

## **SULLIVAN COUNTY LEGISLATURE**

### **ADDENDUM**

**May 21, 2015**

#### **RESOLUTIONS FROM PUBLIC SAFETY COMMITTEE**

1. Authorize the County Manager to apply and accept a State homeland Security program (SHSP) 2015 Grant Award from the New York State Division of homeland Security and Emergency Services
2. Accept Fiscal year 2015 Emergency Management Performance Grant (EMPG)

#### **RESOLUTIONS FROM EXECUTIVE COMMITTEE:**

3. Request adoptions of Senate Bill S.4859 and Assembly Bill A.6899 authorizing the extension of NYS Tax Law Section 1210(i)(33)
4. Enact a local law entitled « A Local Law to Authorize the Sale and use of Sparkling Devices »
5. Authorize contract for lawn mowing services for the Government Center, Jail and Courthouse
6. Set Public Hearing for June 18, 2015 at 1 :50PM for Agricultural District
7. Amend Resolution No. 63-15 to modify agreement with Catholic Charities Community Services
8. Supporting a budget line item for the Catskill Park and Catskill Forest Preserve in the New York State Environmental Protection fund (EPF)
9. Execute a Retainer Agreement with Roemer Wallens, Gold and Mineaux LLP for specialized legal services to serve as Labor Relations Attorney/Consultant for the County of Sullivan County, New York
10. Create one new Youth Internship position in the Center for Workforce Development
11. Create one Deputy Sheriff temporary position in the Sullivan County Sheriff's Office
12. Support special New York State Legislation to reopen Section 511 of the Retirement and Social Security Law for Sullivan County Deputy Sheriffs
13. Convert a Per Diem Nurse position in the Sullivan County Jail Budget to a full time Registered Professional Nurse position
14. Authorize an agreement with the County of Sullivan, Sullivan County Sheriff's Office and ID&T/SFX Mysteryland LLC
15. Authorize agreement with Village of Monticello for Phase I Environmental Study

**RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO APPLY AND ACCEPT A STATE HOMELAND SECURITY PROGRAM (SHSP) 2015 GRANT AWARD FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

**WHEREAS**, the New York State Division of Homeland Security and Emergency Services provides funds to support efforts of emergency management/homeland security; and

**WHEREAS**, the New York State Division of Homeland Security and Emergency Services provides funds for the law enforcement community to support their terrorism prevention and preparedness efforts; and

**WHEREAS**, Sullivan County has been awarded a \$210,000.00 reimbursable, two part grant from the New York State Division of Homeland Security and Emergency Services – State Homeland Security Program (*SHSP*); and

**WHEREAS**, Sullivan County has been awarded \$157,500.00 from the SHSP for support planning, equipment, training and exercise needs associated with preparedness and prevention activities; and

**WHEREAS**, Sullivan County has been awarded \$52,500.00 from the SHSP - State Law Enforcement Terrorism Prevention Program (SLETPP) for the law enforcement community to support their terrorism prevention and preparedness efforts; and

**WHEREAS**, Sullivan County is not required to provide any local cash match.

**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 FY15 SHSP / SLETPP 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 FY15 SHSP / SLETPP 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, 2015**

**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY PUBLIC SAFETY COMMITTEE TO ACCEPT FISCAL YEAR 2015 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

**WHEREAS**, the Emergency Management Performance Grant, administered by the NYS Division of Homeland Security and Emergency Services/ Federal Grant Program Administration Unit, provides funding to cover a portion of the Commissioner of Public Safety's salary; and

**WHEREAS**, the grant award for Fiscal Year 2015 is in the amount of \$34,178.00 for the period of performance of October 1, 2014 through September 30, 2016; and

**WHEREAS**, Sullivan County is required to provide a local match equal to the funding award amount of \$34,178.00 – for a total project cost of \$68,356.00.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Legislative Chairman and / or the County Manager (*as required by the funding source*) be and is hereby authorized to execute any and all necessary documents to submit the application paperwork, accept the grant award and access the funding, in such form as the County Attorney shall approve; and

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

Moved by \_\_\_\_\_ seconded by \_\_\_\_\_, put to a vote with \_\_\_\_\_ absent, unanimously carried and declared duly adopted on motion \_\_\_\_\_.

**RESOLUTION NO. OF 2015 INTRODUCED BY SCOTT B. SAMUELSON, CHAIRMAN OF THE LEGISLATURE REQUESTING THE ADOPTION OF NEW YORK STATE SENATE BILL S.4859 AND ASSEMBLY BILL A.6899 AUTHORIZING THE EXTENSION OF NEW YORK STATE TAX LAW §1210(i)(33) WHICH AUTHORIZED AN INCREASE TO THE THREE PERCENT RATE AUTHORIZED BY STATE TAX LAW FOR THE PERIOD BEGINNING DECEMBER 1, 2015 AND ENDING NOVEMBER 30, 2017, FOR A TOTAL SALES TAX RATE OF 8%, 4% OF WHICH WOULD BE REVENUE FOR SULLIVAN COUNTY**

**WHEREAS**, the Sullivan County Legislature has requested that the New York State Legislature adopt Home Rule Legislation that would authorize the extension of the current sales tax rate in the County of Sullivan which is presently 8%, 4% of which is revenue for Sullivan County; and

**WHEREAS**, pursuant to State Tax Law §1210(i)(33) the New York State Legislature previously authorized Home Rule Legislation that approved two increases in sales tax in the County of Sullivan; the first, by one half percent ( $\frac{1}{2}$  %) from seven percent (7%) to seven and one half percent ( $7\frac{1}{2}$ %) and the second, an additional one half percent ( $\frac{1}{2}$  %) from seven and one half percent ( $7\frac{1}{2}$  %) to eight percent (8%). Four percent (4%) of the eight percent (8%) is currently revenue for Sullivan County; and

**WHEREAS**, both of the one-half of one percent increases in the sales tax are set to sunset or expire on November 30, 2015; and

**WHEREAS**, the Sullivan County Legislature desires to extend the current sales tax rate until November 30, 2017; and

**WHEREAS**, in the event that both of the one-half of one percent increases in the sales tax rate were allowed to sunset or expire the reduction in revenues created would require the Sullivan County Legislature to increase the real property tax rate significantly in order to make up the deficit in the 2016 budget,

**WHEREAS**, the County of Sullivan is dealing with significant losses of revenue due to the current economic downturn and the requested extension for the increase is both necessary and in the best interest of the County and its citizens; and

**WHEREAS**, Bill Nos. S.4859 introduced by Senator Bonacic and A.6899 introduced by Assemblywoman Gunther have been presented in the New York State Senate and Assembly, both bills being identical, would permit the extension of the current sales tax rate in the County of Sullivan which is presently 8%, 4% of which is revenue for Sullivan County, until November 30, 2017.

**NOW THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby requests that the New York State Senate adopt Bill No. S.4859, and the New York State Assembly adopt Bill No. A.6899, which shall authorize the extension of the current sales tax rate in the County of Sullivan, to be maintained at 8% of which 4% is revenue to the County, as

expeditiously as possible; and

**BE IT FURTHER RESOLVED**, that the Clerk of the Sullivan County Legislature is hereby directed to transmit a certified copy of this resolution to the 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, Hon. Dan Skelos, Majority Leader of the Senate, Honorable Carl E. Heastie, Speaker of the General Assembly, and the Honorable Andrew M. Cuomo, Governor of the Great State of New York.

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**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO ENACT A LOCAL LAW ENTITLED "A LOCAL LAW TO AUTHORIZE THE SALE AND USE OF SPARKLING DEVICES"**

**WHEREAS**, proposed Local Law entitled "A Local Law to Authorize the sale and Use of Sparkling Devices" was presented to the Sullivan County Legislature at a meeting held on April 23, 2015 at the County Government Center, Monticello, New York, to consider said proposed local law and notice of public hearing having been duly published and posted as required by law, and said public hearing having been held and all persons appearing at said public hearing deeming to be heard, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby enact and adopt this Local Law entitled "A Local Law To Authorize the Sale and Use of Sparkling Devices", County of Sullivan, State of New York, which local law is annexed hereto and made a part hereof.

**Proposed Local Law No. Of 2015**

**County Of Sullivan**

**A Local Law To Authorize The Sale And Use Of Sparkling Devices**

**BE IT ENACTED**, by the Legislature of the County of Sullivan, as follows:

**SECTION 1. LEGISLATIVE FINDINGS.**

The Sullivan County Legislature finds enacted state law Chapter 477 of the Laws of 2014 amended the State Penal Law, the Executive Law, and the General Business Law with the intent to modernize the statute dealing with illegal fireworks, provide additional definitions of what constitutes fireworks and dangerous fireworks and remove certain novelty devices, which are not recognized as fireworks by the federal government, out of the definition of fireworks.

The Sullivan County Legislature finds the law, prior to the recently enacted changes, was not used effectively due to poor definitions and courts had thrown out indictments due to these poor definitions. Through the modernization of the statute and clearly defining the terms fireworks, dangerous fireworks and novelty devices, the new law provides law enforcement with an important tool in reducing the use of illegal fireworks and homemade devices and encourages the use of safe and legally regulated novelty devices.

The Sullivan County Legislature finds the new law allows sparkling devices to be sold and used in municipalities that affirmatively enact a local law authorizing the exclusion “sparkling devices” from the definitions of “fireworks” and “dangerous fireworks”.

The Sullivan County Legislature finds that allowing residents and visitors the opportunity to use safe “sparkling devices” will benefit them and local businesses.

