



AGENDA

Legislative Monthly Meeting for December 15, 2016 at 2:00PM

Call to Order

Pledge of Allegiance

Roll Call of Legislators

Communications

Presentation:

CRMC Employee Health

S.C. Probation Officers

Public Comment

Resolutions:

1. Apportion the Mortgage Tax
2. Modify the 2016 County Budget
3. Adopt the Sullivan County "Home Grown Artists" Exhibition Program
4. Authorize Municipal Agreement with the Energy Improvement Corporation to implement the Energize New York Benefit Finance Program
5. Authorize contract with the New York State Department of Health (EI Program)
6. Authorize contract with Westchester County Department of Corrections
7. Authorize contract with Oneida County Sheriff to provide security for inmates
8. Authorize contract with Elot Electronics Recycling, Inc.
9. Authorize contract with Hudson Transit Lines for public transportation
10. Authorize contract for the 2017 Lawn Mowing Services
11. Authorize contract with the NYS Unified Court System for cleaning services etc.
12. Authorize contract renewal with Town of Cohecton to lease town owned property
13. Correct the 2015 Tax Roll RO 17.-1-36.5 to Darbee, Jr.
14. Modify resolution No. 436-16 to include Hamer Enterprises

Full Board Addendum

Recognition of Legislators

Announcements from Chair

Adjournment or Close

**RESOLUTION NO. INTRODUCED BY MANAGEMENT AND BUDGET
COMMITTEE TO MODIFY THE 2016 COUNTY BUDGET**

WHEREAS, the County of Sullivan Budget requires modification,

NOW, THEREFORE, BE IT RESOLVED, that the attached budgetary transfers for 2016 be authorized.

Moved by:

Seconded by:

December 2016 Budget Modifications (Resolution)
 Modifications to the 2016 Sullivan County Budget

G/L Account	Revenue		Revenue		Appropriation		Appropriation	
	Increase	Decrease	Increase	Decrease	Increase	Decrease	Increase	Decrease
A-1165-47-4724 - DEPT DRUG FORFEITURE PROCEEDS NYS			53,203		53,203			
A-1165-R2626-R307 - FORFEITR CRIME PROCD S STATE							6,425	
A-1320-40-4002 - CONTRACT ACCOUNT/AUDIT/ACTUARIAL SERVICES					121,831			
A-1420-40-4008 - CONTRACT LEGAL SERVICES					11,667			
A-1450-42-4205 - OFFICE PRINTING			11,667					61,425
A-1450-R3089-R167 - ST AID GEN GOV DEPARTMENTAL AID							45,000	
A-1989-99-47-4736 - DEPT CONTINGENT							2,500	
A-1989-99-47-4736 - DEPT CONTINGENT								1,000
A-3110-29-21-2105 - FIXED AUTOMOTIVE EQUIP								2,500
A-3110-29-42-4205 - OFFICE PRINTING								1,000
A-3110-29-42-4206 - OFFICE PUBLICATIONS								2,500
A-3110-29-42-4208 - OFFICE COPIER LEASE								3,000
A-3110-29-45-4541 - SPEC DEPT SUPPLY SM EQUIP TOOLS APPLNCS, SM ELECT								3,000
A-3110-29-46-4612 - MISC SERV/EXP EMPL TRAINING								1,000
A-3110-29-47-4724 - DEPT DRUG FORFEITURE PROCEEDS NYS								2,500
A-3110-29-47-4745 - DEPT ALCOHOL/DRUG TESTING								1,000
A-3110-29-R1510-R322 - SHERIFF FEE TRANSPRT - MINORS			8,000					
A-3110-29-R2626-R247 - FORFEITR CRIME PROCD S MISC FEE/REIMBURSMNT			28,500					
A-3110-29-R4320-R232 - FED AID CRIME CONTRL LAW ENFRMNT TERRORISM PREVNTN					90,000			
A-3110-29-R4320-R424 - FED AID CRIME CONTRL BYRNE/JAG			40,000					
A-3110-30-42-4205 - OFFICE PRINTING							4,500	
A-3150-41-4103 - AUTO/TRAVEL MEALS								3,000
A-3150-41-4105 - AUTO/TRAVEL REGISTRATION FEES								1,000
A-3150-42-4207 - OFFICE FURNITURE							2,000	
A-3150-45-4508 - SPEC DEPT SUPPLY PRISONER RELATED							6,000	
A-3150-45-4510 - SPEC DEPT SUPPLY CLEANING/FOOD PREP							3,000	
A-3150-45-4526 - SPEC DEPT SUPPLY PAINT								2,000
A-3150-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE							5,000	
A-3150-47-4738 - DEPT LAUNDRY/LINENS								1,000
A-3150-47-4740 - DEPT MEDICAL - OUTPATIENT SERVICES							20,000	
A-3150-47-4751 - DEPT PRISONER HOUSING							55,000	
A-3150-R1510-R282 - SHERIFF FEE REIMBURSE - PAYROLL			54,000					

December 2016 Budget Modifications (Resolution)
 Modifications to the 2016 Sullivan County Budget

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-3150-R1510-R304 - SHERIFF FEE SOCIAL SECURITY FINDERS FEE		2,500		
A-3150-R2450-R247 - COMMISSIONS MISC FEE/REIMBURSMINT	67,000			
A-4010-206-42-4207 - OFFICE FURNITURE			300	1,799
A-4010-206-47-4767 - DEPT NYS/US REGLTRY FEES/FINES/ASSESS				300
A-4010-206-47-4774 - DEPT PUBLIC HEALTH EDUCATION		648		410
A-4010-206-R3401-R167 - ST AID PUBLIC HEALTH DEPARTMENTAL AID				
A-4010-33-42-4204 - OFFICE POSTAGE			1,200	
A-4010-33-42-4207 - OFFICE FURNITURE			2,650	
A-4010-33-43-4308 - COMPUTER MIS CHARGEBACKS				700
A-4010-33-43-4311 - COMPUTER WEBINAR AND RELATED EXPENSES			2,000	
A-4010-33-45-4507 - SPEC DEPT SUPPLY MEDICAL/CLINICAL				4,240
A-4010-33-46-4603 - MISC SERV/EXP EMPL UNIFORM ALLOWANCE				500
A-4010-33-47-4774 - DEPT PUBLIC HEALTH EDUCATION				1,000
A-4010-34-41-4105 - AUTO/TRAVEL REGISTRATION FEES				434
A-4010-34-42-4204 - OFFICE POSTAGE				1,000
A-4010-34-46-4608 - MISC SERV/EXP EMPL TUITION REFUNDS			2,434	
A-4010-34-47-4701 - DEPT RENTALS				400
A-4010-36-42-4205 - OFFICE PRINTING			400	
A-4010-36-43-4308 - COMPUTER MIS CHARGEBACKS			1,300	
A-4010-36-44-4406 - UTILITY WIRELESS COMMUNICATIONS				
A-4010-36-R4401-R167 - FED AID PUBLIC HEALTH DEPARTMENTAL AID	1,300			
A-4010-44-41-4105 - AUTO/TRAVEL REGISTRATION FEES			50	50
A-4010-44-42-4203 - OFFICE OFFICE SUPPLIES				394
A-4050-41-4102 - AUTO/TRAVEL LODGING				200
A-4050-41-4104 - AUTO/TRAVEL MILEAGE/TOLLS				270
A-4050-41-4105 - AUTO/TRAVEL REGISTRATION FEES				490
A-4050-41-4108 - AUTO/TRAVEL AUTO TRAVEL OTHER				500
A-4050-42-4204 - OFFICE POSTAGE			250	
A-4050-42-4207 - OFFICE FURNITURE				200
A-4050-44-4405 - UTILITY PHONE LAND LINES				893
A-4050-45-4501 - SPEC DEPT SUPPLY SPEC DEPT SUPPLY MISC/OTHER				
A-4050-45-4507 - SPEC DEPT SUPPLY MEDICAL/CLINICAL			6,630	

December 2016 Budget Modifications (Resolution)
 Modifications to the 2016 Sullivan County Budget

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-4050-45-4509 - SPEC DEPT SUPPLY PATIENT EDUCATNL MATERIAL				1,294
A-4050-47-4702 - DEPT EQUIP SERVICE/REPAIRS				100
A-4050-47-4710 - DEPT DEPT MISC/OTHER				375
A-4050-47-4774 - DEPT PUBLIC HEALTH EDUCATION				365
A-4050-R3401-R167 - ST AID PUBLIC HEALTH DEPARTMENTAL AID	648			7,215
A-4059-40-4012 - CONTRACT EARLY INTERVENTION			3,500	
A-4059-41-4107 - AUTO/TRAVEL VOLUNTEER/CLIENT			280	100
A-4059-42-4203 - OFFICE OFFICE SUPPLIES				
A-4059-42-4207 - OFFICE FURNITURE		3,535		
A-4059-R3449-R167 - ST AID EARLY INTERVENTN DEPARTMENTAL AID			40,230	
A-9950-90-9005 - TRANSFERS TRANSFERS CAPITAL PROJECT*			428,850	220,985
General Fund Total	264,318	96,683		
H42-3997-40-4006 - CONTRACT ENGINEER/ARCHITECT/DESIGN SERV*			40,230	
H42-3997-R5031-R209 - INTERFUND TRANSFR GENERAL FUND*	40,230			

*This budget modification authorizes the transfer of funds to H-42 Capital Account from the assigned unappropriated fund balance for "Construction/Repair Buildings" to pay previously authorized agreements per resolutions 8-06, 302-14, 301-14 and 300-14.

