



SULLIVAN COUNTY LEGISLATURE
SULLIVAN COUNTY GOVERNMENT CENTER
100 NORTH STREET
PO BOX 5012
MONTICELLO, NY 12701
845-807-0435
845-807-0447 (fax)

EXECUTIVE COMMITTEE
September 19, 2013 at 11:30AM

COMMITTEE MEMBERS: Samuelson, Benson, LaBuda, Vetter, Rouis, Gieger,
Edwards, Steingart, Sorensen

I. ACTING COUNTY MANAGER'S MONTHLY REPORT

II. COUNTY ATTORNEY'S MONTHLY REPORT

III. DISCUSSION

RFP Analyze 2010 Census Data and Develop a Redistricting Plan for Sullivan County

IV. RESOLUTIONS :

1. Enact Local Law 4 of 2013 entitled *A Local Law to Amend the Sullivan County Ethics Law*
2. Appoint Dart to the Office for the Aging Advisory Committee
3. Reappoint Sterling to the RSVP Advisory Committee
4. Amend Resolution No. 330-13 for address correction
5. Accept the recommendations of the Sullivan County Solid Waste/Recycling Fee Grievance Committee
6. Ratifying a Memorandum of Agreement between the County of Sullivan and the Teamsters Local 445
7. Set public hearing for a proposed local law entitled *Local Law to Exceed the New York State Property Tax Cap for 2014*
8. Approve a Supervising Social Worker position at the Adult Care Center
9. Amend the Capital Plan for the purchase of two solid waste containers
10. Amend the Capital Plan for the purchase of two vehicles for transportation

V. PUBLIC COMMENT

**Litigation Matters Handled from 2010-2013
In Addition to Civil Rights Actions Previously
Reported & Attached Hereto**

Human Rights & EEO Complaints

Total	14
Dismissed	10
Pending	3
Settled	1

Bankruptcy Cases

Total	13
Closed	9
Open	4

*In addition to cases in which Mr. Cawley had to appear in Court, there were 30-40 other Bankruptcy cases to be monitored.

Chapter 11 Foreclosure Auctions

Total	34
Dismissed by Trial Court	25
Pending in Trial Court	2
Pending in Appellate Court	2
Dismissed by Appellate Court	5

Other Sullivan County Supreme Court Cases (Article 78 Proceedings, Tax Certioraris, etc.)

Total	18
Dismissed	10
Pending	3
Settled	5

*Chapin Estates (Supreme Court case) went to trial but was settled. The trial included approximately 50 different actions – as there were approximately 50 different properties.

Sec. 71s, 72s & 75s	100
Formal Opinions	50
Assisted Outpatient Treatment Cases (Supreme)	11

*The County Attorney Handled a Juvenile Delinquent Case in Family Court this year.

*The DOL Investigation hearings concluded in March 2013 with a favorable decision on behalf of the County.



SAMUEL S. YASGUR
County Attorney

Cheryl A. McCausland
Sr. Assistant County Attorney

SULLIVAN COUNTY
DEPARTMENT OF LAW
COUNTY GOVERNMENT CENTER
100 NORTH STREET, PO BOX 5012
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TEL. (845) 807-0560
FAX (845) 807-0574

Thomas J. Cawley
Karen Mannino
Assistant County Attorneys

Christina Kautz
Confidential Secretary

To: Legislator Edwards

cc: Joshua Potosek, Acting County Manager, Chairman Samuelson, Legislator LaBuda, Legislator Vetter, Legislator Rouis, Legislator Gieger, Legislator Benson, Legislator Steingart, Legislator Sorensen

Fr: S. Yasgur *S.Y.*

Date: September 6, 2013

Re: Your Request for Data Concerning Litigation Matters Handled During the Past Three Years

The attached chart, which was prepared by the Law Department's Confidential Secretary, reflects twenty six court matters and five EEO matters that were handled in the past three years. Most of the cases required a considerable amount of time and effort. For example, the Lillian Allen case was commenced in June, 2010 and was only completed in August, 2013 following extensive discovery, motion practice and a trial. All of the cases except one were handled in-house by the Law Department¹. (Where individual County employees were sued in addition to County and County Officials the employees were provided with outside counsel to assure there was no conflict of interest.)

As you will see on the attached chart:

- During the three years the County prevailed, i.e., the County won, thirteen United States District Court cases and one New York State Court of Claims case.

¹ This list does not include the matter commenced by Mr. Sager since the County Attorney's Office had a conflict and referred the matter to outside counsel after conferring with the County Legislature. In addition, this list does not include routine Tort cases handled by Mr. Kaplan pursuant to his annual retainer agreement.

- The County prevailed in the six District Court cases that were appealed to the United States Circuit Court of Appeals.
- Four cases are still pending in the United States District Court. Two of those cases will likely involve extensive discovery and motion practice.
- One case is partially pending. Following discovery and a Motion for Summary Judgment the Court dismissed the case as to the County and the County Officials but the matter is still pending with respect to one County employee. That case is scheduled to be tried at the end of the month. Since the remaining portion of the case involves a County employee that matter is being handled by the outside counsel retained for the employee.
- The County settled two cases, both involving County employees. They are both still employed by the County.
- During the past three years the County has not lost any litigated matter in the federal Courts.