The Sullivan County Legislature finds that only those who are 18 years of age or older may purchase sparkling devices and that the sparkling devices shall only be sold between June 1<sup>st</sup> and July 5<sup>th</sup> and December 26<sup>th</sup> and January 2<sup>nd</sup> of each calendar year.

The Sullivan County Legislature further finds that all distributors, manufacturers, and retailers of sparkling devices must be licensed through the New York State Department of State.

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**Proposed Local Law No. Of 2015**

**County Of Sullivan**

**A Local Law To Authorize The Sale And Use Of Sparkling Devices**

**SECTION 2. AUTHORIZED SALE AND USE OF SPARKLING DEVICES.**

1. Pursuant to section 405 (5) (b) of the New York State Penal Law (Penal Law) and Penal Law section 270 (3)(b)(v) as enacted by Chapter 477 of the Laws of 2014, “sparkling devices” shall be excluded from the definition of “fireworks” and “dangerous fireworks” as those terms are defined by Penal Law sections 270(1)(a)(i) and 270(1)(b) respectively.

2. The sale and use of “sparkling devices” as defined in Penal Law section 270(1)(a)(vi) which is incorporated hereunder shall be lawful in Sullivan County provided such sale and use are not in violation of Section 270 of the Penal Law or any rules and regulations thereunder.

3. “Sparkling Devices” are defined as follows:

“Sparkling Devices” which are ground-based or hand-held devices that produce a shower of white, gold, or colored sparks as their primary pyrotechnic effect. Additional effects may include a colored flame, an audible crackling effect, an audible whistle effect, and smoke. These devices do not rise into the air, do not fire inserts or projectiles into the air, and do not explode or produce a report (an audible crackling-type effect is not considered to be a report). Ground-based or hand-held devices that produce a cloud of smoke as their sole pyrotechnic effect are also included in this category. Types of devices in this category include:

- (1) cylindrical fountain: cylindrical tube containing not more than seventy-five grams of pyrotechnic composition that may be contained in a different shaped exterior such as a square, rectangle, cylinder or other shape but the interior tubes are cylindrical in shape. Upon ignition, a shower of colored sparks, and sometimes a whistling effect or smoke, is produced. This device may be provided with a spike for insertion into the ground (spike fountain), a wood or plastic base for placing on the ground (base fountain), or a wood or cardboard handle to be hand held (handle fountain). When more than one tube is mounted on a common base, total pyrotechnic composition may not exceed two hundred grams, and when tubes are securely attached to a base and the tubes are separated from each other on the base by a distance of at least half an inch (12.7 millimeters), a maximum total weight of five hundred grams of pyrotechnic composition shall be allowed.



# Proposed Local Law No. Of 2015

## County Of Sullivan

### A Local Law To Authorize The Sale And Use Of Sparkling Devices

- (2) cone fountain: cardboard or heavy paper cone containing not more than fifty grams of pyrotechnic composition. The effect is the same as that of a cylindrical fountain. When more than one cone is mounted on a common base, total pyrotechnic composition may not exceed two hundred grams, as is outlined in this subparagraph.
- (3) wooden sparkler/dipped stick: these devices consist of a wood dowel that has been coated with pyrotechnic composition. Upon ignition of the tip of the device, a shower of sparks is produced. Sparklers may contain up to one hundred grams of pyrotechnic composition per item.
- (4) novelties which do not require approval from the United States department of transportation and are not regulated as explosives, provided that they are manufactured and packaged as described below:
  - (A) party popper: small devices with paper or plastic exteriors that are actuated by means of friction (a string or trigger is typically pulled to actuate the device). They frequently resemble champagne bottles or toy pistols in shape. Upon activation, the device expels flame-resistant paper streamers, confetti, or other novelties and produces a small report. Devices may contain not more than sixteen milligrams (0.25 grains) of explosive composition, which is limited to potassium chlorate and red phosphorus. These devices must be packaged in an inner packaging which contains a maximum of seventy-two devices.
  - (B) snapper: small, paper-wrapped devices containing not more than one milligram of silver fulminate coated on small bits of sand or gravel. When dropped, the device explodes, producing a small report. Snappers must be in inner packages not to exceed fifty devices each, and the inner packages must contain sawdust or a similar, impact-absorbing material.

#### SECTION 4. SEVERABILITY

If any part of or provisions of this law, or the application thereof to any person or circumstance, shall be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part of or provision of, or application directly involved in the controversy in which such the remainder of this law, or the application thereof to other persons or circumstances.

**Proposed Local Law No. Of 2015**

**County Of Sullivan**

**A Local Law To Authorize The Sale And Use Of Sparkling Devices**

**SECTION 5. EFFECTIVE DATE**

This local law shall take effect immediately upon filing with the New York State Secretary of State.

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE  
AWARD AND EXECUTION OF CONTRACT**

**WHEREAS**, bids were received for the REBID for 2015 Lawn Mowing Services for the Government Center and Jail/Courthouse locations, and

**WHEREAS**, Smith Lawn Maintenance, LLC, PO Box 121, Youngsville, New York 12791, is the lowest responsible bidder for these sites, and

**WHEREAS**, the Sullivan County Division of Public Works has approved said bid and recommends that contract be executed as follows:

Smith Lawn Maintenance, LLC, Youngsville, New York

- .Government Center = \$300.00/cut
- = \$100.00/power edging
- .Jail/Courthouse Complex = \$130.00/cut
- = \$100.00/power edging

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is authorized to execute a contract with Smith Lawn Maintenance, LLC, in accordance with Bid No. B-15-28, for the above costs, and shall be in such form as the County Attorney shall approve.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2015.

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**RESOLUTION NO. -15 INTRODUCED BY THE EXECUTIVE COMMITTEE  
AUTHORIZING A PUBLIC HEARING AND PUBLICATION OF A LEGAL NOTICE  
FOR THE EIGHT-YEAR REVIEW OF AN AGRICULTURAL DISTRICT PURSUANT  
TO ARTICLE 25-AA OF THE AGRICULTURE AND MARKETS LAW**

**WHEREAS**, Article 25-AA, Section 303-a of the Agriculture and Markets Law requires County Review of an Agricultural District every eight, twelve or twenty years after its creation and sets forth the procedures which must be followed in such review, and

**WHEREAS**, Sullivan County Agricultural District No. 4 includes lands in the Towns of the Towns of Bethel, Fallsburg, Forestburgh, Highland, Liberty, Mamakating, Neversink, Rockland, Thompson and the Villages of Bloomingburg and Wurtsboro, and

**WHEREAS;** the Sullivan County Legislature reviewed and modified Agricultural District No. 4 in 2007, and

**WHEREAS**, pursuant to Agriculture Markets Law Section 303-a(1) and the policy of the Sullivan County Legislature, Agricultural District No. 4 must be reviewed this year, and

**WHEREAS;** upon review of Agricultural District No 4, and based on the survey of landowners, and upon the review and recommendations of the Sullivan County Agricultural and Farmland Protection Board and the Division of Planning and Environmental Management it is necessary to modify the boundaries of Agricultural District No. 4, such modifications being described in Schedule A, attached hereto.

**NOW THEREFORE, BE IT RESOLVED**, that a public hearing be held by the Sullivan County Legislature on Thursday, June 18<sup>th</sup> 2015 at 1:40PM in the Legislative Hearing Room for the purpose of reviewing Agricultural District No. 4, and

**BE IT FURTHER RESOLVED**, that the Clerk to the Sullivan County Legislature is hereby authorized to publish a notice of public hearing and give individual notice of this hearing via email to those municipalities whose territories encompass Agricultural District No. 4 and any modifications to the District; to persons, as listed on the most recent assessment roll, whose land is the subject of a proposed modification; and to the Commissioner of Agriculture and Markets.

## SCHEDULE A

### Parcels to be Included in Agricultural District No. 4:

Town of Fallsburg	41.-1-37
Town of Forestburgh	4.-1-10.11
Town of Forestburgh	1.-1-1.7
Town of Mamakating	68.-1-80.1
Town of Mamakating	70.A-3-21
Town of Mamakating	70.A-2-4
Town of Mamakating	8.-1-16.1
Town of Mamakating	8.-1-18
Town of Mamakating	7.-1-19
Town of Mamakating	7.-1-20
Town of Neversink	44.-1-2.9
Town of Neversink	28.-1-15.42
Town of Neversink	28.-1-15.43
Town of Neversink	28.-1-15.24
Town of Thompson	23.-1-21.1

### Parcels to be Removed from Agricultural District No. 4:

Town of Bethel	9.-1-46.1
Town of Bethel	9.-1-46.2
Town of Bethel	19.-1-8.2
Town of Bethel	19.-1-6.2
Town of Bethel	14.-1-20
Town of Bethel	14.-1-16
Town of Bethel	19.-1-19
Town of Bethel	18.-1-43.8
Town of Bethel	9.-1-35
Town of Bethel	9.-1-39.1
Town of Bethel	9.-1-55.2
Town of Bethel	9.-1-56.2
Town of Bethel	9.-1-66
Town of Bethel	9.-1-68
Town of Bethel	9.-1-71
Town of Bethel	9.-1-42.4
Town of Fallsburg	14.-1-12.1
Town of Fallsburg	14.-1-1.7
Town of Fallsburg	16.-1-8
Town of Fallsburg	2.-1-1
Town of Fallsburg	1.-1-22.1
Town of Fallsburg	1.-1-21
Town of Fallsburg	32.-1-66.3