RESOLUTION NO. ___ INTRODUCED BY THE MANAGEMENT AND BUDGET COMMITTEE TO AUTHORIZE THE SULLIVAN COUNTY LEGISLATURE TO ADOPT THE SULLIVAN COUNTY “HOME GROWN ARTISTS” EXHIBITION PROGRAM

WHEREAS, the Sullivan County Legislature (“Legislature”) wishes to support the request of local residents and artists to have their artwork considered for display in and around the County Government Center building located in Monticello, New York, and

WHEREAS, in order to have an organized and fair process for selection, duration and placement of artwork, the Legislature wishes to create an Artwork Exhibition Program, and

WHEREAS, the Program is to outline the authority and responsibility of a volunteer Artwork Exhibition Review Panel and to permit review of artwork in an objective and meaningful manner.

NOW THEREFORE BE IT RESOLVED, the Legislature hereby adopts and implements the Sullivan County “Home Grown Artists” Exhibition Program attached to this Resolution.

**Moved by
seconded by
and adopted on motion**

SULLIVAN COUNTY "HOME GROWN ARTISTS" EXHIBITION PROGRAM

The Sullivan County Legislature wishes to support the request of local residents and artists to have their artwork considered for display in and around the County Government Center building located in Monticello, New York. In order to have an organized and fair process for selection, duration and placement of artwork, the Legislature hereby creates the Artwork Exhibition Program and outlines the authority and responsibility of a volunteer Artwork Exhibit Review Panel (hereafter, the "Panel") and general process to be followed.

SULLIVAN COUNTY EXHIBIT REVIEW PANEL

The Panel shall consist of no more than five (5) volunteer members. The County Manager shall appoint members of the Panel, subject to approval by the County Legislature. Each member shall have a three year term, and may seek one additional three year term, upon recommendation of the County Manager and approval by the County Legislature. The Legislature shall have the discretion to remove a member for cause.

A) MEMBERS

Members of the Panel shall consist of no more than five (5) residents from throughout the County of Sullivan who lead, are involved, are employed or volunteer in the Sullivan County arts community.

The County Manager or his designee shall be a non-voting member of the Panel.

B) PROCEDURE FOR SELECTION OF ARTWORK

Unless otherwise approved, artwork shall be rotated at least once a year.

Artwork is to reflect various interests of residents of the County and is meant to demonstrate the depth and breadth of creative skills. In addition to local artists, artwork may be sought from places and organizations such as schools, arts councils, business entities, hospitals, community residences, correctional institutions, and libraries.

The Panel shall advertise the ability of local artists to submit photographic images of the artwork they seek to have displayed along with a description that includes the title, medium, physical size (dimensions) and any special considerations requested or required.

Submissions are to be directed to the Panel.

At the close of the submission process, the Panel shall meet to review each submission and ultimately determine the number and placement of the items selected. Every effort will be made to make a determination within three weeks of the close of the submission process. The artist, organization or applicant representative will be notified of the works selected for the exhibit, the anticipated placement of the artwork and the approximate duration of the display.

The Panel will coordinate with the County Manager and Commissioner of Public Works with regard to placement.

An artist may seek the removal of his/her artwork at any time, upon reasonable notice to the Panel and the Panel's notification to the County Manager and Commissioner.

C. PANEL DISCRETION

The Panel shall have discretion with regard to the selection of artwork and shall work with the County Manager and Commissioner of Public Works with regard to placement, movement and/or removal of artwork and duration of the particular exhibit. It is understood that hanging displays will take into consideration the channel moldings on the walls of the Government Center.

Consideration of artwork may include the nature of the community, season of the year, current events, social movements, influential cultural or historical leaders and related topics. In addition to the foregoing, consideration will include lighting, security, and other building and/or physical limitations of the surrounding property. The Panel may select a theme for a particular display (e.g., nature, season of the year, geography, social awareness, national holidays or events, scholastic achievements, sports) or a particular group of artists (e.g., school children, seniors, professional artists, casual artists, residents with special needs, as well as the medium used (wood, metal, paper, etc.)

Notwithstanding the above, due to the location and use of the Government Center building by individuals who vary greatly in age, interests and sensitivities, artwork which is profane or obscene shall not be considered for exhibition.

D. LIMITATION OF LIABILITY

As part of the application process, Artists shall be required to sign a waiver of liability in favor of the County of Sullivan and the Panel. This waiver of liability shall acknowledge that the artwork selected may be placed inside or on the grounds of the County Government Center building; however, neither the County nor the Panel will be responsible for theft or destruction of any artwork. In other words, artwork will be placed at the artist's risk. This limitation of liability notwithstanding, County Government Center building is securely locked at the close of business each day (generally 5 p.m. to 7 a.m., subject to specific uses of the buildings) and from Friday evening until Monday morning.

Complaints about artwork selected and displayed shall be directed to the Panel.

RESOLUTION NO. ___, INTRODUCED BY THE AGRICULTURE AND SUSTAINABILITY POLICY COMMITTEE, TO AUTHORIZE THE SULLIVAN COUNTY MANAGER TO ENTER INTO A MUNICIPAL AGREEMENT WITH THE ENERGY IMPROVEMENT CORPORATION TO IMPLEMENT THE ENERGIZE NEW YORK BENEFIT FINANCE PROGRAM PURSUANT TO LOCAL LAW NO. 3-2016, TOGETHER WITH A MEMBERSHIP LETTER REQUESTING MODIFICATIONS TO THE PROGRAM FOR THE COUNTY OF SULLIVAN

WHEREAS, on November 17, 2016, the Sullivan County Legislature enacted Local Law No. 3-2016 to establish a sustainable energy loan program (the “Program”) in the County of Sullivan (the “County”) and in connection therewith to authorize the Energy Improvement Corporation (“EIC”), a local development corporation organized under §1411 of the New York Not-For-Profit Corporation Law, to act on behalf of the County to finance the acquisition, construction and installation of renewable energy systems and energy efficiency improvements for qualified property owners; and

WHEREAS, in order to implement the Local Law, the County must enter into a Municipal Agreement with EIC, a copy of the form of which is attached hereto; and

WHEREAS, pursuant to Section 3 of the Municipal Agreement, the County is permitted to request modifications to the Program by limiting the types of properties which may receive financing for energy improvements and the total amount of financing available within the County; and

WHEREAS, a draft letter requesting that the County be considered for membership in EIC, together with the County’s proposed modifications to the Program (the “Membership Letter”), also is attached hereto.

NOW THEREFORE BE IT RESOLVED, that the County Manager is hereby authorized to execute the Municipal Agreement with EIC and the Membership Letter, each in the form attached hereto, with such modifications as to form that the County Attorney’s office recommends or deems necessary.

Moved _____

ENERGY IMPROVEMENT CORPORATION
MUNICIPAL AGREEMENT

This Agreement made as of this ___ day of _____, 20__ (the “Agreement”), by and between the **County of Sullivan** (the “Municipality”) and the Energy Improvement Corporation (“EIC”) (both the Municipality and EIC may hereinafter be referred to individually as a “Party” and collectively as the “Parties”), sets forth the duties and obligations of each Party in connection with the Municipality’s participation in the Energize New York Benefit Finance Program (the “Program”).

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the “Energy Improvements”) on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have established by local law, pursuant to Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the issuance of financing to the owners of real property located within the Participating Municipality to finance Energy Improvements, and have authorized EIC to act on behalf of the Participating Municipality to carry out the Program through, among other things, the issuance of financing to property owners within such Participating Municipality, and have met the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality adopted Local Law **No. 3-2016** on **November 17, 2016**, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- a) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements (“Property Owner(s)”), and approve or disapprove such applications in accordance with underwriting procedures and requirements established by EIC.
- b) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of financings to be approved pursuant to the requirements of the Program.
- c) Execute finance agreements (the “Finance Agreement”) by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements, which shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements (upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property”). Copies of all executed Finance Agreements for all Benefited Properties within the Municipality shall be provided to the Municipality by EIC upon execution.
- d) Receive and review the certificates of completion submitted by the Property Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such certificate in accordance with the terms of the Finance Agreement and the Program.
- e) Deliver to the Municipality an annual report (the “Annual Report”) three months prior to when Municipal Taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
 - i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
 - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be identified in the Annual

Report by address and Tax Map Identification (i.e. section, block and lot);

- iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
 - iv. For each non-satisfied Benefited Property (including each newly approved Benefited Property):
 - a. the date of the Financing Agreement,
 - b. the notional amount of the financing,
 - c. the total principal balance and accrued interest outstanding,
 - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property (including the amount of accrued interest on the initial payment, if different);
 - v. the total annual payment due to EIC from all Benefited Properties in the Participating Municipality (which shall include principal and accrued interest), which shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to the Municipality as part of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;
 - vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.
- f) Create an account (the “EIC Trust Account”) held by a trustee that will accept payments from the Municipality made in accordance with Paragraph 2(d) below, and create a separate account (the “EIC Administrative Fee Account”) to receive the transfer of those funds deposited within the EIC Trust Account that constitute payment of EIC administrative fees;
 - g) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
 - h) Upon EIC’s receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the Financing Agreement;

2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.
- c) Within thirty (30) days of the due date of the municipal taxes, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust Account in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure to deliver payments to EIC would be considered an event of default hereunder.
- d) Deliver to EIC an annual delinquency report (the "Delinquency Report") no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

3. Program Modification

The Municipality may modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality. The Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations

owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non-Payment

- a) Failure of a Participating Municipality to deliver payments to EIC within thirty (30) days of when due shall be considered an event of default and EIC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.

