



**SULLIVAN COUNTY LEGISLATURE**  
**Planning, Environmental Management and Real Property Committee**  
*Thursday, April 24, 2014 ~ 10:00 AM*

**Committee Members: Alan Sorensen (Chair); Ira Steingart (Vice Chair);  
Cora Edwards; Cindy Kurpil Geiger and Gene Benson**

**AGENDA**

**DISCUSSION: None**

**PRESENTATIONS: None**

**RESOLUTIONS:**

**COUNTY ATTORNEY - None**

**COUNTY TREASURER**

- 1. To convey property acquired by the County of Sullivan by Virtue of an In Rem Tax Foreclosure Proceeding for the 2012 Lien Year in the Town of Rockland known as Rockland 17.-1-36.14.**
- 2. To retain property for public use acquired by the County of Sullivan by Virtue of the In Rem Tax Foreclosure Proceeding for the 2012 Lien year in the Town of Thompson known as Thompson 12.-1-26.**
- 3. To convey property acquired by the County of Sullivan by virtue of the In Rem Tax Foreclosure proceeding for the 2012 Lien Year In the Town of Thompson known as Thompson 61.-1-41.1**

**PLANNING – None**

**REAL PROPERTY –**

- 4. To amend the License Agreement and Fee Schedule for GIS Digital Data Requests.**
- 5. To exempt members of the NYS GIS Clearinghouse to sign the Digital Data License Agreement established by the County.**
- 6. To correct the 2014 Tax Roll of the Town of Thompson for Tax Map #7.-1-39.5.**

**DEPARTMENT/PROGRAM UPDATES AND REPORTS:**

County Attorney: - None  
County Treasurer: - Update on Current Issues  
Real Property: - Monthly Deed and Subdivision Report

**DIVISION DISCUSSION ITEMS: None**

**PUBLIC COMMENTS:**

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

**To:** Sullivan County Legislature

**Fr:** Planning, Environmental Management and Real Property

**Re:** Request for Consideration of a Resolution: To convey property known as RO17.-1-36.14

**Date:**

**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.]

To authorize the Chairman of the Legislature to execute the necessary documents in order to convey the premises known as RO17.-1-36.14 to the Town of Rockland

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**Is subject of Resolution mandated? Explain:**

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**Does Resolution require expenditure of funds? Yes \_\_\_ No**

**If "Yes, provide the following information:**

**Amount to be authorized by Resolution: \$** \_\_\_\_\_

**Are funds already budgeted? Yes\_\_ No \_\_\_**

**If "Yes" specify appropriation code(s):** \_\_\_\_\_

**If "No", specify proposed source of funds:** \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

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

**Verified by Budget Office:** Janet Meyer

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

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

Request for Authority to Enter into Contract with \_\_\_\_\_ of \_\_\_\_\_

Nature of Other Party to Contract: .

Other:

Duration of Contract: From \_\_\_\_\_ To \_\_\_\_\_

Is this a renewal of a prior Contract? Yes \_\_\_ No \_\_\_

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Efforts made to find Less Costly alternative:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ *not applicable*

Person(s) responsible for monitoring contract (Title): \_\_\_\_\_

**Pre-Legislative Approvals:**

- A. Director of Purchasing: Taty Jones Date 4/21/14
- B. Management and Budget: Janel Myer Date 4/21/14
- C. Law Department: S. Hooger Date 4/21/14
- D. County Manager: John Bond Date 4/21/14
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**To:** Sullivan County Legislature

**Fr:** Planning, Environmental Management and Real Property

**Re:** Request for Consideration of a Resolution: To retain property known as TH12.-1-26

**Date:**

**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.]

To authorize the County Treasurer to remove said property from the Auction to be held on June, 2014

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**Is subject of Resolution mandated? Explain:**

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**Does Resolution require expenditure of funds? Yes \_\_\_ No**

**If "Yes, provide the following information:**

**Amount to be authorized by Resolution: \$** \_\_\_\_\_

**Are funds already budgeted? Yes \_\_\_ No \_\_\_**

**If "Yes" specify appropriation code(s):** \_\_\_\_\_

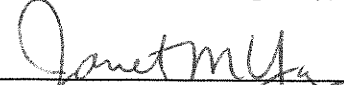
**If "No", specify proposed source of funds:** \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

**County** \$ \_\_\_\_\_ **Grant(s)** \$ \_\_\_\_\_

**State** \$ \_\_\_\_\_ **Other** \$ \_\_\_\_\_

**Federal Government** \$ \_\_\_\_\_ **(Specify)** \_\_\_\_\_

**Verified by Budget Office:**  \_\_\_\_\_

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

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

Request for Authority to Enter into Contract with [ \_\_\_\_\_ ] of  
[ \_\_\_\_\_ ]

Nature of Other Party to Contract: .