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Town of Fallsburg	32.-1-67
Town of Fallsburg	32.-1-9.5
Town of Fallsburg	14.-1-20.2
Town of Fallsburg	59.-1-3.2
Town of Fallsburg	2.-1-10.2
Town of Fallsburg	2.-1-45
Town of Fallsburg	2.-1-44
Town of Fallsburg	59.-1-27
Town of Fallsburg	2.-1-46
Town of Fallsburg	10.-1-13.3
Town of Fallsburg	14.-1-16.2
Town of Fallsburg	14.-1-16.41
Town of Fallsburg	14.-1-23
Town of Fallsburg	14.-1-33.4
Town of Fallsburg	5.-1-26.3
Town of Fallsburg	59.-1-34.1
Town of Fallsburg	62.-1-10
Town of Fallsburg	62.-1-18
Town of Fallsburg	62.-1-25.2
Town of Fallsburg	7.-1-37.16
Town of Fallsburg	8.-1-9
Town of Fallsburg	9.-1-53
Town of Fallsburg	7.-1-35.25
Town of Fallsburg	9.-1-73.1
Town of Fallsburg	61.-1-19.3
Town of Fallsburg	3.-1-5, 3.-1-4.4
Town of Fallsburg	32.A-1-48
Town of Fallsburg	32.A-1-42
Town of Fallsburg	8.-1-38

Town of Liberty	48.-2-5
Town of Liberty	37.-1-52.2
Town of Liberty	46.-1-37
Town of Liberty	48.-1-12
Town of Liberty	48.-1-15.1
Town of Liberty	48.-1-17
Town of Liberty	48.-1-3
Town of Liberty	48.-1-8
Town of Liberty	9.-1-12.1
Town of Liberty	23.-1-33
Town of Liberty	14.-1-21.9

Town of Mamakating	8.-1-13
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Town of Neversink	34.-1-14
Town of Neversink	34.-1-15.1

Town of Neversink	35.-1-49
Town of Neversink	35.-1-29.6
Town of Neversink	12.-1-2.2
Town of Neversink	11.-1-12
Town of Neversink	19.-1-4.2
Town of Neversink	12.-1-1.4
Town of Neversink	25.-1-33.2
Town of Neversink	30.-1-15.15
Town of Neversink	30.-1-24.1
Town of Neversink	30.-1-29
Town of Neversink	30.-1-30
Town of Neversink	45.-1-16.12
Town of Neversink	45.-1-16.4
Town of Neversink	45.-1-23.2
Town of Neversink	28.-1-5.1
Town of Neversink	25.-1-5.8
Town of Neversink	29.-1-3.2
Town of Neversink	33.-1-18.1
Town of Neversink	11.-1-9.4
Town of Neversink	12.-1-1.1
Town of Neversink	28.-1-15.31
Town of Neversink	40.-1-1.4
Town of Neversink	25.-1-16.5
Town of Neversink	32.-1-11.3

Town of Thompson	28.-1-5.1
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Village of Bloomingburg	205.-1-1.1
Village of Bloomingburg	205.-1-1.2
Village of Bloomingburg	205.A-10-1
Village of Bloomingburg	205.A-10-2
Village of Bloomingburg	205.A-10-3
Village of Bloomingburg	205.A-10-4
Village of Bloomingburg	205.A-10-5
Village of Bloomingburg	205.A-1-1
Village of Bloomingburg	205.A-11-1
Village of Bloomingburg	205.A-11-2
Village of Bloomingburg	205.A-11-3
Village of Bloomingburg	205.A-11-4
Village of Bloomingburg	205.A-11-5
Village of Bloomingburg	205.A-1-2
Village of Bloomingburg	205.A-12-1
Village of Bloomingburg	205.A-12-2
Village of Bloomingburg	205.A-12-3
Village of Bloomingburg	205.A-12-4
Village of Bloomingburg	205.A-12-5

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Village of Bloomingburg	205.A-1-3
Village of Bloomingburg	205.A-13-1
Village of Bloomingburg	205.A-13-2
Village of Bloomingburg	205.A-13-3
Village of Bloomingburg	205.A-13-4
Village of Bloomingburg	205.A-13-5
Village of Bloomingburg	205.A-1-4
Village of Bloomingburg	205.A-14-1
Village of Bloomingburg	205.A-14-2
Village of Bloomingburg	205.A-14-3
Village of Bloomingburg	205.A-14-4
Village of Bloomingburg	205.A-14-5
Village of Bloomingburg	205.A-1-5
Village of Bloomingburg	205.A-15-1
Village of Bloomingburg	205.A-15-2
Village of Bloomingburg	205.A-15-3
Village of Bloomingburg	205.A-15-4
Village of Bloomingburg	205.A-15-5
Village of Bloomingburg	205.A-16-1
Village of Bloomingburg	205.A-16-2
Village of Bloomingburg	205.A-16-3
Village of Bloomingburg	205.A-16-4
Village of Bloomingburg	205.A-16-5
Village of Bloomingburg	205.A-17-1
Village of Bloomingburg	205.A-17-2
Village of Bloomingburg	205.A-17-3
Village of Bloomingburg	205.A-17-4
Village of Bloomingburg	205.A-17-5
Village of Bloomingburg	205.A-18-1
Village of Bloomingburg	205.A-18-2
Village of Bloomingburg	205.A-18-3
Village of Bloomingburg	205.A-18-4
Village of Bloomingburg	205.A-2-1
Village of Bloomingburg	205.A-2-2
Village of Bloomingburg	205.A-2-3
Village of Bloomingburg	205.A-2-4
Village of Bloomingburg	205.A-2-5
Village of Bloomingburg	205.A-3-1
Village of Bloomingburg	205.A-3-2
Village of Bloomingburg	205.A-3-3
Village of Bloomingburg	205.A-3-4
Village of Bloomingburg	205.A-3-5
Village of Bloomingburg	205.A-4-1
Village of Bloomingburg	205.A-4-2
Village of Bloomingburg	205.A-4-3
Village of Bloomingburg	205.A-4-4

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Village of Bloomingburg	205.A-4-5
Village of Bloomingburg	205.A-5-1
Village of Bloomingburg	205.A-5-2
Village of Bloomingburg	205.A-5-3
Village of Bloomingburg	205.A-5-4
Village of Bloomingburg	205.A-5-5
Village of Bloomingburg	205.A-6-1
Village of Bloomingburg	205.A-6-2
Village of Bloomingburg	205.A-6-3
Village of Bloomingburg	205.A-6-4
Village of Bloomingburg	205.A-7-1
Village of Bloomingburg	205.A-7-2
Village of Bloomingburg	205.A-7-3
Village of Bloomingburg	205.A-7-4
Village of Bloomingburg	205.A-7-5
Village of Bloomingburg	205.A-8-1
Village of Bloomingburg	205.A-8-2
Village of Bloomingburg	205.A-8-3
Village of Bloomingburg	205.A-8-4
Village of Bloomingburg	205.A-8-5
Village of Bloomingburg	205.A-9-1
Village of Bloomingburg	205.A-9-2
Village of Bloomingburg	205.A-9-3
Village of Bloomingburg	205.A-9-4
Village of Bloomingburg	205.A-9-5
Village of Bloomingburg	205.B-10-1
Village of Bloomingburg	205.B-10-2
Village of Bloomingburg	205.B-10-3
Village of Bloomingburg	205.B-10-4
Village of Bloomingburg	205.B-1-1
Village of Bloomingburg	205.B-11-1
Village of Bloomingburg	205.B-11-2
Village of Bloomingburg	205.B-11-3
Village of Bloomingburg	205.B-11-4
Village of Bloomingburg	205.B-11-5
Village of Bloomingburg	205.B-1-2
Village of Bloomingburg	205.B-12-1
Village of Bloomingburg	205.B-12-2
Village of Bloomingburg	205.B-12-3
Village of Bloomingburg	205.B-12-4
Village of Bloomingburg	205.B-12-5
Village of Bloomingburg	205.B-1-3
Village of Bloomingburg	205.B-13-1
Village of Bloomingburg	205.B-13-2
Village of Bloomingburg	205.B-13-3
Village of Bloomingburg	205.B-13-4

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Village of Bloomingburg	205.B-1-4
Village of Bloomingburg	205.B-14-1
Village of Bloomingburg	205.B-14-2
Village of Bloomingburg	205.B-14-3
Village of Bloomingburg	205.B-14-4
Village of Bloomingburg	205.B-1-5
Village of Bloomingburg	205.B-15-1
Village of Bloomingburg	205.B-15-2
Village of Bloomingburg	205.B-15-3
Village of Bloomingburg	205.B-15-4
Village of Bloomingburg	205.B-16-1
Village of Bloomingburg	205.B-16-2
Village of Bloomingburg	205.B-16-3
Village of Bloomingburg	205.B-16-4
Village of Bloomingburg	205.B-16-5
Village of Bloomingburg	205.B-17-1
Village of Bloomingburg	205.B-17-2
Village of Bloomingburg	205.B-17-3
Village of Bloomingburg	205.B-17-4
Village of Bloomingburg	205.B-17-5
Village of Bloomingburg	205.B-18-1
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Village of Bloomingburg	205.B-19-1
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Village of Bloomingburg	205.B-19-4
Village of Bloomingburg	205.B-19-5
Village of Bloomingburg	205.B-20-1
Village of Bloomingburg	205.B-20-2
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Village of Bloomingburg	205.B-20-4
Village of Bloomingburg	205.B-20-5
Village of Bloomingburg	205.B-2-1
Village of Bloomingburg	205.B-21-1
Village of Bloomingburg	205.B-21-2
Village of Bloomingburg	205.B-21-3
Village of Bloomingburg	205.B-21-4
Village of Bloomingburg	205.B-21-5
Village of Bloomingburg	205.B-2-2
Village of Bloomingburg	205.B-22-1
Village of Bloomingburg	205.B-22-2
Village of Bloomingburg	205.B-22-3
Village of Bloomingburg	205.B-22-4

