



REVISED AGENDA

Legislative Special Meeting for October 2, 2014 at 11:25AM

Call to Order

Pledge of Allegiance

Roll Call of Legislators

Reading of Meeting Notice:

The purpose of the meeting is to ratify the Smallwood Golf Course agreement and authorize the Planning Department to apply for a 2014 Small Business Program Grant through Consolidated Funding Application (Marathana Farms).

Business in Order:

Resolutions:

1. Authorizing an agreement with the Town of Bethel, the Bethel Local Development Corporation and the County of Sullivan
2. Authorize Planning to apply for a 2014 Small Business Program Grant through Consolidated Funding Application (Marathana Farms)

Adjournment or Close

RESOLUTION NO. _____ INTRODUCED BY SCOTT B. SAMUELSON, CHAIRMAN OF THE LEGISLATURE AUTHORIZING AN AGREEMENT WITH THE TOWN OF BETHEL, THE BETHEL LOCAL DEVELOPMENT CORPORATION AND THE COUNTY OF SULLIVAN

WHEREAS, pursuant to Resolution No. 392-11 adopted by the Sullivan County Legislature on September 15, 2011 the County of Sullivan (the "County") entered into a Purchase & Sale Agreement dated November 4, 2011 with the Town of Bethel (the "Town") and the Bethel Local Development Corporation (the "BLDC") regarding certain real property located in the Town of Bethel consisting of approximately 192 acres (the "Property"), and

WHEREAS, the County, the Town and the BLDC wish to enter into a new Agreement (the "Agreement") regarding the Property, and

WHEREAS, the Agreement has been executed by the Town and by the BLDC after approval by each of their respective governing boards, and

WHEREAS, attached hereto is a copy of the Agreement.

NOW THEREFORE BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the Chairman of the Sullivan County Legislature to execute the Agreement, and

BE IT FURTHER RESOLVED, that said Agreement be approved to form by the County Attorney's Office.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2014.

AGREEMENT

This AGREEMENT (the "Agreement"), effective as of the 30th day of September, 2014 (the "Effective Date") is entered into by and among the Town of Bethel, a municipal corporation formed under the laws of the State of New York, located at 3454 Route 55, Post Office Box 300, White Lake, New York 12786-0300 (the "Town"), the Bethel Local Development Corporation, a local development corporation formed under the laws of the State of New York, located at 3454 Route 55, Post Office Box 300, White Lake, New York 12786-0300 (the "BLDC"), and the County of Sullivan, a municipal corporation formed under the laws of the State of New York, located at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701 (the "County"). The Town, BLDC and County may be referred to herein as a party and collectively as parties.

WHEREAS, the Town and County entered into an Agreement dated on or about November 14, 2012 with a three year term under which the Town provides certain road sanding and snowplowing activities on County roads when the weather so requires (the "Snowplow Agreement"); and

WHEREAS, the BLDC purchased certain real property from the County pursuant to an Agreement effective as of the 4th day of November, 2011 (the "Purchase & Sale Agreement"), which real property is known as Section 51, Block 1 and Lot 25.3 and Section 51, Block 1 and Lot 27.1 on the Tax Map for the Town of Bethel comprising approximately 192 acres (the "Property"); and

WHEREAS, the BLDC conveyed (i) portions of the Property to adjoining landowners and (ii) a conservation easement to the Delaware highland Conservancy. In addition, the BLDC also conveyed a portion of the property to the Town (the "Mining and Development Parcel"), which parcel consists of +/- 60 acres. The adjoining landowners, Delaware Conservancy and the Town are hereafter jointly referred to as the "Grantees"; and

WHEREAS, the Purchase and Sale Agreement provides for a certain conditional reversionary interest for the benefit of the County; and

WHEREAS, the BLDC has made application to the New York State Department of Environmental Conservation ("NYSDEC") for a sand mining permit to mine sand and gravel at the portion of the Mining and Development Parcel conveyed to the Town; and

WHEREAS, the BLDC, the Town, and the County wish to enter into a new Agreement regarding the Property.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Condition Precedent. This Agreement shall not be a valid and binding instrument on any party hereto until the governing board or body of each party has approved the execution of this Agreement by resolution. The adoption of a resolution material to this Agreement by any party or the failure of adoption of any such resolution shall be promptly communicated to all other parties.