5. Terms of Membership

The Municipality understands and agrees that membership in EIC is at the discretion of the Board of Directors of EIC and is conditional upon satisfying the membership criteria established by the EIC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of EIC. If a Participating Municipality's bond credit rating drops below "A" as rated by Standard and Poors and/or "A2" as rated by Moodys and/or "A" by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality.

6. Reserve Funds and Permanent Loss

- a) EIC shall maintain one or more reserve funds (each a "Reserve Fund", collectively, the "Reserve Funds") to protect and compensate EIC, Participating Municipalities, lenders of funds to EIC, and other third parties approved by EIC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. All Reserve Funds will be held at a bank or trust company located and authorized to do business in NYS. Reserve Funds will be invested in accordance with the investment guidelines approved by EIC (the "Investment Guidelines") as may be amended from time to time.
- b) EIC reserves the right to refuse to make a financing to a property located within a Member Municipality in the event EIC determines, in its sole discretion, that there are inadequate reserve funds.
- c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a

result of the non-payment of taxes (“Permanent Loss”) . In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to EIC as required hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC’s sole discretion.

- a) If the Municipality fails to make a required payment to EIC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to EIC all such penalties or interest attributable to the charge collected by the Municipality on behalf of EIC.
- b) EIC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) EIC may suspend the Municipality’s membership in EIC.

8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party’s execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

9. No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective duties and obligations hereunder.

10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:

Mark Thielking
Energy Improvement Corporation
321 Bedford Rd,
Bedford Hills, NY 10507

Kathryn Hoenig
Energy Improvement Corporation
321 Bedford Rd,
Bedford Hills, NY 10507

Attention: Mark Thielking
Kathryn Hoenig

E-mail: mark@energizeny.org
kathrynh@energizeny.org

With a copy to:

James Staudt, Esq.
McCullough, Goldberger & Staudt, LLP
1311 Mamaroneck Avenue, Suite 340
White Plains, N.Y. 10605
E-mail: jstaudt@mgslawyers.com

MUNICIPALITY: County of Sullivan

Mr. Josh Potosek
Office of the County Manager
Sullivan County Government Center
100 North Street
P.O. Box 5012
Monticello, NY 12701

Email: Joshua.Potosek@co.sullivan.ny.us

With a copy to:

Cheryl McCausland, Esq.
Office of the County Attorney
Sullivan County Government Center

100 North Street
P.O. Box 5012
Monticello, NY 12701

Email: Cheryl.McCausland@co.sullivan.ny.us

Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____, 20__

Energy Improvement Corporation

By: _____

PRINT NAME:

Date: _____, 20__

County of Sullivan

By: _____

Josh Potosek
County Manager

COUNTY MANAGER LETTERHEAD

[EIC Membership Letter and Request for Modification]

[Date]

Mr. Mark F. Thielking
Executive Director
Energy Improvement Corporation
321 Bedford Road,
Bedford Hills, NY 10507

Re: Municipal Agreement with the County of Sullivan

Dear Mark,

I am writing to request that our municipality, the County of Sullivan (the “County”), be considered for membership of the Energy Improvement Corporation (“EIC”). As per the requirements for admission, our current credit rating is at least “A” and/or “A2”, and we have passed the Energize NY Benefit Finance local law¹. In addition, the County has executed the form of Municipal Agreement with EIC, two (2) originals of which are attached hereto. We acknowledge our duty to participate in the EIC Annual meeting to be held on or about March 31 of every year if our application is successful.

Pursuant to Section 3 (Program Modification) of the proposed Municipal Agreement between the County and EIC, the County may limit the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the County. By this letter, the County requests the following such limitations:

1. Financing shall not be issued for properties whose owners have failed in the current and/or three previous years to make timely payment of property taxes on any property within the County in which they have an ownership interest.

This limitation shall be achieved by the EIC’s notification of the County Treasury’s office (Sullivan County Treasurer, 100 North Street, PO Box 5012, Monticello, NY 12701) of all applicants for financings. The County Treasurer’s office shall subsequently notify the EIC of any such delinquencies. It is understood and acknowledged that the EIC is not responsible for the accuracy of information provided by the County Treasurer’s office regarding such delinquencies.

2. Financing shall not be issued for facilities housing a business engaged in the wholesale or retail distribution of petroleum products which are stored on the property in underground storage tanks, nor to other properties determined by the County to present a high risk of environmental contamination.

¹ Local Law No. 3-2016 (November 17, 2016).

This limitation shall be achieved by the EIC's refraining from soliciting or accepting applications for properties known to be engaged in the wholesale or retail distribution of petroleum products, and by notifying the County's Division of Planning and Environmental Management (Sullivan County Division of Planning and Environmental Management, 100 North Street, PO Box 5012, Monticello, NY 12701) of all applications for financing. The Division shall subsequently notify the EIC as to whether the property is eligible for financing. It is acknowledged that the EIC is not responsible for the accuracy of the information provided by the Division.

3. Financing shall not be issued for facilities housing a business who's primary use is determined to be a restaurant or other eatery.

This limitation shall be achieved by the EIC's refraining from soliciting or accepting applications for properties known to have as their primary use a restaurant or eatery, and by notifying the County's Division of Planning and Environmental Management (Sullivan County Division of Planning and Environmental Management, 100 North Street, PO Box 5012, Monticello, NY 12701) of all applications for financing. The Division shall subsequently notify the EIC as to whether the property is eligible for financing. It is acknowledged that the EIC is not responsible for the accuracy of the information provided by the Division.

4. The cumulative amount of outstanding loans being issued under the Municipal Agreement shall not at any time exceed \$3 million.
5. Should EIC default in any of its obligations hereunder after a notification of such default by the County and a 10-day period to cure the default, the County may cease to authorize any new financing.

Additionally, the County wishes to formally advise the Board of its expectation and agreement that the EIC will make every effort to invite and engage contractors in Sullivan County in the training and orientation sessions intended to prepare contractors for participation in the projects financed within the County.

The County greatly appreciates the time that you have spent to promote awareness and understanding of the Energize NY program within the County. We look forward to the implementation phase of this initiative and to a long relationship with the Board.

Sincerely,

Joshua Potosek
County Manager

Letter to Mr. Mark F. Thielking
Energy Improvement Corporation
[Date]
Page 3

Cc: Kathryn L. Hoenig, Chief Operating Officer
Energy Improvement Corporation
Luis Alvarez, Chair, Sullivan County Legislature
Cheryl McCausland, Sullivan County Attorney
Nancy Buck, Sullivan County Treasurer
Freda Eisenberg, Sullivan County Commissioner of
Planning and Environmental Management

RESOLUTION NO ____ INTRODUCED BY THE PUBLIC SAFETY COMMITTEE TO AUTHORIZE THE SULLIVAN COUNTY MANAGER AND SULLIVAN COUNTY SHERIFF TO ENTER INTO AN AGREEMENT WITH WESTCHESTER COUNTY (DEPARTMENT OF CORRECTIONS) TO HOUSE SULLIVAN COUNTY INMATES FOR MEDICAL TREATMENT AT THE WESTCHESTER COUNTY MEDICAL CENTER

WHEREAS, the Sullivan County Jail houses inmates who, on occasion, require medical treatment not available in Sullivan County, and

WHEREAS, the Sheriff of Sullivan County must be able to use the Westchester County Medical Center when needed, and

WHEREAS, Westchester County (Department of Corrections) has agreed to enter into an agreement in which they will receive and keep inmates of the Sullivan County Jail who are in need of medical treatment at the Westchester County Medical Center, at a rate not to exceed \$160.00 per day, per inmate.

WHEREAS, the contract will be in effect from January 1, 2017 through December 31, 2020.

NOW THEREFORE BE IT RESOLVED, that the Sullivan County Manager and Sullivan County Sheriff are hereby authorized to enter into a contract with the Westchester County (Department of Corrections) to house Sullivan County Jail inmates who are in need of medical treatment at the Westchester County Medical Center, and

BE IT FURTHER RESOLVED, that the form of such agreement shall be approved by the Sullivan County Attorney's Office.

Moved ____

RESOLUTION NO. _____ INTRODUCED BY THE PUBLIC SAFETY COMMITTEE TO AUTHORIZE THE SULLIVAN COUNTY MANAGER AND SULLIVAN COUNTY SHERIFF TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY AND THE ONEIDA COUNTY SHERIFF TO PROVIDE FOR SECURITY FOR INMATES RECEIVING MENTAL HEALTH TREATMENT AT CENTRAL NEW YORK PSYCHIATRIC CENTER IN MARCY, NEW YORK

WHEREAS, the Sullivan County Sheriff sends inmates of the Sullivan County Jail to the Central New York Psychiatric Center in Marcy, New York for mental health treatment, and

WHEREAS, Oneida County and the Oneida County Sheriff have agreed to furnish deputies to provide for the security of such inmates at a rate of \$185.00 per day, per inmate, and

WHEREAS, the contract will be in effect from January 1, 2017 through December 31, 2019.