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Village of Bloomingburg	205.B-22-5
Village of Bloomingburg	205.B-2-3
Village of Bloomingburg	205.B-23-1
Village of Bloomingburg	205.B-23-2
Village of Bloomingburg	205.B-23-3
Village of Bloomingburg	205.B-23-4
Village of Bloomingburg	205.B-23-5
Village of Bloomingburg	205.B-2-4
Village of Bloomingburg	205.B-24-1
Village of Bloomingburg	205.B-24-2
Village of Bloomingburg	205.B-24-3
Village of Bloomingburg	205.B-25-1
Village of Bloomingburg	205.B-25-2
Village of Bloomingburg	205.B-25-3
Village of Bloomingburg	205.B-25-4
Village of Bloomingburg	205.B-25-5
Village of Bloomingburg	205.B-26-1
Village of Bloomingburg	205.B-26-2
Village of Bloomingburg	205.B-26-3
Village of Bloomingburg	205.B-26-4
Village of Bloomingburg	205.B-26-5
Village of Bloomingburg	205.B-27-1
Village of Bloomingburg	205.B-27-2
Village of Bloomingburg	205.B-27-3
Village of Bloomingburg	205.B-27-4
Village of Bloomingburg	205.B-27-5
Village of Bloomingburg	205.B-28-1
Village of Bloomingburg	205.B-28-2
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Village of Bloomingburg	205.B-28-4
Village of Bloomingburg	205.B-29-1
Village of Bloomingburg	205.B-29-2
Village of Bloomingburg	205.B-29-3
Village of Bloomingburg	205.B-29-4
Village of Bloomingburg	205.B-29-5
Village of Bloomingburg	205.B-30-1
Village of Bloomingburg	205.B-30-2
Village of Bloomingburg	205.B-30-3
Village of Bloomingburg	205.B-30-4
Village of Bloomingburg	205.B-3-1
Village of Bloomingburg	205.B-31-1
Village of Bloomingburg	205.B-31-2
Village of Bloomingburg	205.B-31-3
Village of Bloomingburg	205.B-31-4
Village of Bloomingburg	205.B-31-5
Village of Bloomingburg	205.B-3-2

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Village of Bloomingburg	205.B-32-1
Village of Bloomingburg	205.B-32-2
Village of Bloomingburg	205.B-32-3
Village of Bloomingburg	205.B-3-3
Village of Bloomingburg	205.B-33-1
Village of Bloomingburg	205.B-33-2
Village of Bloomingburg	205.B-33-3
Village of Bloomingburg	205.B-33-4
Village of Bloomingburg	205.B-33-5
Village of Bloomingburg	205.B-3-4
Village of Bloomingburg	205.B-34-1
Village of Bloomingburg	205.B-34-2
Village of Bloomingburg	205.B-34-3
Village of Bloomingburg	205.B-34-4
Village of Bloomingburg	205.B-35-1
Village of Bloomingburg	205.B-35-2
Village of Bloomingburg	205.B-35-3
Village of Bloomingburg	205.B-36-1
Village of Bloomingburg	205.B-36-2
Village of Bloomingburg	205.B-36-3
Village of Bloomingburg	205.B-36-4
Village of Bloomingburg	205.B-36-5
Village of Bloomingburg	205.B-37-1
Village of Bloomingburg	205.B-37-2
Village of Bloomingburg	205.B-37-3
Village of Bloomingburg	205.B-37-4
Village of Bloomingburg	205.B-37-5
Village of Bloomingburg	205.B-38-1
Village of Bloomingburg	205.B-38-2
Village of Bloomingburg	205.B-38-3
Village of Bloomingburg	205.B-38-4
Village of Bloomingburg	205.B-39-1
Village of Bloomingburg	205.B-39-2
Village of Bloomingburg	205.B-39-3
Village of Bloomingburg	205.B-39-4
Village of Bloomingburg	205.B-40-1
Village of Bloomingburg	205.B-40-2
Village of Bloomingburg	205.B-40-3
Village of Bloomingburg	205.B-40-4
Village of Bloomingburg	205.B-40-5
Village of Bloomingburg	205.B-4-1
Village of Bloomingburg	205.B-41-1
Village of Bloomingburg	205.B-41-2
Village of Bloomingburg	205.B-41-3
Village of Bloomingburg	205.B-41-4
Village of Bloomingburg	205.B-4-2

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Village of Bloomingburg	205.B-42-1
Village of Bloomingburg	205.B-42-2
Village of Bloomingburg	205.B-42-3
Village of Bloomingburg	205.B-42-4
Village of Bloomingburg	205.B-42-5
Village of Bloomingburg	205.B-4-3
Village of Bloomingburg	205.B-43-1
Village of Bloomingburg	205.B-43-2
Village of Bloomingburg	205.B-43-3
Village of Bloomingburg	205.B-4-4
Village of Bloomingburg	205.B-44-1
Village of Bloomingburg	205.B-44-2
Village of Bloomingburg	205.B-44-3
Village of Bloomingburg	205.B-45-1
Village of Bloomingburg	205.B-45-2
Village of Bloomingburg	205.B-45-3
Village of Bloomingburg	205.B-45-4
Village of Bloomingburg	205.B-45-5
Village of Bloomingburg	205.B-46-1
Village of Bloomingburg	205.B-46-2
Village of Bloomingburg	205.B-46-3
Village of Bloomingburg	205.B-46-4
Village of Bloomingburg	205.B-46-5
Village of Bloomingburg	205.B-47-1
Village of Bloomingburg	205.B-47-2
Village of Bloomingburg	205.B-47-3
Village of Bloomingburg	205.B-47-4
Village of Bloomingburg	205.B-47-5
Village of Bloomingburg	205.B-48-1
Village of Bloomingburg	205.B-48-2
Village of Bloomingburg	205.B-48-3
Village of Bloomingburg	205.B-48-4
Village of Bloomingburg	205.B-48-5
Village of Bloomingburg	205.B-49-1
Village of Bloomingburg	205.B-49-2
Village of Bloomingburg	205.B-49-3
Village of Bloomingburg	205.B-49-4
Village of Bloomingburg	205.B-49-5
Village of Bloomingburg	205.B-50-1
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Village of Bloomingburg	205.B-50-3
Village of Bloomingburg	205.B-50-4
Village of Bloomingburg	205.B-5-1
Village of Bloomingburg	205.B-51-1
Village of Bloomingburg	205.B-51-2
Village of Bloomingburg	205.B-51-3

Village of Bloomingburg	205.B-51-4
Village of Bloomingburg	205.B-51-5
Village of Bloomingburg	205.B-5-2
Village of Bloomingburg	205.B-52-1
Village of Bloomingburg	205.B-52-2
Village of Bloomingburg	205.B-52-3
Village of Bloomingburg	205.B-52-4
Village of Bloomingburg	205.B-52-5
Village of Bloomingburg	205.B-5-3
Village of Bloomingburg	205.B-53-1
Village of Bloomingburg	205.B-53-2
Village of Bloomingburg	205.B-53-3
Village of Bloomingburg	205.B-53-4
Village of Bloomingburg	205.B-53-5
Village of Bloomingburg	205.B-5-4
Village of Bloomingburg	205.B-54-1
Village of Bloomingburg	205.B-54-2
Village of Bloomingburg	205.B-54-3
Village of Bloomingburg	205.B-54-4
Village of Bloomingburg	205.B-55-1
Village of Bloomingburg	205.B-55-2
Village of Bloomingburg	205.B-55-3
Village of Bloomingburg	205.B-55-4
Village of Bloomingburg	205.B-56-1
Village of Bloomingburg	205.B-56-2
Village of Bloomingburg	205.B-56-3
Village of Bloomingburg	205.B-56-4
Village of Bloomingburg	205.B-57-1
Village of Bloomingburg	205.B-57-2
Village of Bloomingburg	205.B-57-3
Village of Bloomingburg	205.B-57-4
Village of Bloomingburg	205.B-58-1
Village of Bloomingburg	205.B-58-2
Village of Bloomingburg	205.B-58-3
Village of Bloomingburg	205.B-58-4
Village of Bloomingburg	205.B-58-5
Village of Bloomingburg	205.B-59-1
Village of Bloomingburg	205.B-59-2
Village of Bloomingburg	205.B-59-3
Village of Bloomingburg	205.B-59-4
Village of Bloomingburg	205.B-60-1
Village of Bloomingburg	205.B-60-2
Village of Bloomingburg	205.B-60-3
Village of Bloomingburg	205.B-60-4
Village of Bloomingburg	205.B-6-1
Village of Bloomingburg	205.B-61-1