SSY/ck

2010-2013 Lawsuits

Court/Jurisdiction	Plaintiff	Defendants	Status	Outcome
Southern District Court Civil Rights Complaint	Lillian Allen (Former Jail employee)	Sullivan County & Michael Schiff	Closed	Judgment in Favor of Defendants
Southern District Court Civil Rights Complaint	Carolyn Brown Bolden & Artie Bolden (Former Jail inmate)	Sullivan County, County Jail & Jail employee	Closed	Summary Judgment in favor of Defendants.
Court of Appeals for the Second Circuit	Carolyn Brown Bolden & Artie Bolden (Former Jail inmate)	Sullivan County, County Jail & Jail employee	Closed	Southern District Judgment Affirmed. Appeal Dismissed.
Southern District Court Civil Rights Complaint	Donald Buckner (Former Sheriff's Office employee)	Sullivan County & Michael Schiff	Open	
Southern District Court Civil Rights Complaint	Dwayne Clark (Former Jail inmate)	Sullivan County Government, Michael Schiff & Jail employees	Closed	Summary Judgment in favor of Defendants.
Court of Appeals for the Second Circuit	Dwayne Clark (Former Jail inmate)	Sullivan County Government, Michael Schiff & Jail employees	Closed	Appeal lacked an arguable basis in law or fact. Case Dismissed.
Southern District Court Civil Rights Complaint	Michael Cooper (County employee)	Sullivan County, DPW & Robert Meyer	Closed	Settled.
Southern District Court Civil Rights Complaint	Earl Hayes (Former Jail inmate)	Sullivan County, Sheriff's Department & Sheriff's Office employees	Closed & Open	Summary Judgment granted against all Defendants EXCEPT one Sheriff's Office employee. The one cause of action is still pending in the Southern District Court.
Court of Appeals for the Second Circuit	Earl Hayes (Former Jail inmate)	Sullivan County, Sheriff's Department & Sheriff's Office employees	Closed	The Court of Appeals ordered it lacks jurisdiction as there is still one remaining cause of action in the District Court. Case Dismissed.
Northern District Court Civil Rights Complaint	Angelo Johnson (Former Jail inmate)	Michael Schiff, Jail employee and Chenango County Jail employees	Open	Waiting on decision. Defendants submitted Summary Judgment motions.

Southern District Court Civil Rights Complaint	Marc Kurzman (Patron at Bethel Woods)	Sullivan County, Michael Schiff, Sheriff's Office employee, et al.	Open	Plaintiff is supposed to amend his complaint and remove Sullivan County & Sheriff.
Southern District Court Civil Rights Complaint	Toni-Anne Leone- Kehoe, as Administrator of the Estate of Vincent Leone (Family of inmate who committed suicide in Jail)	Sullivan County, County Jail, Sheriff's Dept., Michael Schiff & Jail employees	Open	
Southern District Court Civil Rights Complaint	Mary Jo Mace (Former Board of Elections employee)	Sullivan County, County employees	Closed	Partial Summary Judgment was granted on behalf of Defendants. Plaintiff agreed to voluntarily dismiss/ withdraw remaining cause of action.
Court of Appeals for the Second Circuit	Mary Jo Mace (Former Board of Elections employee)	Sullivan County, County employees	Closed	The District Court Judgment is affirmed. Plaintiff's arguments were found to be without merit.
Southern District Court Civil Rights Complaint	Richard Motz (Former Jail inmate)	Sheriff & Jail employees. Plaintiff Amended Complaint & only named four Jail employees.	Closed	Summary Judgment granted in favor of the Defendants.
Court of Appeals for the Second Circuit	Richard Motz (Former Jail inmate)	Jail employees	Closed	Appeal Dismissed as it lacks an arguable basis in law or fact.
Southern District Court Civil Rights Complaint	Guillermo Ortiz & Christopher Abreu (Two residents in Village of Monticello thought to be involved in domestic dispute)	Sullivan County, one Sheriff's Office employee, Village of Monticello employees	Closed	Summary Judgment granted in favor of the Defendants.
Southern District Court Civil Rights Complaint	Joan Uciechowski (Civilian arrested by Fallsburg Police)	Assistant District Attorney, Town of Fallsburg employees.	Closed	Summary Judgment granted in favor of the Defendants.
Southern District Court Civil Rights Complaint	Joan Uciechowski (Civilian arrested by Fallsburg Police)	Assistant District Attorney, Town of Fallsburg employees & Fallsburg Police Officers.	Closed	Summary Judgment granted in favor of the Defendants.
New York State Court of Claims	Willis Bickham (Former Jail inmate)	Sheriff's Office & two Jail employees	Closed	Dismissed for lack of jurisdiction.

Southern District Court Civil Rights Complaint	Johann Bukovinsky (Parent investigated by Child Protective Services)	Division of Health & Family Services & DFS employee.	Closed	Summary Judgment was granted in favor of the Defendants.
Court of Appeals for the Second Circuit	Johann Bukovinsky (Parent investigated by Child Protective Services)	Division of Health & Family Services & DFS employee	Closed	The District Court Judgment is affirmed. Plaintiff's arguments were found to be without merit.
Southern District Court Civil Rights Complaint	Jill Lynch (County Jail employee)	Jail Employee	Closed	Settled.
Southern District Court Civil Rights Complaint	Robert Maxwell (Former Jail inmate)	Jail Staff, Medical Staff, Nurse, Jail employees	Closed	Plaintiff voluntarily dismissed complaint.
Southern District Court Civil Rights Complaint	Issac Rubin (Civilian arrested by Fallsburg Police)	Assistant District Attorney, Fallsburg employees	Closed	Judge dismissed this case for Plaintiff's failure to prosecute.
Southern District Court Civil Rights Complaint	Giovanni Seoane (Civilian arrested by Monticello Police)	District Attorney, Village of Monticello employees	Closed	Plaintiff withdrew the action against the District Attorney.

The County Attorney's Office has defended 5 complaints filed with the Equal Employment Opportunity Commission from 2010-2013. Three complaints were dismissed by the EEOC, one was settled by the County and one we are awaiting final withdrawal documents.

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO
ENACT PROPOSED LOCAL LAW 4 OF 2013, ENTITLED "A LOCAL LAW TO
AMEND THE SULLIVAN COUNTY ETHICS LAW"**

WHEREAS, a proposed Local Law entitled "Sullivan County Ethics Law was presented to the Sullivan County Legislature at a meeting held on July 18, 2013 at the County Government Center, Monticello, New York, in order to consider said proposed local law; and

WHEREAS, notice of public hearing having been duly published and posted as required by law, and said public hearing having been held on August 15, 2013, and all persons appearing at said public hearing deeming to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby enact and adopt this Local Law 4 of 2013, entitled "A Local Law to Amend the Sullivan County Ethics Law "Sullivan County Ethics Law", County of Sullivan, State of New York, which local law is annexed hereto.