Other:

Duration of Contract: From \_\_\_\_\_ To \_\_\_\_\_

Is this a renewal of a prior Contract? Yes \_\_\_ No \_\_\_

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Efforts made to find Less Costly alternative:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ *Not Applicable* \_\_\_\_\_

Person(s) responsible for monitoring contract (Title): \_\_\_\_\_

**Pre-Legislative Approvals:**

- A. Director of Purchasing: Kathy Jones Date 4/21/14  
B. Management and Budget: Janet Myers Date 4/21/14  
C. Law Department: S. Gardner Date 4/21/14  
D. County Manager: Julie Reed Date 4/22/14  
E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_



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

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

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

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

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

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

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

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

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

**To:** Sullivan County Legislature

**Fr:** Planning, Environmental Management and Real Property

**Re:** Request for Consideration of a Resolution: To convey property known as TH61.-1-41.1

**Date:**

**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.]

To authorize the Chairman of the Legislature to execute the necessary documents in order to convey the premises known as TH61.-1-41.1 to the Town of Thompson

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\_\_\_\_\_

\_\_\_\_\_

**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: \$** \_\_\_\_\_

**Are funds already budgeted? Yes \_\_\_ No \_\_\_**

**If "Yes" specify appropriation code(s):** \_\_\_\_\_

**If "No", specify proposed source of funds:** \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

**County** \$ \_\_\_\_\_ **Grant(s)** \$ \_\_\_\_\_

**State** \$ \_\_\_\_\_ **Other** \$ \_\_\_\_\_

**Federal Government** \$ \_\_\_\_\_ **(Specify)** \_\_\_\_\_

**Verified by Budget Office:** 

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

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

Request for Authority to Enter into Contract with [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ]

Nature of Other Party to Contract: .

Other:

Duration of Contract: From \_\_\_\_\_ To \_\_\_\_\_

Is this a renewal of a prior Contract? Yes \_\_\_ No \_\_\_

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Efforts made to find Less Costly alternative:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ *not applicable* \_\_\_\_\_

Person(s) responsible for monitoring contract (Title): \_\_\_\_\_

**Pre-Legislative Approvals:**

- A. Director of Purchasing: *Tasha Lewis* Date *4/21/14*  
B. Management and Budget: *Janet Myers* Date *4/21/14*  
C. Law Department: *S. Yasgur* Date *4/21/14*  
D. County Manager: *John Board* Date *4/22/14*  
E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_

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

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

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

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

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

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

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

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

**To:** Sullivan County Legislature

**Fr:** Edward Homenick, Deputy Director, Real Property Tax Services

**Re:** Request for Consideration of a Resolution: To amend license agreement and fee schedule for digital GIS data requests.

**Date:** March 26, 2014

**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.]

The fee schedule that we currently use is not specific enough to allow for consistent pricing of digital data. The change in the fee schedule includes adding a cost per feature fee and the addition of specific feature class types and associated fees.

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**Is subject of Resolution mandated? Explain:**

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**Does Resolution require expenditure of funds? Yes \_\_\_ No**

**If "Yes, provide the following information:**

**Amount to be authorized by Resolution: \$** \_\_\_\_\_

**Are funds already budgeted? Yes \_\_\_ No \_\_\_**

**If "Yes" specify appropriation code(s):** \_\_\_\_\_

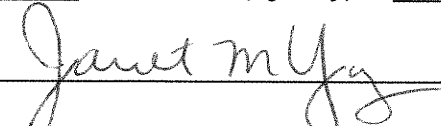
**If "No", specify proposed source of funds:** \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

**County** \$ \_\_\_\_\_ **Grant(s)** \$ \_\_\_\_\_

**State** \$ \_\_\_\_\_ **Other** \$ \_\_\_\_\_

**Federal Government** \$ \_\_\_\_\_ **(Specify)** \_\_\_\_\_

**Verified by Budget Office:**  \_\_\_\_\_

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

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

Request for Authority to Enter into Contract with [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ]

Nature of Other Party to Contract: .

