



**EXECUTIVE COMMITTEE**  
**August 21, 2014 at 11:30AM**

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

**I. COUNTY MANAGER'S MONTHLY REPORT**

**II. COUNTY ATTORNEY'S MONTHLY REPORT**

**III. PRESENTATION**  
None

**IV. DISCUSSION**

1. Vacancy Requests
2. Charter Revision Commission
3. Energize New York

**V. RESOLUTIONS :**

1. Convey LI 112.-5-17 to Robert Dadras **(NEEDS TO BE UNTABLED)**
2. Designate The County Legislature as the County's Traffic Safety Board
3. To Apportion Cost of The County Self-Insurance Plan and Levying Taxes Therefore
4. To Modify Resolution No. 456-13
5. Adopt the SCCC 2014-2015 Budget
6. To Authorize Award & Execution of Contract with Dr. Charles Chung
7. To Appoint One Member to The Sullivan County Human Rights Commission
8. To Reappoint Four Members of the Sullivan County Human Rights Commission
9. To Support Necessary Reforms to New York Labor Law 240 and 241
10. To Retain Orseck Law Offices to Represent The Commissioner of Health and Family Services in a Civil Matter
11. To Create a New Position in The County Clerk's Office
12. Enact a local law regarding Electrical Licensing
13. Authorize contract amendment with Verizon of New York, Inc., to continue maintenance of Enhanced 911 Telephone Equipment

Vacancy Request Fact Sheet

Date: 8/21/2014

Department: DFS

Department Head: Randy J. Parker, Commissioner

Position/Duties: Caseworker w/ backfills

Budget Position: 2724 ✓

The Caseworker position is to be assigned to Children's Services. Caseworker provides case work services for individuals and/or their families, including children, to assist them in their economic, emotional, social and environmental difficulties. Caseworker formulates and carries out plans to meet the needs of the individual or family. Provides counseling to motivate the individual or family to increase their own capacity and confidence in their ability to handle problems.

Salary:	\$34,709.00
Benefits:	\$29,728.81
Total Cost:	\$64,437.81
County Share:	\$12,887.56
Federal Share:	\$32,218.91
State Share:	\$19,331.34

Budgeted:	Budget Line:
\$34,709.00	A6010.57.10
\$29,728.81	A6010.57.80
\$32,218.91	A6010.57.R4610R228
\$19,331.34	A6010.57.R3610R167

Date of Vacancy: 7/28/2014 ✓

Notes:

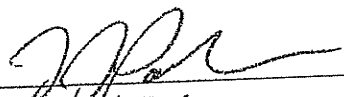
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Date Received 8/4/14 Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_ Committee Vote:

Denied \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Randy J. Parker

V I

Vacancy Request Fact Sheet

Date: 8/21/2014

Department: DFS

Department Head: Randy J. Parker, Commissioner

Position/Duties: Account Clerk TFT (HEAP)

Budget Position: 2946 ✓

This is an annual temporary position hired for 6 months for the HEAP season. This position is critical to provide for the safety and welfare of the general public and to ensure all emergency applications and phone calls are addressed for winter heat source/utilities in compliance with State Mandate that emergency applications for HEAP benefits be addressed in the allotted time constraint.

Salary: \$11,229.00

Benefits: \$3,806.00

Total Cost: \$15,035.00

County Share:

Federal Share: \$15,035.00

State Share:

Other:

Mandated:

Budgeted: Budget Line:

\$11,229.00 A6010-52-10

\$1,533.47 A6010-52-80

\$(15,035.00) A6010-52-R4610R228

Date of Vacancy:

Notes: Impact if this position is not filled: Families will not receive oil, utilities and/or a heating source during the winter months and throughout the year.

Date Received 8/4/14 Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_ Committee Vote:

Denied \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:  \_\_\_\_\_  
Randy J. Parker

V2

Vacancy Request Fact Sheet

**Date:** 8/21/2014

**Department:** DFS

**Department Head:** Randy J. Parker, Commissioner

**Position/Duties:** Account Clerk TFT (HEAP)

**Budget Position:** 2947 ✓

This is an annual temporary position hired for 6 months for the HEAP season. This position is critical to provide for the safety and welfare of the general public and to ensure all emergency applications and phone calls are addressed for winter heat source/utilities in compliance with State Mandate that emergency applications for HEAP benefits be addressed in the allotted time constraint.