LOCAL LAW NO. OF 2013
COUNTY OF SULLIVAN, NEW YORK

A LOCAL LAW TO AMEND THE SULLIVAN COUNTY ETHICS LAW

The Ethics Law, enacted on May 23, 2013, Section 102(a)(iv) setting forth the Powers and Duties of the Board of Ethics, is amended to add the underscored language set forth below:

“To investigate any alleged impropriety and recommend or undertake appropriate actions and proceedings, as required. To do so, the Board shall have the power to, among other things, administer oaths, affirmations, subpoena witnesses, compel their attendance, and require the production of relevant or material books and records.”

This Local Law amending the Sullivan County Ethics Law shall become effective upon filing with the Secretary of State.

Resolution No.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE

**RESOLUTION TO APPOINT ONE MEMBER TO THE OFFICE FOR THE AGING
ADVISORY COMMITTEE**

WHEREAS, it is the desire to appoint Ellen J. Dart to the Office for the Aging Advisory Committee to fill the remainder of Ann Danuff's term, and

WHEREAS, the above appointment is to commence on the date this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby appoint the following member to the Office for the Aging Advisory Committee, for the term to expire on the date opposite of name.

OFA APPOINTMENT:

TERM:

Ellen J. Dart
961 County Route 31
Glen Spey NY 12737

1/31/2016

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2013.

Resolution No.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO REAPPOINT ONE MEMBER TO THE RSVP ADVISORY COMMITTEE

WHEREAS, it is the desire to reappoint Catherine “Cathy” Sterling to the RSVP Advisory Committee, and

WHEREAS, the above reappointment is to commence on the date this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby reappoint the following member to the RSVP Advisory Committee, for the term to expire on the date opposite of name.

RSVP REAPPOINTMENT:

TERM:

Catherine “Cathy” Sterling
30 Minisink Trail
Glen Spey NY 12737

8/31/2016

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2013.

Resolution No.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO AMEND RESOLUTION NO. 330-13 ADDRESS CORRECTION OF ONE MEMBER TO THE RSVP ADVISORY COMMITTEE

WHEREAS, it is the desire to correct the address of RSVP member Onofrio “Chuck” Papa from P O Box 721, 9 Clark Strret, South Fallsburg NY 12779 to Onofrio “Chuck” Papa, 144 Anawanda Lakeview Road, P O Box 217, Callicoon Center NY 12724-0217 on the RSVP Advisory Committee, and

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby correct the address for the reappointment of the following member to the RSVP Advisory Committee, for the term to expire on the date opposite of name.

RSVP REAPPOINTMENT:

TERM:

Onofrio “Chuck” Papa
144 Anawanda Lakeview Road
P O Box 217
Callicoon Center NY 12724-0217

8/31/2016

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2013.

Ellen J. Dart
961 County Route 31
Glen Spey, NY 12737
Phone: 845-856-3789
Cell: 917-301-8814
Email: dart@elbarnes.com

August 6, 2013

Ms. Deborah F. Allen
Director Aging Services
Office for the Aging
County Government Center
100 North St
Monticello, NY 12701

Dear Ms. Allen:

Yesterday I attended the meeting of the Advisory Council for the Office of the Aging. I was asked to represent the Lumberland Senior Group since the demise of Ann Danuff, who served for many years.

I would like to continue to represent the Seniors of Lumberland on the Council as of this date and look forward to being an advocate for our group. I learned a lot about various programs available to us and look forward to sharing this information with our group.

I look forward to meeting you soon. Thank you for your consideration of my request.

Sincerely,


Ellen J. Dart



REQUEST FOR PROPOSAL
TO
ANALYZE 2010 CENSUS DATA AND DEVELOP A REDISTRICTING PLAN
FOR
SULLIVAN COUNTY

Issued By: Sullivan County Office of Purchasing & Central Services
P.O. Box 5012, 100 North Street
Monticello, NY 12701
(845)807-0515

RFP #: R-13-47

Dated: September 13, 2013

Introduction:

The County of Sullivan is interested in soliciting proposals from firm's interested in analyzing 2010 census data and developing a Legislative Redistricting Plan for the County of Sullivan.

Currently, the County governing body consists of nine (9) single member legislative districts. The 2010 Census information indicates shifts in population of the legislative districts requiring a reconfiguration of the existing legislative district boundaries to equalize the population among those districts. The intent and scope of this project is to redraw legislative district boundaries, as necessary, to provide for compact, contiguous and substantially equally populated districts that would conform with constitutional mandates, as well as, statutory and other legal requirements of the United States and State of New York. The awarded vendor will be expected to attend various meetings until the adoption of the plan by the Legislature.

The previous plan was pursuant to the 2000 Census and adopted by the Legislature in 2003 (see attached).

The County has included, as part of this Request for Proposal, tabular and GIS layer data that includes but is not limited to: 2010 Census block data, legislative and election district boundaries and their corresponding populations, census block tables, geo-referenced voter enrollment data, polling place layer and two pdf maps, one showing the current legislative and election districts with their respective populations per the 2010 census and the other depicts the population density of Sullivan County using census blocks.

Qualifications:

1. Must have relevant experience and include at least three (3) references with contact information and dates of when each project was completed.
3. Must have adequate support facilities and personnel as determined by the County to adequately meet the need for the service required.
4. Must carry necessary liability and workers' compensatory disability, as determined by the County (see Insurance Requirements Section below).

Contract Period:

The County anticipates that work shall commence by October, 2013 and a final report should be delivered by April 30, 2014.