2. Amendment of the Snowplow Agreement. (a) The Town and the County agree that as of the Effective Date neither party is in default of the Snowplow Agreement. Upon the full execution of this Agreement and the satisfaction of the conditions precedent appearing in Paragraph 1, above, and the issuance of a sand mining permit to either the Town or the BLDC by the NYSDEC, the Snowplow Agreement shall be modified to provide that the cost per mile payable from the County to the Town shall be reduced by thirteen and five-tenths (13.5) percent for the balance of the current term of the Snowplow Agreement. The County and the Town agree to amend only the cost per mile provision of the Snowplow Agreement, which shall otherwise remain in full force and effect.

(b) The Town and County agree that the cost per mile payable to the Town as established for future Snowplow Agreements between the Town and County shall be reduced by 13.5% for each year that the Town continues to mine sand at the Property pursuant to the permit issued by the NYSDEC. In future Snowplow Agreements, the County shall show the standard rate payable to all municipalities as well as the reduced amount to be payable to the Town. Notwithstanding anything herein to the contrary, neither the Town nor the County shall be obligated to enter into any future Snowplow Agreement.

(c) In any year in which there is no Snowplow Agreement between the Town and the County, the Town shall be obligated to pay the County the amount the County was credited in the last year of the last effective Snowplow Agreement, plus any increases in effect under the standard rate payable to all municipalities, or if the standard rate payable to all municipalities is not in effect, then the consumer price index, provided that the Town continues to mine sand at the Property in said year.

(d) This paragraph 2 shall be in full force and effect for the life of the sand mining operations on the Mining and Development Parcel. The obligations of the parties under this paragraph 2 shall terminate upon the closure of the NYSDEC mining permit, including reclamation of the mining area.
3. Title to the Property. It is the intent of the parties that title to the Property shall be fully vested in the BLDC and its Grantees as their respective interests appear of record free of any reversionary interest of the County. The Town may subdivide the Mining and Development Parcel into a development parcel consisting of +/- 42 acres and a mining parcel consisting of +/- 18 acres. In addition to the foregoing, the parties agree that a deed restriction shall be placed on the Mining and Development Parcel that prohibits the mining of sand and gravel by any entity other than the Town, and for any reason except municipal purposes. There shall be no commercial mining operations on the Mining and Development Parcel. The BLDC and/or Town may not assign its NYSDEC permit and may not assign any of its rights for mining purposes.
4. Mining Operations. The parties acknowledge that it is in their mutual interest that the sand and gravel mining activities on the Mining and Development Parcel are operated in a way to minimize negative impacts. To that end, mining operations will be reasonably screened from view by a vegetative buffer, or such other buffer as may be acceptable to the County and the Town. In addition, mining operations will be undertaken only during the hours between 7:00 A.M. and 5:00 P.M. Monday through Friday and limited to a maximum of four weeks annually.