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Village of Bloomingburg	205.B-61-2
Village of Bloomingburg	205.B-61-3
Village of Bloomingburg	205.B-61-4
Village of Bloomingburg	205.B-61-5
Village of Bloomingburg	205.B-6-2
Village of Bloomingburg	205.B-62-1
Village of Bloomingburg	205.B-62-2
Village of Bloomingburg	205.B-62-3
Village of Bloomingburg	205.B-62-4
Village of Bloomingburg	205.B-62-5
Village of Bloomingburg	205.B-6-3
Village of Bloomingburg	205.B-63-1
Village of Bloomingburg	205.B-63-2
Village of Bloomingburg	205.B-63-3
Village of Bloomingburg	205.B-63-4
Village of Bloomingburg	205.B-6-4
Village of Bloomingburg	205.B-64-1
Village of Bloomingburg	205.B-64-2
Village of Bloomingburg	205.B-64-3
Village of Bloomingburg	205.B-64-4
Village of Bloomingburg	205.B-65-1
Village of Bloomingburg	205.B-65-2
Village of Bloomingburg	205.B-65-3
Village of Bloomingburg	205.B-65-4
Village of Bloomingburg	205.B-65-5
Village of Bloomingburg	205.B-66-1
Village of Bloomingburg	205.B-66-2
Village of Bloomingburg	205.B-66-3
Village of Bloomingburg	205.B-66-4
Village of Bloomingburg	205.B-66-5
Village of Bloomingburg	205.B-67-1
Village of Bloomingburg	205.B-67-2
Village of Bloomingburg	205.B-67-3
Village of Bloomingburg	205.B-67-4
Village of Bloomingburg	205.B-67-5
Village of Bloomingburg	205.B-68-1
Village of Bloomingburg	205.B-68-2
Village of Bloomingburg	205.B-68-3
Village of Bloomingburg	205.B-68-4
Village of Bloomingburg	205.B-68-5
Village of Bloomingburg	205.B-69-1
Village of Bloomingburg	205.B-69-2
Village of Bloomingburg	205.B-69-3
Village of Bloomingburg	205.B-69-4
Village of Bloomingburg	205.B-7-1
Village of Bloomingburg	205.B-7-2

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Village of Bloomingburg	205.B-7-3
Village of Bloomingburg	205.B-7-4
Village of Bloomingburg	205.B-8-1
Village of Bloomingburg	205.B-8-2
Village of Bloomingburg	205.B-8-3
Village of Bloomingburg	205.B-8-4
Village of Bloomingburg	205.B-9-1
Village of Bloomingburg	205.B-9-2
Village of Bloomingburg	205.B-9-3
Village of Bloomingburg	205.B-9-4
Village of Bloomingburg	205.B-9-5

As portrayed on the Sullivan County Tax Maps on May 21, 2015.

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**NOTICE OF PUBLIC HEARING ON AN AGRICULTURAL DISTRICT  
PURSUANT TO THE EIGHT YEAR REVIEW**

Notice is hereby given that a public hearing will be held by the Sullivan County Legislature at 1:40pm on Thursday, June 18<sup>th</sup>, 2015 in the Legislative Hearing Room at the Sullivan County Government Center, Monticello, New York on Agricultural District No. 4 to consider the recommendations of the Agricultural and Farmland Protection Board and the Commissioner of Planning and Environmental Management.

Descriptions and maps of the District and recommendations of the Agricultural and Farmland Protection Board and the Commissioner of Planning and Environmental Management may be examined in the offices of the Sullivan County Division of Planning and Environmental Management, Sullivan County Clerk, Cornell Cooperative Extension and at the Town of Mamakating Town Hall.

Agricultural District No. 4 includes land within the Towns of Bethel, Fallsburg, Forestburgh, Highland, Liberty, Mamakating, Neversink, Rockland, Thompson and the Villages of Bloomingburg and Wurtsboro. The Agricultural and Farmland Protection Board and the County Commissioner of Planning and Environmental Management have reviewed Agricultural District No. 4 and have recommended that the Sullivan County Legislature adopt and incorporate the recommended modifications of Agricultural District No.4 as follows:

Parcels to be included in Agricultural District No. 4, as portrayed on the Sullivan County Tax Maps on May 21, 2015:

Town of Fallsburg	41.-1-37
Town of Forestburgh	4.-1-10.11
Town of Forestburgh	1.-1-1.7
Town of Mamakating	68.-1-80.1
Town of Mamakating	70.A-3-21
Town of Mamakating	70.A-2-4
Town of Mamakating	8.-1-16.1
Town of Mamakating	8.-1-18
Town of Mamakating	7.-1-19
Town of Mamakating	7.-1-20
Town of Neversink	44.-1-2.9
Town of Neversink	28.-1-15.42
Town of Neversink	28.-1-15.43
Town of Neversink	28.-1-15.24
Town of Thompson	23.-1-21.1

Parcels to be removed from Agricultural District No. 4, as portrayed on the Sullivan County Tax Maps on May 21, 2015:

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Town of Bethel	9.-1-46.1
Town of Bethel	9.-1-46.2
Town of Bethel	19.-1-8.2
Town of Bethel	19.-1-6.2
Town of Bethel	14.-1-20
Town of Bethel	14.-1-16
Town of Bethel	19.-1-19
Town of Bethel	18.-1-43.8
Town of Bethel	9.-1-35
Town of Bethel	9.-1-39.1
Town of Bethel	9.-1-55.2
Town of Bethel	9.-1-56.2
Town of Bethel	9.-1-66
Town of Bethel	9.-1-68
Town of Bethel	9.-1-71
Town of Bethel	9.-1-42.4
Town of Fallsburg	14.-1-12.1
Town of Fallsburg	14.-1-1.7
Town of Fallsburg	16.-1-8
Town of Fallsburg	2.-1-1
Town of Fallsburg	1.-1-22.1
Town of Fallsburg	1.-1-21
Town of Fallsburg	32.-1-66.3
Town of Fallsburg	32.-1-67
Town of Fallsburg	32.-1-9.5
Town of Fallsburg	14.-1-20.2
Town of Fallsburg	59.-1-3.2
Town of Fallsburg	2.-1-10.2
Town of Fallsburg	2.-1-45
Town of Fallsburg	2.-1-44
Town of Fallsburg	59.-1-27
Town of Fallsburg	2.-1-46
Town of Fallsburg	10.-1-13.3
Town of Fallsburg	14.-1-16.2
Town of Fallsburg	14.-1-16.41
Town of Fallsburg	14.-1-23
Town of Fallsburg	14.-1-33.4
Town of Fallsburg	5.-1-26.3
Town of Fallsburg	59.-1-34.1
Town of Fallsburg	62.-1-10
Town of Fallsburg	62.-1-18
Town of Fallsburg	62.-1-25.2
Town of Fallsburg	7.-1-37.16
Town of Fallsburg	8.-1-9

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Town of Fallsburg	9.-1-53
Town of Fallsburg	7.-1-35.25
Town of Fallsburg	9.-1-73.1
Town of Fallsburg	61.-1-19.3
Town of Fallsburg	3.-1-5, 3.-1-4.4
Town of Fallsburg	32.A-1-48
Town of Fallsburg	32.A-1-42
Town of Fallsburg	8.-1-38
Town of Liberty	48.-2-5
Town of Liberty	37.-1-52.2
Town of Liberty	46.-1-37
Town of Liberty	48.-1-12
Town of Liberty	48.-1-15.1
Town of Liberty	48.-1-17
Town of Liberty	48.-1-3
Town of Liberty	48.-1-8
Town of Liberty	9.-1-12.1
Town of Liberty	23.-1-33
Town of Liberty	14.-1-21.9
Town of Mamakating	8.-1-13
Town of Neversink	34.-1-14
Town of Neversink	34.-1-15.1
Town of Neversink	35.-1-49
Town of Neversink	35.-1-29.6
Town of Neversink	12.-1-2.2
Town of Neversink	11.-1-12
Town of Neversink	19.-1-4.2
Town of Neversink	12.-1-1.4
Town of Neversink	25.-1-33.2
Town of Neversink	30.-1-15.15
Town of Neversink	30.-1-24.1
Town of Neversink	30.-1-29
Town of Neversink	30.-1-30
Town of Neversink	45.-1-16.12
Town of Neversink	45.-1-16.4
Town of Neversink	45.-1-23.2
Town of Neversink	28.-1-5.1
Town of Neversink	25.-1-5.8
Town of Neversink	29.-1-3.2
Town of Neversink	33.-1-18.1
Town of Neversink	11.-1-9.4
Town of Neversink	12.-1-1.1
Town of Neversink	28.-1-15.31

Town of Neversink	40.-1-1.4
Town of Neversink	25.-1-16.5
Town of Neversink	32.-1-11.3
Town of Thompson	28.-1-5.1
Village of Bloomingburg	205.-1-1.1
Village of Bloomingburg	205.-1-1.2
Village of Bloomingburg	205.A-10-1
Village of Bloomingburg	205.A-10-2
Village of Bloomingburg	205.A-10-3
Village of Bloomingburg	205.A-10-4
Village of Bloomingburg	205.A-10-5
Village of Bloomingburg	205.A-1-1
Village of Bloomingburg	205.A-11-1
Village of Bloomingburg	205.A-11-2
Village of Bloomingburg	205.A-11-3
Village of Bloomingburg	205.A-11-4
Village of Bloomingburg	205.A-11-5
Village of Bloomingburg	205.A-1-2
Village of Bloomingburg	205.A-12-1
Village of Bloomingburg	205.A-12-2
Village of Bloomingburg	205.A-12-3
Village of Bloomingburg	205.A-12-4
Village of Bloomingburg	205.A-12-5
Village of Bloomingburg	205.A-1-3
Village of Bloomingburg	205.A-13-1
Village of Bloomingburg	205.A-13-2
Village of Bloomingburg	205.A-13-3
Village of Bloomingburg	205.A-13-4
Village of Bloomingburg	205.A-13-5
Village of Bloomingburg	205.A-1-4
Village of Bloomingburg	205.A-14-1
Village of Bloomingburg	205.A-14-2
Village of Bloomingburg	205.A-14-3
Village of Bloomingburg	205.A-14-4
Village of Bloomingburg	205.A-14-5
Village of Bloomingburg	205.A-1-5
Village of Bloomingburg	205.A-15-1
Village of Bloomingburg	205.A-15-2
Village of Bloomingburg	205.A-15-3
Village of Bloomingburg	205.A-15-4
Village of Bloomingburg	205.A-15-5
Village of Bloomingburg	205.A-16-1
Village of Bloomingburg	205.A-16-2
Village of Bloomingburg	205.A-16-3