Submission of Proposal:

The Contractor shall submit ten (10) copies and their proposal, and one (1) electronic version, and should include at a minimum the following

1. Portfolio and references, including contact information
2. Statement of qualifications and experience
3. Fee or fees for the services to be provided, including all travel costs and reimburseable expenses.

Proposals shall be submitted to: Kathy Jones, Director, Sullivan County Office of Purchasing and Central Services, 100 North Street, PO Box 5012, Monticello, NY 12701. Tele: 845-807-0515.

All proposals shall be submitted no later than 1:00 PM, Friday, September 27, 2013. Proposals received after that time will not be accepted. The County of Sullivan reserves the right to reject any and all proposals and to select the proposal that best meets the needs of the County.

If you should have any questions, please contact Lynda Levine, Real Property Tax Services, 845-807-0221.

DRAFT

INSURANCE REQUIREMENTS

Coverage

The Contractor shall, at its own expense, maintain in full force and effect during the term of this Agreement insurance policies providing at least the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Worker's Compensation and Disability Benefits.	Statutory
Employer's Liability or similar insurance.	\$1,000,000 each occurrence
Automobile Liability (owned and non owner), Bodily Injury, and Property Damage.	\$1,000,000 aggregate \$1,000,000 each occurrence
Commercial General Liability including broad form contractual liability products / completed operations, bodily injury and property damage.	\$2,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession).	\$1,000,000 aggregate \$1,000,000 each claim

Form of Insurance

Such policies shall be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing, satisfactory to the County, who have been fully informed as to the nature of the services to be performed.

With the exception of Worker's Compensation and Professional Liability, the County shall be an additional insured, including, without limitation, the liability to pay premiums, which shall be the sole obligation of the Contractor and not that of the County. The Contractor irrevocably waives all claims against the County for any and all losses, damages, claims or expenses resulting from risks, commercially insurable, under the insurance required herein. The provision of such insurance by the Contractor shall not, in any way, limit the Contractor's liability under this Agreement.

The Contractor shall attach to this Agreement certification of insurance evidencing, to the satisfaction of the County, the Contractor's full compliance with these requirements. Provision of a Certificate of Insurance alone, without an endorsement and a copy of the declarations page, is not considered sufficient.

The Contractor shall provide an endorsement to the policy clearly demonstrating that the County is specifically insured, together with a copy of the policy declaration page.

Primary Coverage Without Right of Contribution

Each policy of insurance shall contain clauses to the effect that such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests.

Notice of Cancellation

Each policy of insurance shall not be canceled, including, without limitation, for non-payment of premium; nor shall it be materially amended, without 30 days prior written notice to the County through the County Director of Risk Management and Insurance. The County shall have the right to pay any necessary premium(s) to keep such insurance in effect and charge the cost of such back to the Contractor.

Basis of Claims

To the extent that it is commercially available, each policy of insurance shall be provided on an “occurrence” basis.

Should any insurance not be commercially available on an “occurrence” basis, such insurance shall be provided on a “claims made” basis. All such “claims made” basis policies shall provide that:

- A. Policy retroactive dates shall coincide with or precede the Contractor’s starting date of services to the County under this Agreement, as shall all subsequent policies purchased as renewals or replacements.
- B. The Contractor shall maintain, in a form acceptable to the County, similar insurance for at least six (6) years following final acceptance of its services performed by the Contractor under this Agreement.
- C. Where such insurance may be terminated for any reason, the Contractor agrees to provide an unlimited extended reporting provision for filing claims that may arise from services to the County performed by the Contractor under this Agreement.
- D. Immediate notice shall be given to the County, through the County Director of Risk Management and Insurance, clearly advising the County of any and all circumstances or incidents that may give rise to future claims with respect to services performed by the Contractor under this Agreement.

Breach

The Contractor shall obtain replacement insurance within thirty (30) days of the notice of loss of coverage, in the absence of which the Contractor shall be in breach.

**AGREEMENT
FOR**

This agreement is made on _____ between the County of Sullivan ("County"), a municipal corporation with offices at the 100 North Street, Monticello, New York 12701 and ("Contractor").

1. SERVICES

The Contractor shall perform the services as described in the proposal, R-13-47, and dated _____.

2. PAYMENTS

The County shall pay the Contractor a total not to exceed _____. Unless specifically agreed otherwise, payment shall be made after (i) submission to Sullivan County _____, by the Contractor of a voucher (vouchers may be submitted monthly) prepared on a duly certified County form itemizing the services and the charges therefore, and (ii) approval of the voucher by said Director and audit by the County.

Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor or shall be reimbursed to the County by the Contractor on demand.

3. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants to the County that the Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform this agreement; that the Contractor has not been convicted of a crime under the laws of the United States or of any state; that the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government; that no officer or employee of the County has an interest in this agreement which would disqualify the Contractor from performing this agreement and receiving payment therefore; that the Contractor's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

4. APPROPRIATIONS

If this agreement is funded by a grant or contract between the County and the State or Federal governments or is otherwise subject to legislative appropriation, the County shall not be liable beyond the funds authorized by such legislation or provided by the County, State or Federal governments. In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination. The County shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level

authorized by the County and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the County to the Contractor.

5. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

6. INSURANCE

The Contractor shall, at its own expense, maintain in full force and effect during the term of this agreement policies providing at least the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation and Disability Benefits	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owned)	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	
Commercial General Liability, including broad form contractual liability, products/completed operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been

fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Contractor and not those of the County. The Contractor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 6. The provision of insurance by the Contractor shall not in any way limit the Contractor's liability under this agreement. The Contractor shall attach to this agreement certificate of insurance evidencing the Contractor's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

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

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

- A. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- B. The Contractor will maintain similar insurance for at least 3 years following final acceptance of the services;
- C. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- E. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

7. INDEMNIFICATION

Each party agrees to indemnify and hold the other harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which the indemnified party may become subject in connection with this engagement as a result of the indemnifying party's negligence. The obligation for indemnification and reimbursement shall extend to any controlling person of the other party, including any director, officer, employee, subcontractor, affiliate or agent.