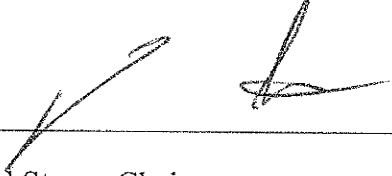
5. Marketing and Sale of Development Parcel. The parties will market the +/- 42 acre development portion of the Mining and Development Parcel for sale as a site for residential development and/or low impact commercial use, as may be allowed under the Town's applicable zoning laws, as of the date hereof. The Town and County will work together to devise a marketing strategy. In the event that the parties find an acceptable buyer for the +/- 42 acre development portion of the Mining and Development Parcel, the Town shall subdivide the Mining and Development Parcel to effectuate the sale.
6. Terms of Sale of Development Portion. The terms and conditions of the sale of the +/- 42 acre development portion of the Mining and Development Parcel are set forth as follows: The BLDC and/or Town shall immediately make good faith efforts to sell the +/- 42 acre development portion of the Mining and Development Parcel, and shall continue such efforts until such time as the development portion is sold or until the parties agree otherwise, in writing. Upon the sale of the +/- 42 acre development portion, the Town and/or BLDC agree to pay the County an amount equal to fifty (50%) percent of the net proceeds in excess of \$100,000.00. The net proceeds shall consist of the net consideration received by the Town and/or BLDC of any sale minus adjustments and reasonable expenses paid upon closing by the Town and/or BLDC. Reasonable expenses include, but are not limited to, real estate commissions, attorney's fees and applicable transfer taxes. The Town and/or BLDC shall not sell or convey the +/- 42 acre development portion for an amount less than fair market value without express written permission from the County.
7. Further Assurances. Each party agrees to do, execute and deliver all such further acts, deeds, leases, transfers, conveyances, powers of attorney and assurances as may be reasonably required to effectuate the transactions contemplated hereby. Within five days of the full ratification and execution of this Agreement the County shall notify the NYSDEC, in a format acceptable to the NYSDEC, that it has withdrawn any objections to the issuance of a sand and gravel mining permit for the Property to either the Town or the BLDC and the County shall record an instrument with the County Clerk extinguishing all of its rights of reversion for the Property. Within five days of the full ratification and execution of this Agreement, the Town shall record an instrument with the County Clerk which places a deed restriction on the Mining and Development Parcel that prohibits the mining of sand and gravel by any entity other than the Town or the BLDC, for any reason except municipal reasons.
8. Notice. Any notice or other communication that is required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when deposited in the mail, postage prepaid for certified mail, return receipt requested, or (ii) when personally delivered, or (iii) when sent by nationally recognized overnight courier in each case to the parties hereto at the addresses appearing on page 1 hereof or at such other address as either party hereto shall hereafter specify given and received in the manner provided in this paragraph. A notice shall be deemed to have been duly received (and any time period measured by the giving of notice shall commence) (i) if mailed, on the date of delivery set forth on the return receipt, and (ii) if personally delivered or if sent by overnight courier, on the date of delivery. Any notice may be given by counsel for the party giving same.

9. Entire Agreement. This Agreement contains all agreements of the parties hereto and expressly extinguishes all rights and obligations of the parties under the Purchase and Sale Agreement. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.
10. Counterparts. The Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement with the same effect as if all of the parties had signed the same signature page.

[END OF TEXT/SIGNATURE PAGE TO FOLLOW]

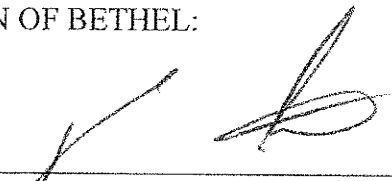
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

BETHEL LOCAL DEVELOPMENT CORPORATION:



By: Daniel Sturm, Chairman

TOWN OF BETHEL:



By: Daniel Sturm, Supervisor

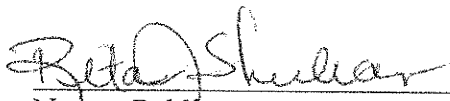
COUNTY OF SULLIVAN:

By: Scott Samuelson, Chairman, Sullivan County Legislature

STATE OF NEW YORK, COUNTY OF SULLIVAN

SS.:

On the 24th day of September, 2014 before me, the undersigned, a notary in and for said State, personally appeared DANIEL STURM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies) and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

RITA J. SHEEHAN
Notary Public, State of New York
Sullivan County Clerk's #2216
Commission Expires July 6, 20 18

STATE OF NEW YORK, COUNTY OF SULLIVAN

SS.:

On the ____ day of September, 2014 before me, the undersigned, a notary in and for said State, personally appeared SCOTT SAMUELSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**RESOLUTION OF TOWN BOARD OF THE TOWN OF BETHEL
AUTHORIZING THE EXECUTION OF AN AGREEMENT**