Other:

Duration of Contract: From \_\_\_\_\_ To \_\_\_\_\_

Is this a renewal of a prior Contract? Yes \_\_\_ No \_\_\_

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Efforts made to find Less Costly alternative:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ *Not Applicable* \_\_\_\_\_

Person(s) responsible for monitoring contract (Title): \_\_\_\_\_

**Pre-Legislative Approvals:**

- A. Director of Purchasing: Jason Jones Date 4/21/14
- B. Management and Budget: Jeremy Date 4/21/14
- C. Law Department: S. Gaspar Date 4/21/14
- D. County Manager: John Paul Date 4/22/14
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_



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

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

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

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

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

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



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

**DIGITAL DATA RELEASE LICENSE AGREEMENT**

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

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

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

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

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

1. Payment: Licensee shall pay County the fees set forth on the attached Schedule A.

2. Ownership of Material: This Agreement does not constitute a transfer of title or interest in the Data. Any portion of the Data that is modified or merged into another computer file or program by the Licensee, or is integrated with other

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

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

4. Permitted Uses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LICENSEE**

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

**COUNTY OF SULLIVAN**

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

**OFFICE OF REAL PROPERTY TAX SERVICES**

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

**DEPARTMENT OF LAW  
APPROVED AS TO FORM**

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



Schedule A

EDWARD HOMENICK  
DEPUTY DIRECTOR

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



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

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

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

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

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

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



**Schedule A**

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

After completing all appropriate information, please submit this form, the signed ORIGINAL license agreement, and full payment to the Real Property Services Office for processing. Thank you!  
Rev. 03/26/2014

**Schedule A**

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

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

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

**NOTES:**

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

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

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

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

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

**To:** Sullivan County Legislature

**Fr:** Edward Homenick, Deputy Director, Real Property Tax Services

**Re:** Request for Consideration of a Resolution: To exempt members of the NYS GIS Clearinghouse to sign digital data license

**Date:** March 26, 2014

**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.]

Members of the NYS GIS Clearinghouse Cooperative (GISCC) will not be required to sign our digital data license agreement because the GISCC data sharing agreement already prohibits its members from sharing our data. Labor cost savings will be realized because the time needed to write these agreements will be eliminated, and because the data can now be uploaded to the clearinghouse website and made available to the GISCC members.

**Is subject of Resolution mandated? Explain:**

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**Does Resolution require expenditure of funds? Yes \_\_\_ No**

**If "Yes, provide the following information:**

**Amount to be authorized by Resolution: \$ \_\_\_\_\_**

**Are funds already budgeted? Yes \_\_\_ No \_\_\_**

**If "Yes" specify appropriation code(s): \_\_\_\_\_**

**If "No", specify proposed source of funds: \_\_\_\_\_**

**Estimated Cost Breakdown by Source:**

**County \$ \_\_\_\_\_ Grant(s) \$ \_\_\_\_\_**

**State \$ \_\_\_\_\_ Other \$ \_\_\_\_\_**

**Federal Government \$ \_\_\_\_\_ (Specify) \_\_\_\_\_**

**Verified by Budget Office:** Janet Myers

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

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

Request for Authority to Enter into Contract with [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ]

Nature of Other Party to Contract: .

Other:

Duration of Contract: From \_\_\_\_\_ To \_\_\_\_\_

Is this a renewal of a prior Contract? Yes \_\_\_ No \_\_\_

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Efforts made to find Less Costly alternative:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ *Not Applicable* \_\_\_\_\_

Person(s) responsible for monitoring contract (Title): \_\_\_\_\_

**Pre-Legislative Approvals:**

- A. Director of Purchasing: Kathy Jones Date 4/21/14
- B. Management and Budget: Jamie Myers Date 4/21/14
- C. Law Department: S. Grogan Date 4/21/14
- D. County Manager: John Pate Date 4/22/14
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_

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

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

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

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

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

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

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

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

**To:** Sullivan County Legislature

**Fr:** Edward Homenick, Deputy Director of Real Property Tax Services

**Re:** Request for Consideration of a Resolution: Correction of Errors

**Date:** March 12, 2014

**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.]

This is a Resolution to approve a correction of the 2014 tax rolls for town and county purposes pursuant to section 554 of the Real Property Tax Law that was caused by an entry on the 2014 tax roll of an unpaid sewer charge which was based on inaccurate flow readings resulting in an incorrect amount of billable units.