Village of Bloomingburg	205.A-16-4
Village of Bloomingburg	205.A-16-5
Village of Bloomingburg	205.A-17-1
Village of Bloomingburg	205.A-17-2
Village of Bloomingburg	205.A-17-3
Village of Bloomingburg	205.A-17-4
Village of Bloomingburg	205.A-17-5
Village of Bloomingburg	205.A-18-1
Village of Bloomingburg	205.A-18-2
Village of Bloomingburg	205.A-18-3
Village of Bloomingburg	205.A-18-4
Village of Bloomingburg	205.A-2-1
Village of Bloomingburg	205.A-2-2
Village of Bloomingburg	205.A-2-3
Village of Bloomingburg	205.A-2-4
Village of Bloomingburg	205.A-2-5
Village of Bloomingburg	205.A-3-1
Village of Bloomingburg	205.A-3-2
Village of Bloomingburg	205.A-3-3
Village of Bloomingburg	205.A-3-4
Village of Bloomingburg	205.A-3-5
Village of Bloomingburg	205.A-4-1
Village of Bloomingburg	205.A-4-2
Village of Bloomingburg	205.A-4-3
Village of Bloomingburg	205.A-4-4
Village of Bloomingburg	205.A-4-5
Village of Bloomingburg	205.A-5-1
Village of Bloomingburg	205.A-5-2
Village of Bloomingburg	205.A-5-3
Village of Bloomingburg	205.A-5-4
Village of Bloomingburg	205.A-5-5
Village of Bloomingburg	205.A-6-1
Village of Bloomingburg	205.A-6-2
Village of Bloomingburg	205.A-6-3
Village of Bloomingburg	205.A-6-4
Village of Bloomingburg	205.A-7-1
Village of Bloomingburg	205.A-7-2
Village of Bloomingburg	205.A-7-3
Village of Bloomingburg	205.A-7-4
Village of Bloomingburg	205.A-7-5
Village of Bloomingburg	205.A-8-1
Village of Bloomingburg	205.A-8-2
Village of Bloomingburg	205.A-8-3
Village of Bloomingburg	205.A-8-4
Village of Bloomingburg	205.A-8-5
Village of Bloomingburg	205.A-9-1

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Village of Bloomingburg	205.A-9-2
Village of Bloomingburg	205.A-9-3
Village of Bloomingburg	205.A-9-4
Village of Bloomingburg	205.A-9-5
Village of Bloomingburg	205.B-10-1
Village of Bloomingburg	205.B-10-2
Village of Bloomingburg	205.B-10-3
Village of Bloomingburg	205.B-10-4
Village of Bloomingburg	205.B-1-1
Village of Bloomingburg	205.B-11-1
Village of Bloomingburg	205.B-11-2
Village of Bloomingburg	205.B-11-3
Village of Bloomingburg	205.B-11-4
Village of Bloomingburg	205.B-11-5
Village of Bloomingburg	205.B-1-2
Village of Bloomingburg	205.B-12-1
Village of Bloomingburg	205.B-12-2
Village of Bloomingburg	205.B-12-3
Village of Bloomingburg	205.B-12-4
Village of Bloomingburg	205.B-12-5
Village of Bloomingburg	205.B-1-3
Village of Bloomingburg	205.B-13-1
Village of Bloomingburg	205.B-13-2
Village of Bloomingburg	205.B-13-3
Village of Bloomingburg	205.B-13-4
Village of Bloomingburg	205.B-1-4
Village of Bloomingburg	205.B-14-1
Village of Bloomingburg	205.B-14-2
Village of Bloomingburg	205.B-14-3
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All parties in interest and citizens will be heard by the Sullivan County Legislature at the public hearing.

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**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE  
TO AMEND RESOLUTION NO. 63-15**

**WHEREAS**, Resolution No. 63-15 authorized the County to modify its agreement with Catholic Charities Community Services of Orange County to extend the EAP services from April 1, 2015 through March 31, 2016 at a cost not to exceed \$19,520; and

**WHEREAS**, the County workforce has increased over last year's total to a total of 982 full and part-time employees; and

**WHEREAS**, RFP 12-06 authorizes a cost per employee of \$20.35, which would amount to a total annual cost of \$19,983.00; and

**WHEREAS**, in an attempt to offset costs to the County, Catholic Charities has agreed to reduce its per employee pricing to \$20.00 per employee, for a total annual cost of \$19,640.00.

**NOW, THEREFORE, BE IT RESOLVED**, that Resolution 63-15 is hereby amended and the County Manager is hereby authorized to modify the agreement with Catholic Charities Community Services of Orange County, for the contract term from April 1, 2015 through March 31, 2016 at a total annual cost not to exceed \$19,640.00, in accordance with R-12-06, said modification to be in such form as the County Attorney shall approve.

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

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

**and adopted on motion** \_\_\_\_\_ **day of** \_\_\_\_\_, 2015.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE SUPPORTING A BUDGET LINE ITEM FOR THE CATSKILL PARK AND CATSKILL FOREST PRESERVE IN THE NEW YORK STATE ENVIRONMENTAL PROTECTION FUND (EPF)**

**WHEREAS**, the Catskill region is home to the Catskill Park, established by the State of New York in 1904, and the Catskill Forest Preserve lands; and

**WHEREAS**, 705,000 acres of land within the “Blue Line” of the Catskill Park and 287,500 acres of Catskill Forest Preserve land exist for public enjoyment; and

**WHEREAS**, all outdoor recreational activities, including those that rely on public and protected lands as well as those that rely on private lands, attracted nearly 2.5 million visitors with an estimated economic impact of more than \$115 million; and

**WHEREAS**, in 2015, the New York State Department of Environmental Conservation, in cooperation with the Department of State and Adirondack Park Agency, expects to fund an estimated \$400,000 in smart growth grant applications from Catskill Park communities and organizations; and

**WHEREAS**, the Catskill Park Coalition recognizes the goal of increasing tourism-friendly access within the “Blue Line” requires continuity and comprehensive integration between city and state land holdings; and

**WHEREAS**, six-year holding periods for land acquisitions effectively tie up the resources of cooperating land trusts, restricting their ability to respond to important land protection opportunities; and

**WHEREAS**, dedicated annual funding from the EPF for Catskill Park land protection would leverage this partnership by 100%; and

**WHEREAS**, line items exist in the EPF budget and in 2014, a new line item was added to allocate funding to Suffolk County for water quality protection and line items were increased for a Long Island Pesticide Prevention Program; and

**WHEREAS**, much of the economic activity of the Catskill Park region is focused on the preserved lands of the park; and

**WHEREAS**, stewardship and maintenance of these lands are critical for the continued use and enjoyment of the region, to strengthen the economy, and protect the vital ecosystem services of the region.

**NOW THEREFORE BE IT RESOLVED**, the Sullivan County Legislature urges the New York State Governor and it’s Legislative leaders to establish a budget line item of \$4 million for the Catskill Park and Catskill Forest Preserve within the counties of Ulster, Delaware,



Sullivan and Greene in the New York State Environmental Protection Fund, beginning fiscal year 2015-16 and ongoing; and

**BE IT RESOLVED**, that the Clerk of the Sullivan County Legislature shall forward certified copies of this resolution to Governor Andrew Cuomo, New York State Department of Environmental Conservation Commissioner Joseph Martens, Senator John Bonacic, Assemblyman Aileen Gunther, and Assemblywoman Claudia Tenney, as well as the Clerks of the Delaware, Greene and Ulster County Legislatures.

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**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO EXECUTE A RETAINER AGREEMENT WITH ROEMER WALLENS GOLD & MINEAUX LLP FOR SPECIALIZED LEGAL SERVICES TO SERVE AS LABOR RELATIONS ATTORNEY/CONSULTANT FOR THE COUNTY OF SULLIVAN**

**WHEREAS**, Roemer Wallens Gold & Mineaux LLP (“RWGM”) provide services to the County of Sullivan (“County”) as labor relations attorney/consultants, and

**WHEREAS**, the Retainer Agreement with RWGM was for a term through March 31, 2015, and

**WHEREAS**, by extending the agreement to June 30, 2016 with possible renewal clauses this agreement will give the new County Legislature the time to work with RWGM next winter to make such decisions as they deem important, and

**WHEREAS**, RWGM will continue to represent the County for a fixed monthly sum and hourly rates more fully set forth in the attached Retainer Agreement.

**NOW THEREFORE BE IT RESOLVED**, the County Manager is hereby authorized and directed to execute the attached Retainer Agreement with RWGM for a term commencing April 1, 2015 to June 30, 2016, and

**BE IT FURTHER RESOLVED**, the Retainer Agreement shall be in a form approved by the County Attorney.



## RETAINER AGREEMENT

Made and entered this \_\_\_ day of April 2015, by and between the COUNTY OF SULLIVAN, a municipal corporation with offices located at the County Government Center, 100 North Street, Monticello, New York 12701, hereinafter referred to as the "COUNTY", and ROEMER WALLENS GOLD & MINEAUX LLP, Labor Relations Attorneys, with its principal place of business located at 13 Columbia Circle, Albany, New York 12203, hereinafter referred to as "ROEMER WALLENS GOLD & MINEAUX LLP."

1. The COUNTY hereby retains and employs ROEMER WALLENS GOLD & MINEAUX LLP as its labor relations attorneys to provide to the COUNTY the following professional services for the period of time hereinafter designated.