NOW THEREFORE BE IT RESOLVED, that the County Manager and Sullivan County Sheriff are hereby authorized to execute a contract with Oneida County and the Oneida County Sheriff's Office, and

BE IT FURTHER RESOLVED, that the form of such agreement shall be approved by the Sullivan County Attorney's Office.

Moved _____

**RESOLUTION NO. INTRODUCED BY PUBLIC WORKS COMMITTEE
TO AUTHORIZE AWARD & EXECUTION OF CONTRACT WITH ELOT
ELECTRONICS RECYCLING, INC.**

WHEREAS, bids were received for the Collection, Removal and Recycling of Electronic Scrap, LED Lamps, Fluorescent Bulbs/Ballasts and Disposable/Rechargeable Batteries for Sullivan County Facilities; and

WHEREAS, eLot Electronics Recycling, Inc, 64 Hannay Lane, Glenmont, NY 12077, is the lowest responsible bidder for this service in accordance with Bid No. B-16-63; and

WHEREAS, the Sullivan County Division of Public Works has approved said bid and recommends that a contract be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute a contract with eLot Electronics Recycling, Inc., as per the unit costs contained in Bid No. B-16-63, for a cost not to exceed \$65, 000, and shall be in such form as the County Attorney shall approve.

Moved by _____,
Seconded by _____,
and adopted on motion _____, **2016.**

**RESOLUTION NO. _____ INTRODUCED BY PUBLIC WORKS COMMITTEE
TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT
WITH HUDSON TRANSIT LINES, INC. FOR THE PROVISION OF PUBLIC
TRANSPORTATION**

WHEREAS, pursuant to Resolution No. 585-07 adopted by the Sullivan County Legislature on December 20, 2007 the County entered into an agreement with Hudson Transit Lines, Inc. for the provision of public transportation; and

WHEREAS, it is in the best interest of the County to continue having Hudson Transit Lines, Inc. continue to provide such services.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to enter into an agreement with Hudson Transit Lines, Inc. for the provision of public transportation for the year 2017 at a cost not to exceed \$65,000; and

BE IT FURTHER RESOLVED, that the form of said contract will be approved by the Sullivan County Department of Law.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

**RESOLUTION NO. INTRODUCED BY PUBLIC WORKS COMMITTEE
TO AUTHORIZE AWARD AND EXECUTION OF CONTRACT FOR THE 2017 LAWN
MOWING SERVICES**

WHEREAS, bids were received for 2017 Lawn Mowing Services; and

WHEREAS, the following vendors are the lowest responsible bidder for various sites;
and

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

Sennett Lawn Maintenance, LLC, Youngsville, New York

.Government Center (power edging included)	= \$324.50/cut
.Courthouse/Sheriff's Department/Jail Complex	= \$160.00/cut
.Veteran's Cemetery	= \$199.50/cut
.Liberty Complex	= \$824.50/cut
.Sullivan County Airport (power edging ONLY)	= \$300.00/cut

Thiele Landscaping, Glen Spey, New York

.Stone Arch Bridge Historical Park	= \$200.00/cut
.Lake Superior State Park	= \$600.00/cut
.Fort Delaware Museum	= \$175.00/cut

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute contracts with the above vendors, in accordance with Bid No. B-16-56, for the above costs, and shall be in such form as the County Attorney shall approve.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

**RESOLUTION NO. INTRODUCED BY PUBLIC WORKS COMMITTEE
TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT
WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR CLEANING
SERVICES AS WELL AS MINOR AND EMERGENCY REPAIRS**

WHEREAS, the County of Sullivan per Resolution 9-15 dated January 22, 2015, entered into an agreement with the New York State Unified Court System for cleaning services as well as minor and emergency repairs to the court facilities; and

WHEREAS, the annual payments are negotiated for each fiscal year; and

WHEREAS, for the fiscal period April 1, 2016 – March 31, 2017 the Unified Court System is prepared to pay the County \$241,749 for its services.

NOW, THEREFORE, BE IT RESOLVED, that the County of Sullivan will accept \$241,749 for its services to the Unified Court System for the period April 1, 2016 – March 31, 2017 with future payments to be negotiated annually.

BE IT FURTHER RESOLVED, that the County Manager be hereby authorized to execute the annual renewal letter from the State of New York Unified Court System.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

**RESOLUTION NO. INTRODUCED BY PUBLIC WORKS COMMITTEE TO
AUTHORIZE THE RENEWAL OF THE CONTRACT WITH THE TOWN OF
COCHECTON TO LEASE TOWN OWNED PROPERTY TO THE COUNTY FOR THE
OPERATION OF THE WESTERN SULLIVAN TRANSFER STATION**

WHEREAS, the County has been operating a solid waste transfer and recycling station on the lands owned by the Town of Cochection; and

WHEREAS, the County desires to continue to operate a temporary regional solid waste transfer recycling station for the period of one (1) year; and

WHEREAS, the Town desires to continue to lease Town owned property to the County to operate a temporary regional solid waste transfer and recycling station for one (1) year at the cost of \$10,000.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be authorized to execute a lease renewal under terms and conditions acceptable to the County Manager, in such form as approved by the County Attorney.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL
MANAGEMENT AND REAL PROPERTY COMMITTEE TO
CORRECT THE 2015 TAX ROLL OF THE TOWN OF ROCKLAND
FOR TAX MAP #17.-1-36.5**

WHEREAS, an application dated October 31, 2016 having been filed by Robert & Brittany Darbee Jr. with respect to property assessed to said applicant on the 2015 tax roll of the Town of Rockland Tax Map #17.-1-36.5 pursuant to Section 556 of the Real Property Tax Law, to correct a clerical error on the taxable portion of the tax roll due to an entry on the tax roll which is incorrect by reason of a mistake in the determination of a prorated tax charge; and

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated November 7, 2016 recommending the Sullivan County Legislature approve said application; and

WHEREAS, this legislature has duly examined the application and report and does find as follows:

(a) That the application be approved because of a clerical error.

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chairman of the County Legislature be and he hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

Moved by _____,

Seconded by _____,

and adopted on motion _____ day of _____, 2016.

Resolution No. _____

**RESOLUTION INTRODUCED BY GOVERNMENT SERVICES COMMITTEE TO AUTHORIZE
MODIFICATION OF RESOLUTION NO. 436-16**

WHEREAS, Resolution No. 436-16 was adopted by the Sullivan County Legislature on October 20, 2016, for Credit Card Processing Services (Merchant Services), with M&T Bank, for various locations throughout the County, and

WHEREAS, M&T Bank is using an additional third party partnership, eNetPay, for on-line collection solutions through Hamer Enterprises, 4200-A, North Bicentennial Drive, McAllen, Texas 78504, and

WHEREAS, the Sullivan County Treasurer recommends that the current Resolution No. 436-16 be amended to include Hamer Enterprises and a modification be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute an agreement, including Hamer Enterprises, in accordance with Request for Proposal, R-16-20, said modification agreement be in such form as the County Attorney shall approve.

Moved by _____,
Seconded by _____,
and adopted on motion _____, **2016.**



AGENDA

Legislative Monthly Meeting for December 15, 2016 at 2:00PM

Call to Order

Pledge of Allegiance

Roll Call of Legislators

Communications

Presentation:

**CRMC Employee Health
S.C. Probation Officers**

Public Comment

Resolutions:

1. Apportion the Mortgage Tax
2. Modify the 2016 County Budget
3. Adopt the Sullivan County "Home Grown Artists" Exhibition Program
4. Authorize Municipal Agreement with the Energy Improvement Corporation to implement the Energize New York Benefit Finance Program
5. Authorize contract with the New York State Department of Health (EI Program)
6. Authorize contract with Westchester County Department of Corrections
7. Authorize contract with Oneida County Sheriff to provide security for inmates
8. Authorize contract with Elot Electronics Recycling, Inc.
9. Authorize contract with Hudson Transit Lines for public transportation
10. Authorize contract for the 2017 Lawn Mowing Services
11. Authorize contract with the NYS Unified Court System for cleaning services etc.
12. Authorize contract renewal with Town of Cocheton to lease town owned property
13. Correct the 2015 Tax Roll RO 17.-1-36.5 to Darbee, Jr.
14. Modify resolution No. 436-16 to include Hamer Enterprises

Full Board Addendum

Recognition of Legislators

Announcements from Chair

Adjournment or Close

**RESOLUTION NO. INTRODUCED BY MANAGEMENT AND BUDGET COMMITTEE
TO APPORTION MORTGAGE TAX**

WHEREAS, Section 261 of the Tax Law of the State of New York requires apportionment of the mortgage tax, and

WHEREAS, the County Clerk and the County Treasurer have submitted a quarterly report, for the period of July 2016 to September 2016, to the Clerk of the Legislature, and

WHEREAS, The County Legislature has apportioned, among the various towns and incorporated villages of the County of Sullivan, the equitable share of the mortgage tax;

NOW, THEREFORE, BE IT RESOLVED, that the County Treasurer draw checks for each of the towns and villages the quarterly mortgage tax so apportioned, as follows:

TOWNS	
Bethel	21,673.95
Callicoon	9,082.85
Cochection	6,404.75
Delaware	19,155.21
Fallsburg	70,786.11
Forestburgh	5,632.58
Fremont	7,425.59
Highland	13,645.46
Liberty	19,533.10
Lumberland	13,132.74
Mamakating	57,387.24
Neversink	5,329.23
Rockland	17,718.76
Thompson	46,537.65
Tusten	13,716.64

VILLAGES	
Bloomingsburg	1,501.92
Jeffersonville	581.36
Liberty	3,547.41
Monticello	5,256.95
Woodridge	2,473.52
Wurtsboro	2,393.82

TOTAL	342,916.84
--------------	-------------------

**Moved by
adopted on motion**

seconded by

declared duly

**RESOLUTION NO. INTRODUCED BY MANAGEMENT AND BUDGET
COMMITTEE TO MODIFY THE 2016 COUNTY BUDGET**

WHEREAS, the County of Sullivan Budget requires modification,

NOW, THEREFORE, BE IT RESOLVED, that the attached budgetary transfers for 2016 be authorized.