**Is subject of Resolution mandated? Explain:**

This Resolution is mandated by Section 554 of the Real Property Tax Law

**Does Resolution require expenditure of funds? Yes  No**

**If "Yes, provide the following information:**

Amount to be authorized by Resolution: \$ 33,814.96

Are funds already budgeted? Yes  No

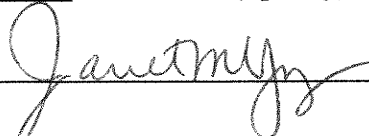
If "Yes" specify appropriation code(s): A1989-99-47-4731

If "No", specify proposed source of funds: \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

County	\$ <u>0.00</u>	Grant(s)	\$ _____
State	\$ _____	Other	\$ <u>33,814.96</u>
Federal Government	\$ _____	(Specify)	<u>Town of Thompson</u>

**Verified by Budget Office:** \_\_\_\_\_



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

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

Request for Authority to Enter into Contract with [ \_\_\_\_\_ ] of  
[ \_\_\_\_\_ ]

Nature of Other Party to Contract: .

Other:

Duration of Contract: From \_\_\_\_\_ To \_\_\_\_\_

Is this a renewal of a prior Contract? Yes \_\_\_ No \_\_\_

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Efforts made to find Less Costly alternative:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ *Not Applicable* \_\_\_\_\_

Person(s) responsible for monitoring contract (Title): \_\_\_\_\_



**Pre-Legislative Approvals:**

- A. Director of Purchasing: Kathy Jones Date 4/21/14
- B. Management and Budget: Janet Myers Date 4/21/14
- C. Law Department: S. Yastger Date 4/21/14
- D. County Manager: John Reed Date 4/22/14
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL  
MANAGEMENT AND REAL PROPERTY COMMITTEE TO  
CORRECT THE 2014 TAX ROLL OF THE TOWN OF THOMPSON  
FOR TAX MAP #7.-1-39.5**

**WHEREAS**, an application dated January 21, 2014 having been filed by SDTC – The Center for Discovery Inc with respect to property assessed to said applicant on the 2014 tax roll of the Town of Thompson Tax Map #7.-1-39.5 pursuant to Section 554 of the Real Property Tax Law, to correct an entry on the 2014 tax roll of an unpaid sewer charge which was based on inaccurate flow readings resulting in an incorrect amount of billable units.

**WHEREAS**, the Deputy Director of Real Property Tax Services has duly investigated the application and filed his report dated March 12, 2014 recommending this Board approve said application; and

**WHEREAS**, this Board 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 \_\_\_\_\_, 2014.

# S.C.R.P.T.S. DEED/SUBDIVISION REPORT

MONTH OF			March		2014				
						DEEDS		SUBDIVISION LOTS	
SUBDIVISION LOTS	DEEDS	TOWN	MONTH	2013	2014	2013	2014		
	12	BETHEL	JANUARY	259	228	0	8		
	12	CALLICOON	FEBRUARY	231	200	3	8		
	10	COCHECTON	MARCH	171	205	6	14		
	6	DELAWARE	APRIL						
14	48	FALLSBURG	MAY						
	2	FORESTBURGH	JUNE						
	5	FREMONT	JULY						
	7	HIGHLAND	AUGUST						
	15	LIBERTY	SEPTEMBER						
	9	LUMBERLAND	OCTOBER						
	25	MAMAKATING	NOVEMBER						
	5	NEVERSINK	DECEMBER						
	4	ROCKLAND	TOTAL	661	633	9	30		
	30	THOMPSON							
	15	TUSTEN							
14	205								
			<b>633 NEW DEEDS RECEIVED IN 2014</b>						
			<b>30 NEW SUBDIVISION LOTS FILED IN 2014</b>						

This report reflects the number of deeds received for processing during March 2014.

12 unit of the Subdivision lots total for March 2014 was a Condo.