(a) Comprehensive negotiating services up to and including impasse resolution proceedings and interest arbitration as exemplified in Exhibit "A" which is attached hereto and made a part hereof for each of the following collective bargaining units in which terms and conditions of employment for the COUNTY and its employees are negotiated:

- i) Sheriff's Department Road Patrol Unit (SCPBA)
- ii) Sheriff's Department Correction Unit (CSEA)
- iii) Public Works Department – Rank and File (LIU Local 17)
- iv) Public Works Department – Supervisory (IBT Local 445)
- v) Nurses (NYSNA)
- vi) Main County Unit (IBT Local 445)

(b) Consultation and advice as may be requested by the County regarding the COUNTY'S rights, responsibilities and liabilities in connection with the following, which list is intended to only be exemplary and not inclusive:

- i) Human Rights/Discrimination including Investigations
- ii) Sexual Harassment including Investigations
- iii) Hostile Work Environment including Investigations
- iv) Grievances filed against the County
- v) Disability Benefits
- vi) Contract Administration and Enforcement
- vii) Work Rules
- viii) Employee Disciplinary Matters
- ix) Layoff Procedures

(c) In connection with the foregoing, and not in limitation thereof, provide consultation and advice as requested with respect to applicable federal and state laws, rules and regulations relating to labor law and labor relations, including but not limited to:

- i) Civil Service Law
- ii) Taylor law
- iii) Fair Labor Standards Act

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- iv) Public Officers Law
- v) Freedom of Information Law
- vi) Unemployment Insurance Law
- vii) Workers' Compensation Law
- viii) General Municipal Law, particularly Section 207-c therefor (including document review with respect thereto)
- ix) Americans with Disabilities Act
- x) Family Medical Leave Act
- xi) Omnibus Transportation Employee Testing Act of 1991 (CDL Drug Testing)

(d) Advice and representation in connection with:

- i) Initial steps of contract grievance procedure (not including arbitration).
- ii) Matters before the Public Employment Relations Board (improper practice charges, managerial/confidential petitions, and union representation challenges), including the preparation of pleadings and attendance at all pre-hearing conferences.
- iii) Attendance at relevant labor/management meetings and meetings of the legislative body and committees thereof, including attendance, as necessary, at the monthly meetings of the Personnel and Labor Relations Committee to report on the status of negotiations.

(e) Periodic printed reports containing relevant information regarding public sector labor relations as obtained from Public Employment Relations Board decisions, New York State court decisions, relevant administrative agency decisions and other similar sources.

(f) Management and supervisory training in connection with employee correction action, contract administration and other topics agreed upon by the parties in an amount not to exceed four (4) days per calendar year.

## 2. INSURANCE

ROEMER WALLENS GOLD & MINEAUX shall, at its own expense, maintain in full force and effect during the term of this agreement policies providing at least the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation and Disability Benefits	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owned)	\$1,000,000 aggregate

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Bodily Injury Property Damage	\$1,000,000 each occurrence
Commercial General Liability, including broad form contractual liability, products/completed operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of ROEMER WALLENS GOLD & MINEAUX and not those of the County. ROEMER WALLENS GOLD & MINEAUX irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 2. The provision of insurance by ROEMER WALLENS GOLD & MINEAUX shall not in any way limit ROEMER WALLENS GOLD & MINEAUX 's liability under this agreement. ROEMER WALLENS GOLD & MINEAUX shall attach to this agreement certificate of insurance evidencing ROEMER WALLENS GOLD & MINEAUX 's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. ROEMER WALLENS GOLD & MINEAUX must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days' prior written notice to the County, directed to the County's Director of Risk Management and Insurance, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to ROEMER WALLENS GOLD & MINEAUX .

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede ROEMER WALLENS GOLD & MINEAUX 's start of the performance of the services (including subsequent policies purchased as renewals or replacements);

B. ROEMER WALLENS GOLD & MINEAUX will maintain similar insurance for at least 3 years following final acceptance of the services;

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C. If the insurance is terminated for any reason, ROEMER WALLENS GOLD & MINEAUX agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and

D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;

E. ROEMER WALLENS GOLD & MINEAUX shall obtain replacement insurance within thirty days, in the absence of which ROEMER WALLENS GOLD & MINEAUX shall be in breach of this Agreement.

3. In consideration of all of the foregoing, the COUNTY hereby agrees to pay ROEMER WALLENS GOLD & MINEAUX LLP a fixed monthly sum (inclusive of all normal disbursements) of Five Thousand One Hundred (\$5,100.00) dollars per month for the period April 1, 2015 through March 31, 2018.

4. In addition to the foregoing, ROEMER WALLENS GOLD & MINEAUX LLP hereby agrees that it will provide the COUNTY, as requested by the COUNTY, with those services not covered by Section 1(a) through (e) above, such as representation at the final step in administrative disciplinary proceedings against employees, representation at formal hearing before the Public Employment Relations Board, conducting investigations, and representation in labor related litigation in New York and Federal courts, at the following rates:

Partner and Senior Associate Attorney

In years 2015 and 2016, the hourly rate will be \$220.00.

In years 2017 and 2018, the hourly rate will be \$230.00.

Associate Attorney

In years 2015 and 2016, the hourly rate will be \$180.00.

In years 2017 and 2018, the hourly rate will be \$190.00.

Paralegal

In years 2015 and 2016, the hourly rate will be \$115.00.

In years 2017 and 2018, the hourly rate will be \$120.00.

The foregoing shall be exclusive of normal disbursements.

5. The COUNTY and ROEMER WALLENS GOLD & MINEAUX LLP agree that those representatives of ROEMER WALLENS GOLD & MINEAUX LLP who perform services pursuant to this agreement shall be approved in advance by the COUNTY.

6. In accordance with its standard records retention policy, ROEMER WALLENS GOLD & MINEAUX LLP will maintain all documents, papers and other items relating to our representing of the COUNTY pursuant to this retainer agreement (the "Records") for a period of four (4) years from the date ROEMER WALLENS GOLD & MINEAUX LLP cease providing the COUNTY with legal services hereunder. If COUNTY desires to maintain the records beyond that

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date, the COUNTY will need to retain its own copies or request the records in writing before the end of the four (4) year period. *After that time, all of the Records will be destroyed.*

7. The Term of this Agreement shall be from April 1, 2015 to June 30, 2016. The parties may extend this Agreement to March 31, 2018 by mutually agreeing in writing to such a renewal term prior to June 30, 2016. The COUNTY may terminate this Agreement earlier than June 30, 2016, upon thirty (30) days written notice from the COUNTY to ROEMER WALLENS GOLD & MINEAUX LLP.

8. To the extent ROEMER WALLENS GOLD & MINEAUX LLP is required to file a notice of appearance in any forum with respect to any services to be performed pursuant to this Agreement it shall specify, unless doing so would create an impermissible conflict of interest, that it is appearing "of Counsel" to the County Attorney of the County of Sullivan.

9. In the event that the COUNTY shall ask ROEMER WALLENS GOLD & MINEAUX LLP to perform any services for which there may be an hourly charge, *i.e.* any services not included in Section 1(a) through (e) of this Agreement but included in Section 3 of this Agreement, an estimate of costs and estimated budget for such services shall be provided if so requested by the County.

10. ROEMER WALLENS GOLD & MINEAUX LLP agrees that whenever this Agreement shall end, whether it runs full term or is terminated early, it shall cooperate with the County to assure the orderly, timely and professional transfer of all matter then pending to such firm or attorneys as the County may direct. As part of such transfer ROEMER WALLENS GOLD & MINEAUX LLP shall, unless otherwise barred as a matter of law, provide the County, at no additional cost, with a complete copy, whether in hard copy or electronically, of its entire file with respect to every matter handled pursuant to this agreement.

11. For the purposes of obtaining directions, approvals, information and other communications with the County, the following shall be the County's liaisons:

- A. With respect to negotiations with collective bargaining units (Section 1(a) above), such persons as the County Legislature shall from time to time designate.
- B. With respect to providing advice and/or reports (Section 1(b) through (e) above), and with respect to all additional matter (Section 3 above) the County Manager, County attorney, and Director of Human Resources as applicable.

12. ROEMER WALLENS GOLD & MINEAUX LLP shall have no authority to settle or compromise any matter being handled pursuant to this Agreement without the prior written approval of the County.

13. With respect to all additional services authorized pursuant to Section 3 above, ROEMER WALLENS GOLD & MINEAUX LLP shall provide the COUNTY with a detailed monthly statement, including a statement of all services rendered during the month and a schedule of

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all upcoming proceedings in all such matters, such as arbitration conference, court appearances, depositions and the like.

14. This Agreement may not be modified or amended in any manner except by a duly authorized writing referencing this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

The COUNTY OF SULLIVAN

By: \_\_\_\_\_  
Joshua A. Potosek, County Manager

Approved as to form:

\_\_\_\_\_  
County Attorney

ROEMER WALLENS GOLD & MINEAUX LLP

By: \_\_\_\_\_  
James W. Roemer, Jr.

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## **EXHIBIT "A"**

### **NEGOTIATION SERVICES**

The need for preparation prior to the commencement of actual bargaining is paramount to the successful outcome of any negotiation process. As such, the following is a minimal list of what is expected from the vendor prior to commencing bargaining sessions:

- Comprehensive review of existing contracts, with suggested language modifications
- Review of existing work rules and practices, with suggested modifications, if deemed appropriate
- Review of grievances and arbitrations decisions of the past six years, with advice regarding how to limit same in the future
- Review of demands presented by both County and the respective Collective Bargaining Unit Representatives
- Review of the history of any and all benefit changes over the past six years
- Review of most recent settlements in similarly situated jurisdictions
- Meet with Division and Department Heads, and relevant supervisory staff to ascertain their needs with respect to changes to the existing contract, as well as, any needed additions to the contract for the orderly functions of County business.
- Meet with the County Legislature, County Manager and other members of County government to determine their needs and review and provide advice regarding the findings resulting from the meetings with Division and Department Heads and other supervisory staff.