**Salary:** \$11,229.00

**Benefits:** \$3,806.00

**Total Cost:** \$15,035.00

**County Share:**

**Federal Share:** \$15,035.00

**State Share:**

**Other:**

**Mandated:**

**Budgeted:** **Budget Line:**

\$11,229.00 A6010-52-10

\$1,533.47 A6010-52-80

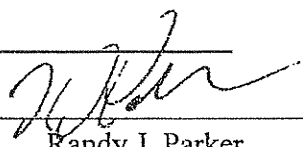
\$(15,035.00) A6010-52-R4610R228

**Date of Vacancy:**

**Notes:** Impact if this position is not filled: Families will not receive oil, utilities and/or a heating source during the winter months and throughout the year.

**Date Received** 8/4/14 **Date Reviewed** \_\_\_\_\_

**Approved** \_\_\_\_\_ **Committee Vote:**  
**Denied** \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**Held** \_\_\_\_\_  
**Reviewed:**   
Randy J. Parker

V3

Vacancy Request Fact Sheet

Date: 8/21/2014

Department: DFS

Department Head: Randy J. Parker, Commissioner

Position/Duties: Account Clerk TFT (HEAP)

Budget Position: 2948 ✓

This is an annual temporary position hired for 6 months for the HEAP season. This position is critical to provide for the safety and welfare of the general public and to ensure all emergency applications and phone calls are addressed for winter heat source/utilities in compliance with State Mandate that emergency applications for HEAP benefits be addressed in the allotted time constraint.

Salary: \$11,229.00

Benefits: \$3,806.00

Total Cost: \$15,035.00

County Share:

Federal Share: \$15,035.00

State Share:

Other:

Mandated:

Budgeted: Budget Line:

\$11,229.00 A6010-52-10

\$1,533.47 A6010-52-80

\$(15,035.00) A6010-52-R4610R228

Date of Vacancy:

Notes: Impact if this position is not filled: Families will not receive oil, utilities and/or a heating source during the winter months and throughout the year.

Date Received 8/4/14

Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed: 

Randy J. Parker

V4

Vacancy Request Fact Sheet

Date: 8/21/2014

Department: DFS

Department Head: Randy J. Parker, Commissioner

Position/Duties: Account Clerk TFT (HEAP)

Budget Position: 2666 ✓

This is an annual temporary position hired for 6 months for the HEAP season. This position is critical to provide for the safety and welfare of the general public and to ensure all emergency applications and phone calls are addressed for winter heat source/utilities in compliance with State Mandate that emergency applications for HEAP benefits be addressed in the allotted time constraint.

Salary: \$11,229.00

Benefits: \$3,806.00

Total Cost: \$15,035.00

County Share:

Federal Share: \$15,035.00

State Share:

Other:

Mandated:

Budgeted: Budget Line:

\$11,229.00 A6010-52-10

\$1,533.47 A6010-52-80

\$(15,035.00) A6010-52-R4610R228

Date of Vacancy:

Notes: Impact if this position is not filled: Families will not receive oil, utilities and/or a heating source during the winter months and throughout the year.

Date Received 8/4/14

Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed: 

Randy J. Parker

V5

Vacancy Request Fact Sheet

Date: 8/21/2014

Department: DFS

Department Head: Randy J. Parker, Commissioner

Position/Duties: Account Clerk TFT (HEAP)

Budget Position: 2869 ✓

This is an annual temporary position hired for 6 months for the HEAP season. This position is critical to provide for the safety and welfare of the general public and to ensure all emergency applications and phone calls are addressed for winter heat source/utilities in compliance with State Mandate that emergency applications for HEAP benefits be addressed in the allotted time constraint.