8. MONITORING OF PERFORMANCE

The County shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of the Contractor's records and agrees to provide to or permit the County to obtain copies of any documents relating to the performance of this agreement. The Contractor shall maintain all records required by this paragraph for seven years after the date this agreement is terminated or ends.

9. ASSIGNMENT AND SUBCONTRACTING

This agreement is binding on the heirs, successors, and assigns of the parties. The Contractor shall not assign any of its rights, interests, or obligations under this agreement, or subcontract any of the services to be performed by it under this agreement, without the prior express written consent of the County.

10. INDEPENDENT CONTRACTOR

The Contractor agrees that its relationship to the County is that of an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason of this agreement, and that they will not, by reason of this agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. It shall not act as agent, or be an agent, of the County. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Contractor's personnel engaged in the performance of the services. However, if any personnel of the Contractor act in a manner that is detrimental to the County, the County may require the Contractor to remove or replace such personnel with respect to the performance of services under this agreement.

11. DEFAULT

The Contractor shall be in default upon (i) its failure to comply with any term or condition of this agreement; (ii) the filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency; (iii) its failure to comply with any statute or regulation applicable to the performance of this agreement; (iv) the determination that any representation or certification made under this agreement is untrue; (v) failure to maintain adequate insurance; (vi) failure to maintain adequate books and records.

If the Contractor defaults, the County may at its option (i) terminate this agreement; (ii) recover counsel fees and all costs incurred to enforce this agreement; (iii) obtain replacement goods or services and hold the Contractor responsible for the replacement costs or expenses; (iv) pursue such other remedies as may be available under law or this agreement. These remedies are cumulative.

12. TERMINATION

The County may, by written notice to the Contractor effective upon mailing, terminate this agreement at any time upon the Contractor's default. Either party may terminate this agreement without cause by giving 30 days' written notice to the other party.

Upon termination of this agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to (1) accounting for and refunding to the County within 30 days, any unexpended funds which have been paid to the Contractor pursuant to this agreement, (2) not incur any further obligations pursuant to this agreement after the termination date; (3) submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and (4) furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by the Contractor through or provided under this agreement, and carrying out any County directive concerning the disposition thereof.

If the County terminates this agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the County to complete the services herein will be charged to the Contractor and/or set off against any sums due the Contractor. Notwithstanding any other provisions of this agreement, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

13. MODIFICATION

This agreement may be modified only by a writing signed by both parties.

14. NOTICES

All notices required by this agreement shall be sent to the addresses set forth above. Notices by the Contractor shall be addressed to the Commissioner, with a copy to the Sullivan County Attorney. Notices shall be personally delivered or mailed by certified mail, return receipt requested. The parties may give written notice of a change of address. Notices may be given by facsimile transmission, provided that notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission.

15. NON-DISCRIMINATION

The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement. The Contractor assures the County of Sullivan that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the

Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The County of Sullivan will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Sullivan County facilities on a non-discriminatory basis.

Sullivan County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

16. GOVERNING LAW

This agreement shall be governed by the laws of the State of New York. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Sullivan County.

17. AUTHORIZATION

This agreement is authorized by Resolution No. _____ adopted by the Sullivan County Legislature on _____.

COUNTY OF SULLIVAN

CONTRACTOR

County Manager:

Contractor:

APPROVED AS TO FORM
SULLIVAN COUNTY ATTORNEY

Assistant County Attorney

DRAFT

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

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

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

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

WHEREAS, the Committee has reviewed appeals and it recommends approving reduction/elimination of the solid waste fee for properties FA105.-5-2.3 and TU19.-1-2, and

WHEREAS, the Committee has reviewed appeal for FA105.-5-2.3 that had on the 2013 tax bill a class code of 210, in which the property fee should be \$120.00 fee instead of the \$480.00 fee that was charged, and

WHEREAS, the Committee has reviewed parcel TU19.-1-2, which is a cemetery, and has two years (2012 and 2013) of Solid Waste fee’s of \$120.00 for each year, and the Legislature passed a resolution exempting cemetery’s from paying a fee, and

NOW, THEREFORE, BE IT RESOLVED, that the Legislature acknowledges receipt of the Committee’s recommendations and hereby ratifies said recommendations.

BE IT FURTHER RESOLVED, that the Legislature hereby authorizes the Sullivan County Treasurer, on behalf of the Committee to notify the property owners regarding approval of their respective appeals, and to refund parcel FA105.-5-2.3 the amount that they were overcharged (\$360.00), and to reflect the records on parcel TU19.-1-2 that the parcel is exempt from the Solid Waste fee.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2013.

**RESOLUTION NO. INTRODUCED BY THE EXECUTIVE COMMITTEE
RATIFYING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY
OF SULLIVAN AND THE TEAMSTERS LOCAL 445, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS (MAIN UNIT) AND AUTHORIZING THE
COUNTY MANAGER TO EXECUTE SAID AGREEMENT**

WHEREAS, the collective bargaining agreement between the County of Sullivan and Teamsters Local 445, International Brotherhood of the Teamsters Local 445, International Brotherhood of Teamsters (Main Unit) (hereinafter “Teamsters”) expired on December 31, 2012;

WHEREAS, negotiations conducted pursuant to the provisions of Article 14 of the New York State Civil Service Law (Public Employees Fair Employment Act) have resulted in a Memorandum of Agreement, attached hereto and made a part hereof; and

WHEREAS, the employees represented by the Teamsters have voted and ratified the terms and conditions of employment, as set forth in the aforementioned Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of employment of employees represented by the Teamsters, as set forth in the Memorandum of Agreement attached hereto and made a part hereof be and hereby are ratified, in recognition of the ratification by the Teamsters; and

BE IT FUTHER RESOLVED, that the County Manager is hereby authorized to execute the aforementioned Memorandum of Agreement; and

BE IT FUTHER RESOLVED, the County Manager is hereby authorized to execute an Agreement incorporating the terms and conditions of employment in accordance with the Memorandum of Agreement, said Collective Bargaining Agreement to be in such form as the County Attorney shall approve.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2013.