WHEREAS, the Bethel Local Development Corporation (the "BLDC") is a local development corporation formed by the Town of Bethel under the Not-for-Profit Corporation Law of the State of New York and the Town of Bethel (the "Town") is a municipal corporation formed under the laws of the State of New York; and

WHEREAS, upon a loan made by the Town to the BLDC, the BLDC purchased certain real property from the County of Sullivan (the "County") pursuant to an Agreement effective as of the 4th day of November, 2011 (the "Purchase & Sale Agreement"), and said real property was conveyed by deed duly recorded in the Office of the Sullivan County Clerk on November 16, 2011, bearing instrument number 2011-7664; and

WHEREAS, the BLDC conveyed (i) portions of the Property to adjoining landowners and (ii) a conservation easement to the Delaware Highlands Conservancy. In addition, the BLDC also conveyed a portion of the Property to the Town for use, in part, as governmental purposes (the "Mining and Development Parcel"), which parcel consists of ±60 acres; and

WHEREAS, the Purchase and Sale Agreement provides, in part, for (i) a certain conditional reversionary interest for the benefit of the County and (ii) a sharing of consideration in the event the developable portion of the Mining and Development Parcel is sold; and

WHEREAS, the Town and County entered into an agreement under which the Town provides certain road sanding and snowplowing activities on County roads when the weather so requires (the "Snowplow Agreement"); and

WHEREAS, the parties wish to extinguish the Purchase & Sale Agreement and amend the Snowplow Agreement to effectuate the purposes of a new agreement among the parties; and

WHEREAS, attached to this Resolution and incorporated herein is a an agreement negotiated among the parties to replace the terms and conditions of the Purchase & Sale Agreement (the "Agreement"); and

WHEREAS, the proposed Agreement will, among other things, (i) extinguish the County's reversionary interest in the Property, (ii) amend the Snowplow Agreement to provide a 13.5% reduction in the amount of payments made to the Town for snowplow services, (iii) provide for a restrictive covenant on the Mining and Development Parcel that prohibits the mining of sand and gravel by any entity other than the Town or BLDC, for any reason except municipal reasons, and (iv) define the intent of the parties to market the developable portion of the Mining and Development Parcel and the sharing of consideration in the event of its sale.

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Bethel authorizes the Town Supervisor or his designee acting on behalf of the Town, to sign the Agreement and to perform all acts and execute all documents necessary to cause the Town to comply with its obligations under the Agreement; and be it

FURTHER RESOLVED, that the action contemplated under this Resolution involving the execution of an agreement is a type II action under the State Environmental Quality Review Act and its implementing regulations (“SEQRA”) for which no environmental review is required (6 NYCRR §617.5 [c][20]). The conduct of any sand mining on the Mining and Development Parcel will be subject to SEQRA review conducted by the Department of Environmental Conservation as lead agency; and be it

FURTHER RESOLVED, the Town Board hereby directs that a copy of this Resolution and its attachment be filed with the Town Clerk.

Motion by Town Board member Dawn Ryder, seconded by Town Board member Vicky Simpson, and adopted upon a roll call vote as follows:

		AYE	NAY
Bernie Cohen	Voting	X	
Lillian Hendrickson	Voting	X	
Dawn Ryder	Voting	X	
Vicky Simpson	Voting	X	
Daniel Sturm	Voting	X	

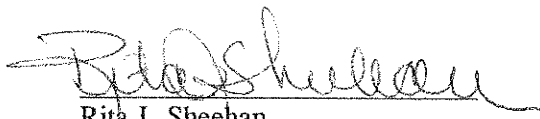
Duly adopted by 5 ayes, 0 nays the 23rd day of September, 2014.

Effective Date: This Resolution shall take effect upon its adoption.

State of New York
 County of Sullivan County
 Office of the Clerk of the
 Town of Bethel

This is to certify that I, Rita J. Sheehan, Town Clerk of the Town of Bethel in the said County of Sullivan, have compared the foregoing copy of Resolution to authorize Agreement with Sullivan County for The Forest Reserve adopted by the Town of Bethel Town Board on September 23, 2014 with the original now on file in this office, and that the same is a correct and true transcript of such original and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Town this 24th day of September, 2014.