Moved by:

Seconded by:

December 2016 Budget Modifications (Resolution)
 Modifications to the 2016 Sullivan County Budget

G/L Account	Revenue	Revenue	Revenue	Appropriation	Appropriation
	Increase	Decrease	Decrease	Increase	Decrease
A-1165-47-4724 - DEPT DRUG FORFEITURE PROCEEDS NYS	53,203			53,203	
A-1165-R2626-R307 - FORFEITR CRIME PROCDs STATE				6,425	
A-1320-40-4002 - CONTRACT ACCOUNT/AUDIT/ACTUARIAL SERVICES				121,831	
A-1420-40-4008 - CONTRACT LEGAL SERVICES				11,667	
A-1450-42-4205 - OFFICE PRINTING					61,425
A-1450-R3089-R167 - ST AID GEN GOV DEPARTMENTAL AID	11,667				121,831
A-1989-99-47-4736 - DEPT CONTINGENT					1,000
A-1989-99-47-4736 - DEPT CONTINGENT					2,500
A-3110-29-21-2105 - FIXED AUTOMOTIVE EQUIP				45,000	
A-3110-29-42-4205 - OFFICE PRINTING				2,500	
A-3110-29-42-4206 - OFFICE PUBLICATIONS					1,000
A-3110-29-42-4208 - OFFICE COPIER LEASE					2,500
A-3110-29-45-4541 - SPEC DEPT SUPPLY SM EQUIP TOOLS APPLNCS, SM ELECT				3,000	
A-3110-29-46-4612 - MISC SERV/EXP EMPL TRAINING					1,000
A-3110-29-47-4724 - DEPT DRUG FORFEITURE PROCEEDS NYS					3,000
A-3110-29-47-4745 - DEPT ALCOHOL/DRUG TESTING				28,500	
A-3110-29-R1510-R322 - SHERIFF FEE TRANSPRT - MINORS	8,000				1,000
A-3110-29-R2626-R247 - FORFEITR CRIME PROCDs MISC FEE/REIMBURSMNT	28,500				
A-3110-29-R4320-R232 - FED AID CRIME CONTRL LAW ENFRCMNT TERRORISM PREVNTN			90,000		
A-3110-29-R4320-R424 - FED AID CRIME CONTRL BYRNE/JAG	40,000				
A-3110-30-42-4205 - OFFICE PRINTING				4,500	
A-3150-41-4103 - AUTO/TRAVEL MEALS					3,000
A-3150-41-4105 - AUTO/TRAVEL REGISTRATION FEES					1,000
A-3150-42-4207 - OFFICE FURNITURE				2,000	
A-3150-45-4508 - SPEC DEPT SUPPLY PRISONER RELATED				6,000	
A-3150-45-4510 - SPEC DEPT SUPPLY CLEANING/FOOD PREP				3,000	
A-3150-45-4526 - SPEC DEPT SUPPLY PAINT					2,000
A-3150-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE				5,000	
A-3150-47-4738 - DEPT LAUNDRY/LINENS					1,000
A-3150-47-4740 - DEPT MEDICAL - OUTPATIENT SERVICES				20,000	
A-3150-47-4751 - DEPT PRISONER HOUSING				55,000	
A-3150-R1510-R282 - SHERIFF FEE REIMBURSE - PAYROLL	54,000				

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December 2016 Budget Modifications (Resolution)
 Modifications to the 2016 Sullivan County Budget

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-3150-R1510-R304 - SHERIFF FEE SOCIAL SECURITY FINDERS FEE		2,500		
A-3150-R2450-R247 - COMMISSIONS MISC FEE/REIMBURSMNT	67,000			
A-4010-206-42-4207 - OFFICE FURNITURE			300	1,799
A-4010-206-47-4767 - DEPT NYS/US REGISTRY FEES/FINES/ASSESS				300
A-4010-206-47-4774 - DEPT PUBLIC HEALTH EDUCATION				
A-4010-206-R3401-R167 - ST AID PUBLIC HEALTH DEPARTMENTAL AID		648		
A-4010-33-42-4204 - OFFICE POSTAGE				410
A-4010-33-42-4207 - OFFICE FURNITURE			1,200	
A-4010-33-43-4308 - COMPUTER MIS CHARGEBACKS			2,650	
A-4010-33-43-4311 - COMPUTER WEBINAR AND RELATED EXPENSES			2,000	700
A-4010-33-45-4507 - SPEC DEPT SUPPLY MEDICAL/CLINICAL				4,240
A-4010-33-46-4603 - MISC SERV/EXP EMPL UNIFORM ALLOWANCE				500
A-4010-33-47-4774 - DEPT PUBLIC HEALTH EDUCATION				1,000
A-4010-34-41-4105 - AUTO/TRAVEL REGISTRATION FEES				434
A-4010-34-42-4204 - OFFICE POSTAGE				1,000
A-4010-34-46-4608 - MISC SERV/EXP EMPL TUITION REFUNDS				
A-4010-34-47-4701 - DEPT RENTALS			2,434	
A-4010-36-42-4205 - OFFICE PRINTING				400
A-4010-36-43-4308 - COMPUTER MIS CHARGEBACKS			400	
A-4010-36-44-4406 - UTILITY WIRELESS COMMUNICATIONS			1,300	
A-4010-36-R4401-R167 - FED AID PUBLIC HEALTH DEPARTMENTAL AID				
A-4010-44-41-4105 - AUTO/TRAVEL REGISTRATION FEES	1,300			
A-4010-44-42-4203 - OFFICE OFFICE SUPPLIES				50
A-4050-41-4102 - AUTO/TRAVEL LODGING				394
A-4050-41-4104 - AUTO/TRAVEL MILEAGE/TOLLS				200
A-4050-41-4105 - AUTO/TRAVEL REGISTRATION FEES				270
A-4050-41-4108 - AUTO/TRAVEL AUTO TRAVEL OTHER				490
A-4050-42-4204 - OFFICE POSTAGE				500
A-4050-42-4207 - OFFICE FURNITURE			250	
A-4050-44-4405 - UTILITY PHONE LAND LINES				200
A-4050-45-4501 - SPEC DEPT SUPPLY SPEC DEPT SUPPLY MISC/OTHER				893
A-4050-45-4507 - SPEC DEPT SUPPLY MEDICAL/CLINICAL			6,630	

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December 2016 Budget Modifications (Resolution)
 Modifications to the 2016 Sullivan County Budget

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-4050-45-4509 - SPEC DEPT SUPPLY PATIENT EDUCATNL MATERIAL				1,294
A-4050-47-4702 - DEPT EQUIP SERVICE/REPAIRS				100
A-4050-47-4710 - DEPT DEPT MISC/OTHER				375
A-4050-47-4774 - DEPT PUBLIC HEALTH EDUCATION				365
A-4050-R3401-R167 - ST AID PUBLIC HEALTH DEPARTMENTAL AID	648			
A-4059-40-4012 - CONTRACT EARLY INTERVENTION				7,215
A-4059-41-4107 - AUTO/TRAVEL VOLUNTEER/CLIENT			3,500	
A-4059-42-4203 - OFFICE OFFICE SUPPLIES				100
A-4059-42-4207 - OFFICE FURNITURE			280	
A-4059-R3449-R167 - ST AID EARLY INTERVENTN DEPARTMENTAL AID		3,535		
A-9950-90-9005 - TRANSFERS TRANSFERS CAPITAL PROJECT*			40,230	
General Fund Total	264,318	96,683	428,850	220,985
H42-3997-40-4006 - CONTRACT ENGINEER/ARCHITECT/DESIGN SERV*			40,230	
H42-3997-R5031-R209 - INTERFUND TRANSFR GENERAL FUND*	40,230			

*This budget modification authorizes the transfer of funds to H-42 Capital Account from the assigned unappropriated fund balance for "Construction/Repair Buildings" to pay previously authorized agreements per resolutions 8-06, 302-14, 301-14 and 300-14.

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RESOLUTION NO. ___ INTRODUCED BY THE MANAGEMENT AND BUDGET COMMITTEE TO AUTHORIZE THE SULLIVAN COUNTY LEGISLATURE TO ADOPT THE SULLIVAN COUNTY “HOME GROWN ARTISTS” EXHIBITION PROGRAM

WHEREAS, the Sullivan County Legislature (“Legislature”) wishes to support the request of local residents and artists to have their artwork considered for display in and around the County Government Center building located in Monticello, New York, and

WHEREAS, in order to have an organized and fair process for selection, duration and placement of artwork, the Legislature wishes to create an Artwork Exhibition Program, and

WHEREAS, the Program is to outline the authority and responsibility of a volunteer Artwork Exhibition Review Panel and to permit review of artwork in an objective and meaningful manner.