Salary: \$11,229.00

Benefits: \$3,806.00

Total Cost: \$15,035.00

County Share:

Federal Share: \$15,035.00

State Share:

Other:

Mandated:

Budgeted: Budget Line:

\$11,229.00	A6010-52-10
\$1,533.47	A6010-52-80
\$(15,035.00)	A6010-52-R4610R228

Date of Vacancy:

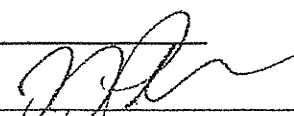
Notes: Impact if this position is not filled: Families will not receive oil, utilities and/or a heating source during the winter months and throughout the year.

Date Received 8/4/14 Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_ Committee Vote:

Denied \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Randy J. Parker

V6

Vacancy Request Fact Sheet

Date: 8/21/14

Department: DFS

Department Head: Randy J. Parker, Commissioner

Position/Duties: Family Services Investigator Trainee w/ Backfills      Budget Position: 2242 ✓

Work involves research and field investigations of individuals and/or vendors in child support cases or where there are allegations or suspicion of attempted or actual welfare fraud. Verifies information provided by clients on applications for assistance or support services. Interviews clients, their relatives and others to gather information regarding alleged violations of social services laws, including child support.

Salary:                      \$28,983.00

Benefits:                    \$28,135.37

Total Cost:                \$57,118.37

County Share:             \$19,991.43

Federal Share:            \$28,559.18

State Share:               \$8,567.75

Other:

Mandated:

<b>Budgeted:</b>	<b>Budget Line:</b>
\$28,983.00	A6010.55.10
\$28,135.37	A6010.55.80
\$(28,559.18)	A6010.55.R4610R228
\$(8,567.75)	A6010.55.R3610.R104

Date of Vacancy: 8/8/2014

Notes: \_\_\_\_\_

Date Received 8/4/14

Date Reviewed \_\_\_\_\_

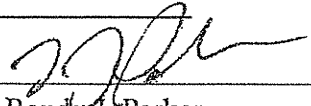
Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Randy J. Parker

V7



Vacancy Request Fact Sheet

Date: 8/21/14

Department: DFS

Department Head: Randy J. Parker, Commissioner

Position/Duties: Family Services Investigator Trainee w/ Backfills      Budget Position: 309 ✓

Work involves research and field investigations of individuals and/or vendors in child support cases or where there are allegations or suspicion of attempted or actual welfare fraud. Verifies information provided by clients on applications for assistance or support services. Interviews clients, their relatives and others to gather information regarding alleged violations of social services laws, including child support.

Salary:                    \$28,983.00

Benefits:                \$28,135.37

Total Cost:            \$57,118.37

County Share:         \$19,991.43

Federal Share:        \$28,559.18

State Share:           \$8,567.75

Other:

Mandated:

Budgeted:	Budget Line:
\$28,983.00	A6010.55.10
\$28,135.37	A6010.55.80
\$(28,559.18)	A6010.55.R4610R228
\$(8,567.75)	A6010.55.R3610.R104

Date of Vacancy: 8/29/2014

Notes: \_\_\_\_\_

Date Received 8/4/14

Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed: \_\_\_\_\_

Randy J. Parker

✓ 8

Vacancy Request Fact Sheet

Date: July 25, 2014

Department: Adult Care Center

Department Head: Deborah DeJesus

Position/Duties: Building Safety Monitor Per diem

Budget Position: 2415 ✓

Individual is responsible for answering phones, directing visitors, monitoring the lobby area while residents are present

Salary: \$ 4,000

Benefits: \$ 619

Total Cost: \$ 4619

County Share: 155

Federal Share: 1055

State Share: 2880

Other: 529

Mandated: no

Budgeted: yes Budget Line: EI-6020-77

Date of Vacancy: 3/20/13

Notes:

This individual would only work as needed to cover for call outs and scheduled time off without creating overtime.