MEMORANDUM OF AGREEMENT

by and between

The County of Sullivan

And

**The Teamsters Local 445,
International Brotherhood of Teamsters**

WHEREAS, the County of Sullivan (“County”) and the Teamsters Local 445, International Brotherhood of Teamsters (“Teamsters” or “Union”), are parties to a Collective Bargaining Agreement (“Agreement”) for the term January 1, 2008 through December 31, 2012, as modified by a Memorandum of Agreement dated August 16, 2010, and Resolution No. 538-10 related to Tuition Reimbursement, and a Side Agreement dated June 20, 2013 regarding Step 2 Grievance; and

WHEREAS, after substantial negotiations and agreement, the County and Teamsters wish to modify the Agreement.

NOW, THEREFORE, the parties agree that the Agreement be, and it is hereby modified as follows:

1. Term January 1, 2013 through December 31, 2017.
2. Article III Compensation, shall be amended as follows at Section 302:
 - Effective January 1, 2013 a 0% increase in base salaries.
 - Effective January 1, 2014 all employees will receive a one-time payment (not added to annual salary) of Seven hundred and fifty (\$750.00) dollars.
 - Effective January 1, 2015, a 1% increase in annual salaries.
 - Effective January 1, 2016, a 1% increase in annual salaries.
 - Effective January 1, 2017, a 2% increase in annual salaries.
3. Amend Article XIX Pensions and Health Insurance
 - Effective January 1, 2016, employees shall contribute an additional One hundred and fifty (\$150.00) dollars towards health insurance coverage, excluding those

who are currently paying 10%. For employees contributing 15% with a cap, the cap amount shall be increased by \$150.00.

- Effective January 1, 2017, employees shall contribute an additional Three hundred and fifty (\$350.00) dollars towards health insurance coverage, excluding those who currently are paying 10%. For employees contributing 15% with a cap, the cap amount shall be increased by \$350.00.
- The additional premium contributions shall apply to both individual and family coverage as applicable and outlined herein:

<u>Employee Date of Hire</u>	<u>Current Payment Through 2015</u> Indv/Family	<u>2016 Payment</u> Indv/Family	<u>2017 Payment</u> Indv/Family
Hired Prior to 6/8/1984	\$0/\$0	\$150/\$150	\$500/\$500
Hired from 6/8/1984-11/30/1999	\$0/\$750	\$150/\$900	\$500/\$1,250
Hired from 12/1/1999-12/8/2004	\$350/\$950	\$500/\$1,100	\$850/\$1,450
Hired from 12/9/2004-8/31/2010	10% of premium costs	10%	10%
Hired on or after 9/1/2010	15% with cap \$1,250 Indv \$2,500 Family	15% with cap \$1,400 Indv \$2,650 Fam	15% with cap \$1,750 Indv \$3,000 Fam

4. The parties agree to amend Article IV, Section 405 by increasing the compensatory time accrual from two hundred and ten (210) hours to two hundred and forty (240) hours.
5. The parties agree to amend Article XII, Section 1204
 - Effective January 1, 2014 –
Full Uniforms: seven hundred and seventy five (\$775.00) dollars per year, payable at three hundred and eighty seven dollars and fifty cents (\$387.50) every six (6) months;
Partial Uniforms: five hundred and seventy five (\$575.00) dollars per year, payable at two hundred and eighty seven dollars and fifty cents (\$287.50) every six (6) months.
6. The parties agree to amend Article II Section 201 to remove references to Sullivan County Community College (“SCCC”).
7. The parties agree to amend Article II, Section 206 to correct the Teamsters’ address to read 15 Stone Castle Road, Rock Tavern, New York 12575.

8. The parties agree to delete Article IV, Section 407 in its entirety and re-number the remaining sections as appropriate.
9. The parties agree to amend Article VI by deleting Section 603 and re-number the remaining sections as appropriate.
10. The parties further agree that the reference in Article VI, Section 603 to 23 shop stewards, and one day annual leave for training, per steward will be moved to Article XXIII, Section 2304. Article XXIII, Section 2304 will be amended to add at the end of the paragraph, “The County acknowledges that there is a total of twenty-three (23) shop stewards, including three (3) of which are elected as Chief Shop Stewards/ Assistant Shop Stewards.”
11. The parties agree to amend Article XII, Section 1204 by removing the reference to Sullivan County Community College (“SCCC”). The parties further agree to amend the current CBA by removing all other references to SCCC employees, as they are no longer party to this Agreement.
12. The parties agree to modify Union non-economic proposal no. 27 – Effective August 1, 2013, “Reinstatements shall not be counted as continuous service for the purposes of overtime, or choosing shifts/vacations/there will be a separate reinstatement date used, unless doing so would be contrary to law.” The parties further agree to clarify where this provision will be placed.
13. The parties agree to execute a side letter to clarify that the Peace Officer Stipend per County Resolution 480.05 shall be paid at the time of hiring. A proposed Side Letter is attached.

14. The parties agree to modify Article XVI, section 1602 b, page 32 by inserting after the phrase “a limited geographic areas” (identifying the towns and highway numbers affected).
15. The parties agree to execute a Side Letter regarding the NYSHIP Buyout Rule. A Side Letter is attached.
16. The parties agree to execute a side letter stating that Article II, section 205 applies to deductions for the Union’s DRIVE campaign. A proposed Side Letter is attached.
17. The parties agree that the following open items will be submitted to labor management for further discussion:
 - Union economic proposal #19 Section 1103 regarding the provision of vehicles.
 - Union economic proposal #21 requesting a sick leave bank policy.
 - Union non-economic proposal #36 regarding emailing civil service testing announcements.
18. Except as indicated above, all other terms and conditions set forth in the Agreement shall remain in full force and effect.
19. This Agreement shall be subject to approval by the County Legislature and ratification by the membership of the Teamsters. The parties’ respective negotiating teams agree to recommend such approval/ratification to their principles.
20. Once ratified by both parties, the Agreement shall be edited so as to incorporate all of the terms of the original contract, and any related MOA’s, Side Agreements, and Resolutions as referenced herein, into a single document which shall be executed by the parties and printed for circulation to the members of the Bargaining Unit.

