscoe, NY 12776	\$ 120.00
Thompson	119-8-5	210	Heather Berg	33 Edwards Ave	Monticello, NY 12701	\$ 120.00
Thompson	25-1-4	417	Ben Zucker	1435 43rd St	Brooklyn, NY 11219	\$ 1,800.00

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO URGE THE STATE GOVERNMENT TO ENACT LEGISLATION TO DELAY THE EFFECTIVE DATE OF THE NON-PROFIT REVITALIZATION ACT OF 2013**

**WHEREAS**, the Sullivan County Legislature “Legislature” has been made aware of enactment of The Non-Profit Revitalization Act of 2013 (the “Act”), which significantly amends the New York Not-for-Profit Corporation Law; and

**WHEREAS**, the Act was signed into law on December 18, 2013, and most provisions of the Act are to take effect July 1, 2014; and

**WHEREAS**, the Legislature recognizes that one of the primary goals of the Act was to simplify the formation and management of non-profits in New York; and

**WHEREAS**, the Act will require non-profits, among other things, to amend their bylaws in several ways, adopt or amend conflict of interest policies, require directors, officers, key employees and committee members to submit conflict of interest statements, and reorganize their committees, all by July 1, 2014; and

**WHEREAS**, non-profits will require time in order to adequately deliberate and reach consensus on how to best comply with the requirements of the Act; membership organizations will require even more time to obtain the approval of their members; and

**WHEREAS**, the Legislature recognizes that non-profits are a large and vital sector of the economy of Sullivan County and their efficient operation is of vital interest to the county.

**NOW THEREFORE, BE IT RESOLVED**, the Sullivan County Legislature hereby expresses its concern that there is not sufficient time for non-profits to adequately and responsibly comply with the requirements of the Act by the effective date of July 1, 2014 and urges the State government to enact legislation to delay the effective date of the Act until January 1, 2015, to afford non-profits more time to adequately and responsibly comply with the requirements of the Act; and

**BE IT FURTHER RESOLVED**, that the Clerk to the Sullivan County Legislature forward official copies of the resolution to the Honorable Andrew M. Cuomo, Governor of the Great State of New York; Honorable John J. Bonacic, State Senator representing the 42<sup>nd</sup> Senatorial District, the Honorable Aileen M. Gunther, Assemblywoman representing the 100<sup>th</sup> Assembly District, 101<sup>st</sup> Assembly District Claudia Tenney, and the New York State Association of Counties (NYSAC).

# AMENDED version of #7

**RESOLUTION INTRODUCED BY THE GOVERNMENT SERVICES COMMITTEE  
RESCINDING RESOLUTION NO. 477 OF 2006 & RESOLUTION NO. 137 OF 2012  
AND IMPLEMENTING A NEW POLICY FOR CONTRACT AGENCY FUNDING  
REQUIRING ANY AGENCY FUNDED BY THE COUNTY TO SUBMIT DETAILED  
BUDGET REQUESTS AND SUPPORTING DOCUMENTATION AS A CONDITION OF  
PAYMENT**

**WHEREAS**, the County Manager has recommended that any agency or organization requesting funding from the County of Sullivan shall be required to submit a budget request that shall detail the agencies projected budget for the upcoming year, and

**WHEREAS**, the County Manager has recommended that any agency or organization that enters into a contract as a result of an appropriation of funding in the Adopted Budget shall be required to submit certain documentation prior to receiving funds by the County, and

**NOW, THEREFORE, BE IT RESOLVED** by the Sullivan County Legislature that the following is hereby adopted as the public policy of the County of Sullivan and that all other resolutions relating to contract agency funding are hereby rescinded effective December 31, 2014:

1. All contract agencies listed on the attached schedule "A" shall be required to submit electronically to the County the following:
  - a. A copy of the agencies most recently filed IRS 990 or 990 EZ Form.
  - b. A budget request that details the amount and purpose of the requested funds for the upcoming year, including, at a minimum, total revenues itemized by source and total appropriations itemized by category of expense
  - c. A mission statement
  - d. A copy of incorporation documents, bylaws, and a listing of governing board members
2. All contract agencies listed in "Category A" on the attached schedule, shall be required to submit to the County the following:
  - a. At least annually submit in writing to the committee having jurisdiction or attend a meeting of the committee and report recent activity of the organization and upcoming projects, which is to become an official record of the committee meeting
3. All contract agencies listed in "Category B" on the attached schedule, shall be required to submit to the County the following:
  - a. At least quarterly submit in writing to the committee having jurisdiction or attend a meeting of the committee and report recent activity of the organization and

AMENDED VERSION OF #15

Resolution No. \_\_\_\_\_

**RESOLUTION INTRODUCED BY MANAGEMENT & BUDGET COMMITTEE TO AUTHORIZE A PAYMENT TO THOMPSON/WEST FOR "WESTLAW NEXT" AND AUTHORIZE A NEW 3-YEAR AGREEMENT WITH LEXISNEXIS ADVANCE LEGAL RESEARCH.**

**WHEREAS**, Resolution 462-10 authorized a 3-year agreement (December 9, 2010 – December 31, 2013) with Thompson/West for their *Westlaw Next* computer based legal search engine to reduce costs by eliminating redundant expenses for Westlaw paper subscription services; and

**WHEREAS**, while Westlaw has performed as agreed, over the past 3 months, departments including, the District Attorney, County Attorney, and DFS Legal have evaluated, tested, and participated in training sessions on an alternative legal research solution, LexisNexis Advance; and

**WHEREAS**, considering additional research capabilities and further reductions in annual costs, all departments involved have unanimously agreed to switch to *LexisNexis Advanced Legal Research* products for extensive legal research to individuals in various disciplines including Federal and New York State statutory and case law; and

**WHEREAS**, the County will need to extend services with Thomson/Reuters to accommodate Westlaw Next access expenses beyond that allowed by resolution 465-13 for the month of April 2014 as a result of the Lexis/Nexis evaluation period and final decision recently completed and reached.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is hereby authorized authorize payment to Thomson/Reuters covering 04/01/2014 – 04/30/2014 in an amount not to exceed \$3,500.00; and

**NOW, THEREFORE, BE IT FUTHER RESOLVED**, that the County Manager is hereby authorized to enter into an extension agreement a new three-year agreement with LexisNexis, for a total cost not to exceed \$62,641.00, subject to annual budget appropriation, as follows:

2014-2015	=	\$20,706.00
2015-2016	=	\$20,656.00
2016-2017	=	\$21,279.00

**BE IT FURTHER RESOLVED** that said agreement to be in such form as the County Attorney shall approve.

Moved by \_\_\_\_\_,

Seconded by \_\_\_\_\_,

and adopted on motion \_\_\_\_\_, 2014.