NOW THEREFORE BE IT RESOLVED, the Legislature hereby adopts and implements the Sullivan County “Home Grown Artists” Exhibition Program attached to this Resolution.

**Moved by
seconded by
and adopted on motion**

SULLIVAN COUNTY "HOME GROWN ARTISTS" EXHIBITION PROGRAM

The Sullivan County Legislature wishes to support the request of local residents and artists to have their artwork considered for display in and around the County Government Center building located in Monticello, New York. In order to have an organized and fair process for selection, duration and placement of artwork, the Legislature hereby creates the Artwork Exhibition Program and outlines the authority and responsibility of a volunteer Artwork Exhibit Review Panel (hereafter, the "Panel") and general process to be followed.

SULLIVAN COUNTY EXHIBIT REVIEW PANEL

The Panel shall consist of no more than five (5) volunteer members. The County Manager shall appoint members of the Panel, subject to approval by the County Legislature. Each member shall have a three year term, and may seek one additional three year term, upon recommendation of the County Manager and approval by the County Legislature. The Legislature shall have the discretion to remove a member for cause.

A) MEMBERS

Members of the Panel shall consist of no more than five (5) residents from throughout the County of Sullivan who lead, are involved, are employed or volunteer in the Sullivan County arts community.

The County Manager or his designee shall be a non-voting member of the Panel.

B) PROCEDURE FOR SELECTION OF ARTWORK

Unless otherwise approved, artwork shall be rotated at least once a year.

Artwork is to reflect various interests of residents of the County and is meant to demonstrate the depth and breadth of creative skills. In addition to local artists, artwork may be sought from places and organizations such as schools, arts councils, business entities, hospitals, community residences, correctional institutions, and libraries.

The Panel shall advertise the ability of local artists to submit photographic images of the artwork they seek to have displayed along with a description that includes the title, medium, physical size (dimensions) and any special considerations requested or required.

Submissions are to be directed to the Panel.

At the close of the submission process, the Panel shall meet to review each submission and ultimately determine the number and placement of the items selected. Every effort will be made to make a determination within three weeks of the close of the submission process. The artist, organization or applicant representative will be notified of the works selected for the exhibit, the anticipated placement of the artwork and the approximate duration of the display.

3A

The Panel will coordinate with the County Manager and Commissioner of Public Works with regard to placement.

An artist may seek the removal of his/her artwork at any time, upon reasonable notice to the Panel and the Panel's notification to the County Manager and Commissioner.

C. PANEL DISCRETION

The Panel shall have discretion with regard to the selection of artwork and shall work with the County Manager and Commissioner of Public Works with regard to placement, movement and/or removal of artwork and duration of the particular exhibit. It is understood that hanging displays will take into consideration the channel moldings on the walls of the Government Center.

Consideration of artwork may include the nature of the community, season of the year, current events, social movements, influential cultural or historical leaders and related topics. In addition to the foregoing, consideration will include lighting, security, and other building and/or physical limitations of the surrounding property. The Panel may select a theme for a particular display (e.g., nature, season of the year, geography, social awareness, national holidays or events, scholastic achievements, sports) or a particular group of artists (e.g., school children, seniors, professional artists, casual artists, residents with special needs, as well as the medium used (wood, metal, paper, etc.)

Notwithstanding the above, due to the location and use of the Government Center building by individuals who vary greatly in age, interests and sensitivities, artwork which is profane or obscene shall not be considered for exhibition.

D. LIMITATION OF LIABILITY

As part of the application process, Artists shall be required to sign a waiver of liability in favor of the County of Sullivan and the Panel. This waiver of liability shall acknowledge that the artwork selected may be placed inside or on the grounds of the County Government Center building; however, neither the County nor the Panel will be responsible for theft or destruction of any artwork. In other words, artwork will be placed at the artist's risk. This limitation of liability notwithstanding, County Government Center building is securely locked at the close of business each day (generally 5 p.m. to 7 a.m., subject to specific uses of the buildings) and from Friday evening until Monday morning.

Complaints about artwork selected and displayed shall be directed to the Panel.

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RESOLUTION NO. ___, INTRODUCED BY THE AGRICULTURE AND SUSTAINABILITY POLICY COMMITTEE, TO AUTHORIZE THE SULLIVAN COUNTY MANAGER TO ENTER INTO A MUNICIPAL AGREEMENT WITH THE ENERGY IMPROVEMENT CORPORATION TO IMPLEMENT THE ENERGIZE NEW YORK BENEFIT FINANCE PROGRAM PURSUANT TO LOCAL LAW NO. 3-2016, TOGETHER WITH A MEMBERSHIP LETTER REQUESTING MODIFICATIONS TO THE PROGRAM FOR THE COUNTY OF SULLIVAN

WHEREAS, on November 17, 2016, the Sullivan County Legislature enacted Local Law No. 3-2016 to establish a sustainable energy loan program (the “Program”) in the County of Sullivan (the “County”) and in connection therewith to authorize the Energy Improvement Corporation (“EIC”), a local development corporation organized under §1411 of the New York Not-For-Profit Corporation Law, to act on behalf of the County to finance the acquisition, construction and installation of renewable energy systems and energy efficiency improvements for qualified property owners; and

WHEREAS, in order to implement the Local Law, the County must enter into a Municipal Agreement with EIC, a copy of the form of which is attached hereto; and

WHEREAS, pursuant to Section 3 of the Municipal Agreement, the County is permitted to request modifications to the Program by limiting the types of properties which may receive financing for energy improvements and the total amount of financing available within the County; and

WHEREAS, a draft letter requesting that the County be considered for membership in EIC, together with the County’s proposed modifications to the Program (the “Membership Letter”), also is attached hereto.

NOW THEREFORE BE IT RESOLVED, that the County Manager is hereby authorized to execute the Municipal Agreement with EIC and the Membership Letter, each in the form attached hereto, with such modifications as to form that the County Attorney’s office recommends or deems necessary.

Moved _____

4

ENERGY IMPROVEMENT CORPORATION
MUNICIPAL AGREEMENT

This Agreement made as of this ___ day of _____, 20__ (the "Agreement"), by and between the **County of Sullivan** (the "Municipality") and the Energy Improvement Corporation ("EIC") (both the Municipality and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), sets forth the duties and obligations of each Party in connection with the Municipality's participation in the Energize New York Benefit Finance Program (the "Program").

WHEREAS, EIC is a local development corporation duly formed under Section 1411 of the Not-For-Profit Corporation Law of the State of New York, for the purpose of promoting, facilitating and financing energy audits and renewable energy system feasibility studies, energy efficiency improvements and alternative or renewable energy generating systems (as such terms are defined in Section 119-ff of the General Municipal Law of the State of New York) (collectively, the "Energy Improvements") on properties within its Participating Municipalities (as defined below), thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government; and

WHEREAS, Participating Municipalities are those municipalities within the State of New York that have established by local law, pursuant to Article 5-L of the General Municipal Law of the State of New York, a sustainable energy loan program for the issuance of financing to the owners of real property located within the Participating Municipality to finance Energy Improvements, and have authorized EIC to act on behalf of the Participating Municipality to carry out the Program through, among other things, the issuance of financing to property owners within such Participating Municipality, and have met the minimum criteria established by EIC to admit new Participating Municipalities; and

WHEREAS, the Municipality adopted Local Law **No. 3-2016** on **November 17, 2016**, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Duties of EIC

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

- a) Receive and review applications submitted by property owners within the Municipality for financing of Energy Improvements (“Property Owner(s)”), and approve or disapprove such applications in accordance with underwriting procedures and requirements established by EIC.
- b) Review the applications, energy assessments and scopes of work prepared for and by the Property Owners to establish the amount of financings to be approved pursuant to the requirements of the Program.
- c) Execute finance agreements (the “Finance Agreement”) by and between EIC (on behalf of the Municipality) and the Property Owners for financing of Energy Improvements, which shall set forth the terms and conditions for the disbursement and repayment of financing and the duties and obligations of each Property Owner and EIC with respect to the acquisition, construction and installation of Energy Improvements (upon execution of the Finance Agreement by the Property Owner and EIC, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property”). Copies of all executed Finance Agreements for all Benefited Properties within the Municipality shall be provided to the Municipality by EIC upon execution.
- d) Receive and review the certificates of completion submitted by the Property Owners of Benefited Properties (or the contractor hired by the owner of a Benefited Property) following installation or construction of Energy Improvements on such Benefited Property, and disburse funds to the Property Owner of the Benefited Property or his/her/its agent upon approval of such certificate in accordance with the terms of the Finance Agreement and the Program.
- e) Deliver to the Municipality an annual report (the “Annual Report”) three months prior to when Municipal Taxes are due which shall contain information related to each Benefited Property within the Municipality through the end of the immediately preceding calendar year, including:
 - i. A list of each newly approved Benefited Property for which the Property Owner or previous Property Owner of the Benefited Property executed a Finance Agreement within the annual time period covered by such report (for which a charge shall be added by the Municipality to its tax rolls in accordance with Paragraph 2b below). All Benefited Properties shall be identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot);
 - ii. A list of each existing Benefited Property for which the Property Owner or previous Property Owner of such Benefited Property executed a Finance Agreement. All Benefited Properties shall be identified in the Annual