 Rita J. Sheehan
 Town Clerk of the Town of Bethel
 Sullivan County, New York

**RESOLUTION OF BOARD OF DIRECTORS OF THE BETHEL LOCAL
DEVELOPMENT CORPORATION
AUTHORIZING THE EXECUTION OF AN AGREEMENT**

WHEREAS, the Bethel Local Development Corporation (the “BLDC”) is a local development corporation formed by the Town of Bethel under the Not-for-Profit Corporation Law of the State of New York and the Town of Bethel (the “Town”) is a municipal corporation formed under the laws of the State of New York; and

WHEREAS, upon a loan made by the Town to the BLDC, the BLDC purchased certain real property from the County of Sullivan (the “County”) pursuant to an Agreement effective as of the 4th day of November, 2011 (the “Purchase & Sale Agreement”), and said real property was conveyed by deed duly recorded in the Office of the Sullivan County Clerk on November 16, 2011, bearing instrument number 2011-7664; and

WHEREAS, the BLDC conveyed (i) portions of the Property to adjoining landowners and (ii) a conservation easement to the Delaware Highlands Conservancy. In addition, the BLDC also conveyed a portion of the Property to the Town for use, in part, as governmental purposes (the “Mining and Development Parcel”), which parcel consists of ±60 acres; and

WHEREAS, the Purchase and Sale Agreement provides, in part, for (i) a certain conditional reversionary interest for the benefit of the County and (ii) a sharing of consideration in the event the developable portion of the Mining and Development Parcel is sold; and

WHEREAS, the Town and County entered into an agreement under which the Town provides certain road sanding and snowplowing activities on County roads when the weather so requires (the “Snowplow Agreement”); and

WHEREAS, the parties wish to extinguish the Purchase & Sale Agreement and amend the Snowplow Agreement to effectuate the purposes of a new agreement among the parties; and

WHEREAS, attached to this Resolution and incorporated herein is a an agreement negotiated among the parties to replace the terms and conditions of the Purchase & Sale Agreement (the “Agreement”); and

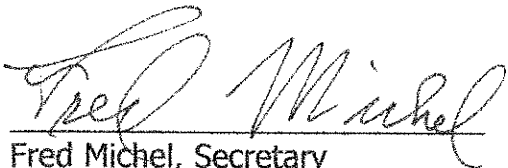
WHEREAS, the proposed Agreement will, among other things, (i) extinguish the County’s reversionary interest in the Property, (ii) amend the Snowplow Agreement to provide a 13.5% reduction in the amount of payments made to the Town for snowplow services, (iii) provide for a restrictive covenant on the Mining and Development Parcel that prohibits the mining of sand and gravel by any entity other than the Town or BLDC,

Bethel Local Development Corporation
P O Box 300
White Lake, NY 12786

State of New York
County of Sullivan County

This is to certify that I, Fred Michel, Secretary of the Bethel Local Development Corporation in the said County of Sullivan, State of New York have compared the foregoing copy of the resolution adopted on September 23, 2014 *for among the County of Sullivan, The Town of Bethel & The Bethel Local Development Corporation,* the original now on file in this office, and that the same is a correct and true transcript of such original and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Corporation this 23 day of September, 2014.



Fred Michel, Secretary
Bethel Local Development Corporation

RESOLUTION _____ INTRODUCED BY CHAIRMAN SCOTT SAMUELSON TO AUTHORIZE THE DIVISION OF PLANNING AND ENVIRONMENTAL MANAGEMENT TO APPLY FOR A 2014 SMALL BUSINESS PROGRAM GRANT THROUGH THE CONSOLIDATED FUNDING APPLICATION (CFA) AND THE NEW YORK STATE COMMUNITY DEVELOPMENT BLOCK PROGRAM (CDBG) COMMUNITY RENEWAL FUND (CRF)