#### **Preparation of Demands**

After comprehensive review conducted above, vendor must prepare suggested demands for review by the County Legislature, County Manager and other members of County government as directed by the County Legislature and/or the County Manager.

#### **Selection of Negotiating Team**

The vendor shall work with all members of the Negotiating Team as appointed by the County Legislature after discussion and in consultation with County Manager.

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### **Participation in Negotiations**

Full participation in all phases of negotiations including renegotiation preparatory sessions, face-to-face meetings at the bargaining table, management caucuses, and if necessary, all phases of the impasse process. Vendor is also expected to maintain a detailed record of the negotiations for use in future proceedings. A copy of the aforesaid detailed records shall be provided to the County upon request.

### **Communications**

Vendor will meet with members of the Legislature, County Manager and members of the Negotiating Team throughout the negotiation process to inform them of the progress of the negotiations and to recommend position modifications.

### **Drafting the Contract**

All changes agreed upon in the negotiations process will be reduced to contract language which accurately reflects the agreement and is readily understood by both the applicable Collective Bargaining Unit and Management representatives, as well as other persons not present at the bargaining table, such as arbitrators.

### **Ratification**

After a tentative agreement has been entered into, vendor must present said agreement to the County Legislature for approval. Vendor must fully inform the Legislature regarding the proposed agreement and answer any and all questions posed.

### **Management Informational Sessions**

At the conclusion of negotiations, vendor shall identify and explain any and all changes to Division and Department Heads and supervisors. Vendor shall provide general information regarding reasons for the changes or failure to achieve desired changes.

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

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE**

**RESOLUTION TO CREATE ONE (1) NEW POSITION IN THE CENTER FOR  
WORKFORCE DEVELOPMENT**

**WHEREAS**, Center for Workforce Development has been awarded grant monies through The Gerry Foundation to oversee the administration of the youth interns for the Sullivan Renaissance Gardening Internship Program, and

**WHEREAS**, the Sullivan Renaissance Gardening Internship Program operates from May 27, 2015 through August 31, 2015, and

**WHEREAS**, the Center for Workforce Development currently has seventeen (17) Youth Internship positions and the program is expanding to accommodate eighteen (18) interns.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the creation of one additional Youth Internship position for the Center for Workforce Development.

**BE IT FURTHER RESOLVED**, that all eighteen (18) positions will be eliminated when the funding ceases to exist.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2015.

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

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO CREATE ONE (1) TEMPORARY POSITION IN THE SULLIVAN COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the Sheriff has requested that one (1) temporary Deputy Sheriff's position be created in the Sheriff's Office, and

**WHEREAS**, in order to meet the staffing needs of the Sullivan County Sheriff's Office, it is the wish of the Sullivan County Sheriff to create one (1) temporary Deputy Sheriff positions, and

**WHEREAS**, this temporary Deputy Sheriff will be employed for a time period not to exceed ninety (90) days, commencing on May 21, 2015 and expiring 90 days thereafter, or commencing at a later date and expiring no later than October 31, 2015.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the creation of one (1) temporary Deputy Sheriff position in the Sheriff's Office for the temporary staffing needs of the Sullivan County Sheriff's Office, and

**BE IT FURTHER RESOLVED**, that this one (1) temporary Deputy Sheriff position shall be effective on May 21, 2015, and shall be hereby abolished 90 days thereafter, or commencing at a later date and expiring no later than October 31, 2015, and

**BE IT FURTHER RESOLED**, that the Sheriff is hereby authorized to fill the temporary Deputy Sheriff position.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2015

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**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO SUPPORT SPECIAL NEW YORK STATE LEGISLATION TO REOPEN SECTION 511 OF THE RETIREMENT AND SOCIAL SECURITY LAW FOR SULLIVAN COUNTY DEPUTY SHERIFFS**

**WHEREAS**, the County agreed in 1996 to provide an improved retirement plan, known as Article 14-b of the Retirement and Social Security Law, specifically that provision of law known as the “Twenty-five Year Special Retirement Plan for Sheriffs, Undersheriffs and Deputy Sheriffs Directly Engaged in Criminal Law Enforcement Activities,” to members of the Sullivan County Patrolmen’s Benevolent Association who meet the criteria for this retirement plan; and

**WHEREAS**, Sheriff Deputies have to elect coverage within one year of joining the Retirement System or being appointed to the position of Deputy Sheriff for Sullivan County; and

**WHEREAS**, there is one (1) Deputy Sheriff, Jack Harb who did not elect this coverage within the one-year time period, and as a result special legislation must be enacted by the New York State Legislature for them to be covered by this special plan; and

**WHEREAS**, due to the 1996 agreement in the Collective Bargaining Agreement, the County is required to provide its Deputy Sheriffs with this special retirement plan; and

**WHEREAS**, the New York State Legislature requires that the local affected jurisdiction provide a resolution in support of this special legislation; and

**WHEREAS**, the estimated cost of moving this individual to the improved plan will be an immediate past services cost of \$1,650.00 and an increase of approximately \$2,260.00 in the annual contributions for the fiscal year ending March 31, 2016.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby provides its support of special legislation of the New York State Legislature, which will cover the above named individual to become a member of the special retirement plan 14-b or 551, the 25 year Retirement Plan, and

**BE IT FURTHER RESOLVED**, that Sullivan County assumes the additional cost required to provide the reopening of Section 551 of the Retirement and Social Security Law, pursuant to Chapter 21 of the Laws of 2007.

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2015.

**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY EXECUTIVE COMMITTEE TO  
CONVERT A PER DIEM NURSE POSITION IN THE SULLIVAN COUNTY JAIL  
BUDGET TO A FULL TIME REGISTERED PROFESSIONAL NURSE POSITION**

**WHEREAS**, the 2015 Adopted Sullivan County Budget contains a per diem nurse position #981 for the Sullivan County Jail to cover sick leave, vacation leave, etc. of full time nurses, and

**WHEREAS**, in 2014, the cost of the per diem nurse exceeded the cost of a full-time position, and

**WHEREAS**, the Sheriff's Office desires to convert the per diem nurse position #981 to a full-time Registered Professional Nurse position.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is hereby authorized to abolish a per diem nurse position and create a full-time Registered Professional Nurse position in the Sheriff's Jail Division budget A3150.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2015

**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY THE EXECUTIVE COMMITTEE  
AUTHORIZING AN AGREEMENT WITH THE COUNTY OF SULLIVAN, SULLIVAN  
COUNTY SHERIFF'S OFFICE AND ID&T/SFX MYSTERYLAND LLC**

**WHEREAS**, ID&T/SFX Mysteryland LLC is hosting an event at Bethel Woods Performing Arts Center on May 22, May 23, May 24 and May 25, 2015, and

**WHEREAS**, ID&T/SFX Mysteryland LLC desires to contract with local law enforcement agencies for the purpose of traffic control and other security services, and

**WHEREAS**, ID&T/SFX Mysteryland LLC contracted with the Sullivan County Sheriff's Office in 2014 for the purpose of traffic control and other security services, and

**WHEREAS**, the County of Sullivan and the Sullivan County Sheriff's Offices is willing enter into an agreement similar to the 2014 agreement between ID&T/SFX Mysteryland LLC and the Sullivan County Sheriff's Office to provide such traffic control and other security services provided that ID&T/SFX Mysteryland LLC reimburses the County of Sullivan for costs incurred therefrom, and

**NOW THEREFORE BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the County Manager to execute an Agreement with the County of Sullivan, the Sullivan County Sheriff's Office and ID&T/SFX Mysteryland LLC wherein the County of Sullivan is reimbursed for costs incurred by the Sullivan County Sheriff's Office for traffic control and other security services from May 22, 2015 through May 25, 2015 in a manner and format similar to the Agreement between ID&T/SFX Mysteryland LLC and the New York State Police, 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 May 21, 2015.

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

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE AN AGREEMENT WITH THE VILLAGE OF MONTICELLO FOR A PHASE I STUDY**

**WHEREAS**, there are five parcels of real property designated on the Town of Thompson Tax Map as 121.-2-1, 121.-2-2, 23.-1-66, 23.-1-67.1 & 23.-1-67.2 (“Subject Parcels”), and

**WHEREAS**, the Subject Parcels are currently subject to the an Article 11 proceeding and have been placed by the Sullivan County Treasurer on the 1138 list, and

**WHEREAS**, in order to proceed forward against the Subject Parcels in the Article 11 proceeding it is prudent to conduct an environmental review process commonly referred to as a Phase I study, and

**WHEREAS**, the Village of Monticello (“Village”) has approached the County and has offered to split the costs of the Phase I study on two of the Subject Parcels (121.-2-1, 121.-2-2) located in the Village, and

**WHEREAS**, in order to conduct the Phase I study it will be necessary to issue an RFP and hire a vendor, and

**WHEREAS**, in order to share the costs of the Phase I study for two of the subject parcels it will be necessary to enter into an agreement with the Village.

**NOW, THEREFORE, BE IT RESOLVED**, that the Office Purchasing and Central Services is hereby authorized to issue an RFP to hire a vendor to conduct the Phase I study, and

**BE IT FURTHER RESOLVED**, that the County Manager is hereby authorized to execute agreement(s) with the Village and the chosen vendor to conduct the Phase I study, all said agreement(s) to be in such a form approved by the County Attorney’s Office, and

**BE IT FURTHER RESOLVED**, that the County Legislature authorizes funds in an amount not to exceed \$3,500. to pay the chosen vendor to conduct the Phase I study.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2007.

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