AGREED TO this ____ day of August 2013, Sullivan County.

For Sullivan County:

For Teamsters:

James W. Roemer, Jr., Esq.

Sandra Shaddock

Chief Negotiator

Vice President and Chief Negotiator

Carolyn Hill
Personnel Officer

Lynda Levine
Director of Human Resources

Joshua Potosek
Acting County Manager

Side Letter
Between
Sullivan County
and
Teamsters Local 445, International Brotherhood of Teamsters

Re: Peace Officer Stipend

The parties agree that the Peace Officer Stipend provided by County Resolution No. 480.05 shall be paid at the time of hiring.

County of Sullivan

Teamsters Local 445

By: _____
Joshua Potosek,
Acting County Manager

By: _____
Sandra Shaddock,
Vice President

Date: _____

Date: _____

Side Letter
Between
Sullivan County
And
Teamsters Local 445, International Brotherhood of Teamsters

Re: NYSHIP Buyout Rule

Article XIX, Section 1907(vi) provides an opt-out payment for an employee who opts out of health insurance coverage offered by the County. Pursuant to Article XIX, Section 1904, the County offers health insurance through the New York State Health Insurance Plan (“NYSHIP”). In May 2012, the New York State Department of Civil Service, which administers NYSHIP, issued a policy/rule affecting the health insurance buyout program of participating employers, such as the County of Sullivan.

The parties acknowledge and agree that the County’s obligation to provide the health insurance buyout pursuant to Section 1907 (vi) is subject to the legally binding rules and regulations of the NYSHIP plan. If the County is prohibited from paying the buyout payment by application of the NYSHIP Buyout Rule, the Teamsters agree that such non-payment shall not constitute a violation of the Agreement. The parties further agree that should the NYSHIP Buyout Rule be amended, repealed, or held invalid by a Court of competent jurisdiction, then the employees affected shall receive the buyout payment prospectively unless a Court orders retroactive payment.

County of Sullivan

Teamsters Local 445

By: _____
Joshua Potosek,
Acting County Manager

By: _____
Sandra Shaddock,
Vice President

Date: _____

Date: _____

Side Letter
Between
Sullivan County
And
Teamsters Local 445, International Brotherhood of Teamsters

Re: Teamsters DRIVE Campaign

The parties agree that the language of Article II, Section 205, “The employer shall deduct from the wages of the employees, regular membership dues, and *other authorized deductions for those employees who sign authorization permitting such deductions*” applies to deductions for the Union’s DRIVE Campaign. Upon submission of appropriate signed authorizations, the County shall deduct the designated amount from the employee’s wages and transmit the funds collected to the Union pursuant to Sections 206 and 207 of the Agreement. The parties agree that authorized deductions will be based on a flat dollar amount and not percentage of salary.

The Union agrees to hold the County harmless for any and all damages it may sustain as a result of making the DRIVE deductions.

County of Sullivan

Teamsters Local 445

By: _____
Joshua Potosek,
Acting County Manager

By: _____
Sandra Shaddock,
Vice President

Date: _____

Date: _____

RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO SET A PUBLIC HEARING FOR A PROPOSED LOCAL LAW ENTITLED LOCAL LAW TO EXCEED THE NEW YORK STATE PROPERTY TAX CAP FOR 2014

WHEREAS, there has been introduced and presented at a meeting of the Sullivan County Legislature held on September 19, 2013 a proposed Local Law entitled "A LOCAL LAW TO EXCEED THE NEW YORK STATE PROPERTY TAX CAP FOR 2014."

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said proposed local law by the Sullivan County Legislature on October 17, 2013 at 4:00PM, in the Legislative Hearing Room, County Government Center, Monticello, New York, and at least six (6) days' notice of the public hearing be given by the Clerk of the Sullivan County Legislature by due posting thereof on the bulletin board of the County of Sullivan and by publishing such notice at least once in the official newspapers of the County.

COUNTY OF SULLIVAN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been duly presented and introduced at a meeting of the Legislature of the County of Sullivan, New York, held on September 19, 2013, a proposed Local Law entitled "A Local Law to exceed the New York State Property Tax Cap for 2014."

NOTICE IS FURTHER GIVEN that the Legislature of the County of Sullivan will conduct a public hearing on the aforesaid proposed Local Law at the Legislature's Hearing Room, County Government Center, Monticello, New York, 12701, on October 17, 2013 at 4:00PM. at which time all persons interested will be heard.

DATED: September 19, 2013

ANNMARIE MARTIN
Clerk of the Legislature
County of Sullivan, New York

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

To: Sullivan County Legislature

Fr: Edward McAndrew, P.E.

Re: Request for Consideration of a Resolution: To amend Capital Plan for 2 SW contain

Date: September 19, 2013

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

Resolution to amend the Capital Plan for the purchase of two solid waste
containers.

Is subject of Resolution mandated? Explain:

Does Resolution require expenditure of funds? Yes No

If "Yes, provide the following information:

Amount to be authorized by Resolution: \$ 20,000.00

Are funds already budgeted? Yes No

If "Yes" specify appropriation code(s): CL-8160-21-2103 *Pending Resolution*

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

Estimated Cost Breakdown by Source:

County \$ 20,000.00 Grant(s) \$ _____

State \$ _____ Other \$ _____

Federal Government \$ _____ (Specify) _____

Verified by Budget Office: *Janet My...*

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

If "Yes", provide information requested on Pages 2 and 3.

Request for Authority to Enter into Contract with [_____] of
[_____]

Nature of Other Party to Contract: .