WHEREAS, pursuant to Resolution 199-14 adopted by the Sullivan County Legislature on May 15, 2014 authorized the County to submit grant applications through the Mid-Hudson Regional Council's Consolidated Funding Application (CFA), and

WHEREAS, Gary Hartung, d/b/a Maranatha Farms, submitted an application through the 2014 CFA to fund the expansion of his farming operation in the Town of Neversink through the Empire State Development Grant Funds; and

WHEREAS, Maranatha Farms, requested assistance from the Division of Planning & Environmental Management to apply on behalf of, and administer if awarded, a CDBG Small Business grant in the amount of \$75,000, of which \$16,000 will be administration money for the County; and

WHEREAS, the New York State Office of Homes & Community Renewal determined the project may be eligible for funding through the New York State Community Development Block Grant - Small Business Assistance program for Maranatha Farm under the CFA Community Renewal Fund Round II.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, Chairman of the County Legislature, and / or their authorized representative (*as required by the funding source*) to execute any and all necessary documents to submit the CDBG Small Business CRF consolidated funding application for funding; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, and / or Chairman of the County Legislature (*as required by the funding source*) to accept the award, and enter into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should the CDBG Small Business funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.

**Moved by,
Seconded by,
and adopted on motion, 2014**

**COMBINED: LEGISLATIVE MEMORANDUM,
CERTIFICATE OF AVAILABILITY OF FUNDS
AND RESOLUTION COVER MEMO**

To: Sullivan County Legislature

Fr: Freda Eisenberg Planning Commissioner

Re: Request for Consideration of a Resolution: Apply for CRF CDBG funding

Date: 09/26/14

Purpose of Resolution: [Provide a detailed statement of what the Resolution will accomplish, as well as a justification for approval by the Sullivan County Legislature.]

Allow the County to submit an application under the New York State Community Development Block Grant - Small Business Assistance program for Maranatha Farm under the CFA Community Renewal Fund Round II.

Is subject of Resolution mandated? Explain:

No

Does Resolution require expenditure of funds? Yes ___ No

If "Yes, provide the following information:

Amount to be authorized by Resolution: \$ _____

Are funds already budgeted? Yes ___ No ___

If "Yes" specify appropriation code(s): _____

If "No", specify proposed source of funds: _____

Estimated Cost Breakdown by Source:

County	\$ _____	Grant(s)	\$ _____
State	\$ _____	Other	\$ _____
Federal Government	\$ _____	(Specify)	_____

Verified by Budget Office: _____

Does Resolution request Authority to Enter into a Contract? Yes ___ No

If "Yes", provide information requested on Pages 2. If "NO", please go straight to Page 3 and acquire all pre-legislative approvals.

Request for Authority to Enter into Contract with _____ of _____

Nature of Other Party to Contract: .

Other:

Duration of Contract: From _____ To _____

Is this a renewal of a prior Contract? Yes ___ No ___

If "Yes" provide the following information:

Dates of prior contract(s): From _____ To _____

Amount authorized by prior contract(s): _____

Resolutions authorizing prior contracts (Resolution #s): _____

Future Renewal Options if any:

Is Subject of Contract – i.e. – the goods and/or services Mandated? Yes ___ No ___

If "Yes" cite the mandate's source; describe how this contract satisfies the requirements:

If "No" provide other justification for County to enter into this Contract: [County does not have resources in-house, best source of the subject materials, required by grant, etc.]:

Total Contract Cost for [year or contract period]: (If specific sum is not known state maximum potential cost): _____

Efforts made to find Less Costly alternative:

Efforts made to share costs with another agency or governmental entity:

Specify Compliance with Procurement Procedures (Bid, Request for Proposal, Quote, etc.)

Person(s) responsible for monitoring contract (Title): _____

Pre-Legislative Approvals:

A. Director of Purchasing: _____ **Date** _____

B. Management and Budget: _____ **Date** _____

C. Law Department: _____ **Date** _____

D. County Manager: _____ **Date** _____

E. Other as Required: _____ **Date** _____

Vetted in _____ **Committee on** _____