Report by address and Tax Map Identification (i.e. section, block and lot);

- iii. A list of each Benefited Property within the Municipality where all obligations under the Finance Agreement have been satisfied or paid in full during the calendar year including the satisfaction date and a copy of the notice of satisfaction;
 - iv. For each non-satisfied Benefited Property (including each newly approved Benefited Property):
 - a. the date of the Financing Agreement,
 - b. the notional amount of the financing,
 - c. the total principal balance and accrued interest outstanding,
 - d. the annual payment due to EIC (which shall include principal and accrued interest) associated with such Benefited Property (including the amount of accrued interest on the initial payment, if different);
 - v. the total annual payment due to EIC from all Benefited Properties in the Participating Municipality (which shall include principal and accrued interest), which shall be paid by the Municipality within thirty (30) days of the date upon which payment is due to the Municipality as part of the municipal tax bill in accordance with Paragraph 2(c) and the balance of any delinquent charge payment reported by the Municipality during the term of the Financing Agreement pursuant to Paragraph 2(d) and;
 - vi. All other information EIC may deem to be relevant to each Benefited Property within the Municipality.
- f) Create an account (the "EIC Trust Account") held by a trustee that will accept payments from the Municipality made in accordance with Paragraph 2(d) below, and create a separate account (the "EIC Administrative Fee Account") to receive the transfer of those funds deposited within the EIC Trust Account that constitute payment of EIC administrative fees;
 - g) Provide customer service by telephone to the Municipality during the hours of 9:00 a.m. through 5:00 p.m. Monday through Friday, Eastern Standard Time, excluding state and federal holidays;
 - h) Upon EIC's receipt of payment in full under a particular Finance Agreement, send a letter of satisfaction by email to the Municipality notifying it that such Property Owner or subsequent owner of the Benefited Property has satisfied his/her/its obligations under the terms of the Financing Agreement;

2. Duties of the Municipality

It is understood by the Parties that the Municipality will be responsible for the performance of the following duties:

- a) Maintain copies received from EIC of each Finance Agreement for a Benefited Property throughout the term of the Finance Agreement relating to such Benefited Property, which shall be maintained until all obligations of the owner of such Benefited Property that are set forth in the Finance Agreement have been satisfied.
- b) Within thirty (30) days of receipt of the Annual Report, add a charge to its tax rolls for each newly approved Benefited Property listed therein, and include such charge in the next ensuing tax levy so that such charge shall be included on and due in the same manner and at the same time and in the same installments as the municipal taxes on real property are due within the Municipality and shall become delinquent at the same times, shall bear the same penalties and interest after delinquency, and shall be subject to the same provisions for redemption and sale as the general municipal taxes on real property of the Municipality.
- c) Within thirty (30) days of the due date of the municipal taxes, including the charge pursuant to a Finance Agreement, remit payment to the EIC Trust Account in the amount equaling the total annual payments due to EIC from each Benefited Property within the Municipality, regardless of whether the Municipality actually has received such payments from the owner of the Benefited Property. Failure to deliver payments to EIC would be considered an event of default hereunder.
- d) Deliver to EIC an annual delinquency report (the "Delinquency Report") no later than (90) days after the due date for the municipal taxes, including the charge, which shall: (i) list each Benefited Property that is delinquent in charge payments owed for such Benefited Property, (ii) provide the amount owed to the Municipality by the owner of such Benefited Property (including penalties and interest on delinquent charge payments), and (iii) outline the steps taken or to be taken and progress made in recovering delinquent charge payments from the owner of such Benefited Property.
- e) Make all reasonable efforts to assist EIC in carrying out the Program within the Municipality.

3. Program Modification

The Municipality may modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality. The Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations

owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non-Payment

- a) Failure of a Participating Municipality to deliver payments to EIC within thirty (30) days of when due shall be considered an event of default and EIC shall be entitled to pursue any one or more of the remedies set forth below.
- b) No Participating Municipality shall be responsible for the deficient payment of another Participating Municipality.

5. Terms of Membership

The Municipality understands and agrees that membership in EIC is at the discretion of the Board of Directors of EIC and is conditional upon satisfying the membership criteria established by the EIC Board, as may be amended from time to time at the sole discretion of the Board, as well as compliance with the terms of the By-Laws of EIC. If a Participating Municipality's bond credit rating drops below "A" as rated by Standard and Poors and/or "A2" as rated by Moodys and/or "A" by Fitch Ratings Service, EIC will no longer provide financings to Properties within such Municipality.

6. Reserve Funds and Permanent Loss

- a) EIC shall maintain one or more reserve funds (each a "Reserve Fund", collectively, the "Reserve Funds") to protect and compensate EIC, Participating Municipalities, lenders of funds to EIC, and other third parties approved by EIC against potential losses, including without limitation losses suffered by a Participating Municipality resulting from defaulted charge payments only in the event of a Permanent Loss (defined below) with respect to a Benefited Property. Certain Reserve Funds may be restricted in that they may only be used in conjunction with financings made to properties located within one or more designated Participating Municipalities. All Reserve Funds will be held at a bank or trust company located and authorized to do business in NYS. Reserve Funds will be invested in accordance with the investment guidelines approved by EIC (the "Investment Guidelines") as may be amended from time to time.
- b) EIC reserves the right to refuse to make a financing to a property located within a Member Municipality in the event EIC determines, in its sole discretion, that there are inadequate reserve funds.
- c) A loss shall not be deemed a permanent loss until the Participating Municipality has exhausted all remedies at law in an effort to collect the defaulted charge payments, including but not limited to the redemption and sale of the Benefited Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a

result of the non-payment of taxes ("Permanent Loss") . In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

7. Remedies Upon Default

Should the Municipality default in any of its obligations hereunder, including but not limited to failure to make payments to EIC as required hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion.

- a) If the Municipality fails to make a required payment to EIC and the Municipality collects penalties or interest from the Property Owner for late payment, the Municipality shall pay to EIC all such penalties or interest attributable to the charge collected by the Municipality on behalf of EIC.
- b) EIC shall have the right to discontinue providing any new financings to Properties located within the Municipality.
- c) EIC may suspend the Municipality's membership in EIC.

8. Formation; Authority

Each Party represents and warrants to the other that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third party is required for either Party's execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of each Party has been and is duly authorized to bind his/her respective Party.

9. No Violation or Litigation

The performance by each Party of its respective obligations contained in this Agreement will not and do not conflict with or result in a breach of or a default under any of the terms or provisions of any other agreement, contract, covenant or security instrument or any law, regulation or ordinance by which the Party is bound. There is no litigation, action, proceeding, investigation or other dispute pending or threatened against either Party which may impair its ability to perform its respective duties and obligations hereunder.

10. Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:

EIC:

Mark Thielking
Energy Improvement Corporation
321 Bedford Rd,
Bedford Hills, NY 10507

Kathryn Hoenig
Energy Improvement Corporation
321 Bedford Rd,
Bedford Hills, NY 10507

Attention: Mark Thielking
Kathryn Hoenig

E-mail: mark@energizeny.org
kathrynh@energizeny.org

With a copy to:

James Staudt, Esq.
McCullough, Goldberger & Staudt, LLP
1311 Mamaroneck Avenue, Suite 340
White Plains, N.Y. 10605
E-mail: jstaudt@mgslawyers.com

MUNICIPALITY: County of Sullivan

Mr. Josh Potosek
Office of the County Manager
Sullivan County Government Center
100 North Street
P.O. Box 5012
Monticello, NY 12701

Email: Joshua.Potosek@co.sullivan.ny.us

With a copy to:

Cheryl McCausland, Esq.
Office of the County Attorney
Sullivan County Government Center

100 North Street
P.O. Box 5012
Monticello, NY 12701

Email: Cheryl.McCausland@co.sullivan.ny.us

Either Party hereto may change its address for purposes of this paragraph by providing written notice to the other party in the manner provided above.

11. Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above. The Parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____, 20__

Energy Improvement Corporation

By: _____

PRINT NAME:

Date: _____, 20__

County of Sullivan

By: _____

Josh Potosek
County Manager

[EIC Membership Letter and Request for Modification]

[Date]

Mr. Mark F. Thielking
Executive Director
Energy Improvement Corporation
321 Bedford Road,
Bedford Hills, NY 10507

Re: Municipal Agreement with the County of Sullivan

Dear Mark,

I am writing to request that our municipality, the County of Sullivan (the "County"), be considered for membership of the Energy Improvement Corporation ("EIC"). As per the requirements for admission, our current credit rating is at least "A" and/or "A2", and we have passed the Energize NY Benefit Finance local law¹. In addition, the County has executed the form of Municipal Agreement with EIC, two (2) originals of which are attached hereto. We acknowledge our duty to participate in the EIC Annual meeting to be held on or about March 31 of every year if our application is successful.

Pursuant to Section 3 (Program Modification) of the proposed Municipal Agreement between the County and EIC, the County may limit the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the County. By this letter, the County requests the following such limitations:

1. Financing shall not be issued for properties whose owners have failed in the current and/or three previous years to make timely payment of property taxes on any property within the County in which they have an ownership interest.

This limitation shall be achieved by the EIC's notification of the County Treasury's office (Sullivan County Treasurer, 100 North Street, PO Box 5012, Monticello, NY 12701) of all applicants for financings. The County Treasurer's office shall subsequently notify the EIC of any such delinquencies. It is understood and acknowledged that the EIC is not responsible for the accuracy of information provided by the County Treasurer's office regarding such delinquencies.