Other:

Duration of Contract: From _____ To _____

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

If "Yes" provide the following information:

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

Amount authorized by prior contract(s): _____

Resolutions authorizing prior contracts (Resolution #s): _____

Future Renewal Options if any:

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

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

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

Containers are required to continue the County Solid Waste operations.

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

Efforts made to find Less Costly alternative:

Purchase is by competitive bid process.

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

N/A

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

Not applicable

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

Pre-Legislative Approvals:

- A. Director of Purchasing: Andy Jones Date 9/18/13
- B. Management and Budget: Janet Myer Date 9/18/13
- C. Law Department: S. J. Joeger Date 9/18/13
- D. County Manager: John Peral Date 9/18/13
- E. Other as Required: _____ Date _____

Vetted in _____ Committee on _____

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AMEND THE CAPITAL PLAN FOR THE PURCHASE OF TWO SOLID WASTE CONTAINERS

WHEREAS, the Department of Public Works is responsible for refuse and recyclable material at the County operated Solid Waste facilities, and

WHEREAS, the New York State Department of Environmental Conservation requires that we have adequate containers for storage and transportation of refuse and recyclables, and

WHEREAS, the Department of Public Works has funding available to offset the cost of the container purchase from auction proceeds.

NOW, THEREFORE, BE IT RESOLVED, that the Legislature of the County of Sullivan, hereby amends the adopted Capital Plan in accordance with Section C2.02(N) of the Sullivan County Charter, upon a two-thirds vote of the membership thereof as follows:

1. Establish operating funding for purchase of two (2) solid waste containers.
2. Increase Expense Account CL8160-21-2103 \$20,000.00
 Decrease Expense Account DM5130-48-45-4540 \$20,000.00

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AMEND THE CAPITAL PLAN FOR THE PURCHASE OF TWO SOLID WASTE CONTAINERS

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WHEREAS, the New York State Department of Environmental Conservation requires that we have adequate containers for storage and transportation of refuse and recyclables, and

WHEREAS, the Department of Public Works has funding available to offset the cost of the container purchase from auction proceeds.

NOW, THEREFORE, BE IT RESOLVED, that the Legislature of the County of Sullivan, hereby amends the adopted Capital Plan in accordance with Section C2.02(N) of the Sullivan County Charter, upon a two-thirds vote of the membership thereof as follows:

1. Establish operating funding for purchase of two (2) solid waste containers.
2. Increase Expense Account CL8160-21-2103 \$20,000.00
 Decrease Expense Account DM5130-48-45-4540 \$20,000.00

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

To: Sullivan County Legislature

Fr: Edward McAndrew, P.E.

Re: Request for Consideration of a Resolution: Amend Capital Plan to purchase two vehicles

Date: September 19, 2013

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

Resolution to amend the Capital Plan for the purchase of two vehicles for Transportation.

Is subject of Resolution mandated? Explain:

Does Resolution require expenditure of funds? Yes No

If "Yes, provide the following information:

Amount to be authorized by Resolution: \$ 110,000.00

Are funds already budgeted? Yes No

If "Yes" specify appropriation code(s): A-5680-21-2105 *Pending Resolution*

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

Estimated Cost Breakdown by Source:

County	\$ <u>110,000.00</u>	Grant(s)	\$ _____
State	\$ _____	Other	\$ _____
Federal Government	\$ _____	(Specify)	_____

Verified by Budget Office: *Janet Myer*

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

If "Yes", provide information requested on Pages 2 and 3.

Request for Authority to Enter into Contract with [_____] of
[_____]

Nature of Other Party to Contract: .

Other:

Duration of Contract: From _____ To _____

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

If "Yes" provide the following information:

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

Amount authorized by prior contract(s): _____

Resolutions authorizing prior contracts (Resolution #s): _____

Future Renewal Options if any:

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

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

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

New buses are required to continue to operate the County Transportation system.

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

Efforts made to find Less Costly alternative:

To be purchased from New York State bid.

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

N/A

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

Not Applicable

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

Pre-Legislative Approvals:

- A. Director of Purchasing: Andy Jones Date 9/19/13
- B. Management and Budget: Janet Myer Date 9/18/13
- C. Law Department: S. Hoag Date 9/18/13
- D. County Manager: John Bonds Date 9/18/13
- E. Other as Required: _____ Date _____

Vetted in _____ Committee on _____

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AMEND THE CAPITAL PLAN FOR THE PURCHASE OF TWO VEHICLES FOR TRANSPORTATION

WHEREAS, the Department of Transportation provides transportation services to residents of Sullivan County, and

WHEREAS, in order to continue to provide safe and reliable transportation the Department is in need of two new vehicles, including one (1) sixteen passenger bus and one (1) fifteen passenger bus, and

WHEREAS, the Department of Public Works has funding available to offset a portion of the cost of the vehicle purchase from State Transportation Operating Assistance (STOA).

NOW, THEREFORE, BE IT RESOLVED, that the Legislature of the County of Sullivan, hereby amends the adopted Capital Plan in accordance with Section C2.02(N) of the Sullivan County Charter, upon a two-thirds vote of the membership thereof as follows:

1. Establish operating funding for purchase of one (1) sixteen passenger bus and one (1) fifteen passenger bus.

2.

Increase Expense Account	A5680-21-2105	\$110,000.00
Increase Revenue Account	A5680-R3594-R259	\$50,000.00
Increase Revenue Account	A9999-R1189-R249	\$60,000.00

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AMEND THE CAPITAL PLAN FOR THE PURCHASE OF TWO VEHICLES FOR TRANSPORTATION

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1. Establish operating funding for purchase of one (1) sixteen passenger bus and one (1) fifteen passenger bus.

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Increase Expense Account	A5680-21-2105	\$110,000.00
Increase Revenue Account	A5680-R3594-R259	\$50,000.00
Increase Revenue Account	A9999-R1189-R249	\$60,000.00