2. Financing shall not be issued for facilities housing a business engaged in the wholesale or retail distribution of petroleum products which are stored on the property in underground storage tanks, nor to other properties deemed by the County to present a high risk of environmental contamination.

¹ Local Law No. 3-2016 (November 17, 2016).

Letter to Mr. Mark F. Thielking
Energy Improvement Corporation
[Date]
Page 2

This limitation shall be achieved by the EIC's refraining from soliciting or accepting applications for properties known to be engaged in the wholesale or retail distribution of petroleum products, and by notifying the County's Division of Planning and Environmental Management (Sullivan County Division of Planning and Environmental Management, 100 North Street, PO Box 5012, Monticello, NY 12701) of all applications for financing. The Division shall subsequently notify the EIC as to whether the property is acknowledged that the EIC is not responsible for the accuracy of the information provided by the Division.

3. The cumulative amount of outstanding loans being issued under the Municipal Agreement shall not at any time exceed \$3 million.
4. Should EIC default in any of its obligations hereunder after a notification of such default by the County and a 10-day period to cure the default, the County may cease to authorize any new financing.

Additionally, the County wishes to formally advise the Board of its expectation and agreement that the EIC will make every effort to invite and engage contractors in Sullivan County in the training and orientation sessions intended to prepare contractors for participation in the projects financed within the County.

The County greatly appreciates the time that you have spent to promote awareness and understanding of the Energize NY program within the County. We look forward to the implementation phase of this initiative and to a long relationship with the Board.

Sincerely,

Joshua Potosek
County Manager

Cc: Kathryn L. Hoenig, Chief Operating Officer
Energy Improvement Corporation
Luis Alvarez, Chair, Sullivan County Legislature
Cheryl McCausland, Sullivan County Attorney
Nancy Buck, Sullivan County Treasurer
Freda Eisenberg, Sullivan County Commissioner of
Planning and Environmental Management

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RESOLUTION NO ____ INTRODUCED BY THE PUBLIC SAFETY COMMITTEE TO AUTHORIZE THE SULLIVAN COUNTY MANAGER AND SULLIVAN COUNTY SHERIFF TO ENTER INTO AN AGREEMENT WITH WESTCHESTER COUNTY (DEPARTMENT OF CORRECTIONS) TO HOUSE SULLIVAN COUNTY INMATES FOR MEDICAL TREATMENT AT THE WESTCHESTER COUNTY MEDICAL CENTER

WHEREAS, the Sullivan County Jail houses inmates who, on occasion, require medical treatment not available in Sullivan County, and

WHEREAS, the Sheriff of Sullivan County must be able to use the Westchester County Medical Center when needed, and

WHEREAS, Westchester County (Department of Corrections) has agreed to enter into an agreement in which they will receive and keep inmates of the Sullivan County Jail who are in need of medical treatment at the Westchester County Medical Center, at a rate not to exceed \$160.00 per day, per inmate.

WHEREAS, the contract will be in effect from January 1, 2017 through December 31, 2020.

NOW THEREFORE BE IT RESOLVED, that the Sullivan County Manager and Sullivan County Sheriff are hereby authorized to enter into a contract with the Westchester County (Department of Corrections) to house Sullivan County Jail inmates who are in need of medical treatment at the Westchester County Medical Center, and

BE IT FURTHER RESOLVED, that the form of such agreement shall be approved by the Sullivan County Attorney's Office.

Moved ____

RESOLUTION NO. _____ INTRODUCED BY THE PUBLIC SAFETY COMMITTEE TO AUTHORIZE THE SULLIVAN COUNTY MANAGER AND SULLIVAN COUNTY SHERIFF TO ENTER INTO AN AGREEMENT WITH ONEIDA COUNTY AND THE ONEIDA COUNTY SHERIFF TO PROVIDE FOR SECURITY FOR INMATES RECEIVING MENTAL HEALTH TREATMENT AT CENTRAL NEW YORK PSYCHIATRIC CENTER IN MARCY, NEW YORK

WHEREAS, the Sullivan County Sheriff sends inmates of the Sullivan County Jail to the Central New York Psychiatric Center in Marcy, New York for mental health treatment, and

WHEREAS, Oneida County and the Oneida County Sheriff have agreed to furnish deputies to provide for the security of such inmates at a rate of \$185.00 per day, per inmate, and

WHEREAS, the contract will be in effect from January 1, 2017 through December 31, 2019.

NOW THEREFORE BE IT RESOLVED, that the County Manager and Sullivan County Sheriff are hereby authorized to execute a contract with Oneida County and the Oneida County Sheriff's Office, and

BE IT FURTHER RESOLVED, that the form of such agreement shall be approved by the Sullivan County Attorney's Office.

Moved _____

**RESOLUTION NO. _____ INTRODUCED BY PUBLIC WORKS COMMITTEE
TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT
WITH HUDSON TRANSIT LINES, INC. FOR THE PROVISION OF PUBLIC
TRANSPORTATION**

WHEREAS, pursuant to Resolution No. 585-07 adopted by the Sullivan County Legislature on December 20, 2007 the County entered into an agreement with Hudson Transit Lines, Inc. for the provision of public transportation; and

WHEREAS, it is in the best interest of the County to continue having Hudson Transit Lines, Inc. continue to provide such services.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to enter into an agreement with Hudson Transit Lines, Inc. for the provision of public transportation for the year 2017 at a cost not to exceed \$65,000; and

BE IT FURTHER RESOLVED, that the form of said contract will be approved by the Sullivan County Department of Law.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

**RESOLUTION NO. INTRODUCED BY PUBLIC WORKS COMMITTEE
TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT
WITH THE NEW YORK STATE UNIFIED COURT SYSTEM FOR CLEANING
SERVICES AS WELL AS MINOR AND EMERGENCY REPAIRS**

WHEREAS, the County of Sullivan per Resolution 9-15 dated January 22, 2015, entered into an agreement with the New York State Unified Court System for cleaning services as well as minor and emergency repairs to the court facilities; and

WHEREAS, the annual payments are negotiated for each fiscal year; and

WHEREAS, for the fiscal period April 1, 2016 – March 31, 2017 the Unified Court System is prepared to pay the County \$241,749 for its services.

NOW, THEREFORE, BE IT RESOLVED, that the County of Sullivan will accept \$241,749 for its services to the Unified Court System for the period April 1, 2016 – March 31, 2017 with future payments to be negotiated annually.

BE IT FURTHER RESOLVED, that the County Manager be hereby authorized to execute the annual renewal letter from the State of New York Unified Court System.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

**RESOLUTION NO. _____ INTRODUCED BY PUBLIC WORKS COMMITTEE TO
AUTHORIZE THE RENEWAL OF THE CONTRACT WITH THE TOWN OF
COCHECTON TO LEASE TOWN OWNED PROPERTY TO THE COUNTY FOR THE
OPERATION OF THE WESTERN SULLIVAN TRANSFER STATION**

WHEREAS, the County has been operating a solid waste transfer and recycling station on the lands owned by the Town of Cochecton; and

WHEREAS, the County desires to continue to operate a temporary regional solid waste transfer recycling station for the period of one (1) year; and

WHEREAS, the Town desires to continue to lease Town owned property to the County to operate a temporary regional solid waste transfer and recycling station for one (1) year at the cost of \$10,000.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be authorized to execute a lease renewal under terms and conditions acceptable to the County Manager, in such form as approved by the County Attorney.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL
MANAGEMENT AND REAL PROPERTY COMMITTEE TO
CORRECT THE 2015 TAX ROLL OF THE TOWN OF ROCKLAND
FOR TAX MAP #17.-1-36.5**

WHEREAS, an application dated October 31, 2016 having been filed by Robert & Brittany Darbee Jr. with respect to property assessed to said applicant on the 2015 tax roll of the Town of Rockland Tax Map #17.-1-36.5 pursuant to Section 556 of the Real Property Tax Law, to correct a clerical error on the taxable portion of the tax roll due to an entry on the tax roll which is incorrect by reason of a mistake in the determination of a prorated tax charge; and

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated November 7, 2016 recommending the Sullivan County Legislature approve said application; and

WHEREAS, this legislature has duly examined the application and report and does find as follows:

(a) That the application be approved because of a clerical error.

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chairman of the County Legislature be and he hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a releved school tax, the Treasurer shall charge back such amount in accordance with law.

Moved by _____,
Seconded by _____,
and adopted on motion _____ day of _____, 2016.

**RESOLUTION INTRODUCED BY GOVERNMENT SERVICES COMMITTEE TO AUTHORIZE
MODIFICATION OF RESOLUTION NO. 436-16**

WHEREAS, Resolution No. 436-16 was adopted by the Sullivan County Legislature on October 20, 2016, for Credit Card Processing Services (Merchant Services), with M&T Bank, for various locations throughout the County, and

WHEREAS, M&T Bank is using an additional third party partnership, eNetPay, for on-line collection solutions through Hamer Enterprises, 4200-A, North Bicentennial Drive, McAllen, Texas 78504, and

WHEREAS, the Sullivan County Treasurer recommends that the current Resolution No. 436-16 be amended to include Hamer Enterprises and a modification be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute an agreement, including Hamer Enterprises, in accordance with Request for Proposal, R-16-20, said modification agreement be in such form as the County Attorney shall approve.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.