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Date Received 8/8/14 Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_ Committee Vote:

Denied \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Randy J. Parker

V9



Vacancy Request Fact Sheet

Date: August 4, 2014

Department: Adult Care Center

Department Head: Deborah DeJesus

Position/Duties: Leisure Time Activities Aide

Budget Position: 1334

Assists residents with various activity programs including organizing the planned activity, assists with the monthly activity calendar, organize and run evening activity programs

Salary: \$ 24,553

Benefits: \$ 24,726

Total Cost: \$ 49,279

County Share: 1,651

Federal Share: 11,260

State Share: 30,725

Other: ~~5,643~~ 5643

Mandated: no

Budgeted: yes Budget Line: EI-6020-65

Date of Vacancy: 12/27/13

Notes: The individual in this position will primarily be assigned to the newly opened memory care unit.

Date Received 8/8/14

Date Reviewed \_\_\_\_\_


Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Randy J. Parker

VII

Vacancy Request Fact Sheet

Date: August 4, 2014

Department: Adult Care Center

Department Head: Deborah DeJesus

Position/Duties: Caseworker Budget Position: 100

addresses resident's needs, participates in interdisciplinary care plan meetings, provides counseling, establishes relationships with residents, families and representatives, assist with identifying the needs of residents, involved in the prescreening of prospective admissions to the facility, works closely with other staff and other agencies

Salary: \$ 34709

Benefits: \$27432

Total Cost: \$ 62141

County Share: 2082

Federal Share: 14199

State Share: 38745

Other: 7115

Mandated: no

Budgeted: yes Budget Line: EI-6020-771

Date of Vacancy: 7/25/2014

Notes:


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Date Received 8/8/14 Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_ Committee Vote:

Denied \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Randy J. Parker

V12

Vacancy Request Fact Sheet

**Date:** August 1, 2014  
**Department:** Public Health Services  
**Department Head:** Nancy McGraw, Public Health Director  
**Position / Duties:** RN (Per Diem) position #2784 (hourly wage rate: \$36.9343)

**Salary:** \$21,430.00 (This total is based on budgeted FTE of .40. It includes the prorated contractual stipend but excludes the 2014 bonus of \$750)

**Benefits:** \$ 5,824.00

**Total Cost:** \$27,254.00

**County Share:** \$0.00

**Federal Share:** \$0.00

**State Share:** \$0.00

**Other:** Medicare, Medicaid and third party insurances cover the personnel cost of this position

**Mandated:**

**Budgeted:** Yes **Budget Line:** A4010.33-10-1011 and for the various benefits: A4010-33-80-8001 through A4010-33-80-8007

**Date of Vacancy:** 1/14/2010

**Notes:**

**Date Received** 8/15/14

**Date Reviewed** \_\_\_\_\_

**Approved** \_\_\_\_\_

**Committee Vote:**

**Denied** \_\_\_\_\_

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Held** \_\_\_\_\_

**Reviewed:** 

Randy J. Parker

V13

Vacancy Request Fact Sheet

Date: August 1, 2014  
Department: Public Health Services  
Department Head: Nancy McGraw, Public Health Director  
Position / Duties: Community Health Nurse – Position#4010-33.2333 ✓  
Salary: \$62,820.00 (This total includes the contractual stipend, 4 year experience differential, and the longevity of the person previously in this position, but it excludes the 2014 bonus of \$750.)

Benefits: \$32,919.00

Total Cost: \$95,739.00

County Share: \$0.00

Federal Share: \$0.00

State Share: \$0.00

Other: Medicare, Medicaid and third party insurances cover the personnel cost of this position

Mandated:

Budgeted: Yes Budget Line: A4010-33-10-1011 – Personal Services  
Regular Pay and for the various benefits: A4010-33-80-8001 through A4010-33-80-8007

Date of Vacancy: 5/26/2014

Notes:

Date Received 8/15/14

Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Randy J. Parker

V14

Vacancy Request Fact Sheet

Date: August 1, 2014  
Department: Public Health Services  
Department Head: Nancy McGraw, Public Health Director  
Position / Duties: RN (RPT) position # 4010-33.1217 (hourly wage rate: \$28.5020 per hour)

Salary: \$36,144.00 (This total is based on budgeted FTE of .60. It includes 4 year experience differential, prorated contractual stipend & the longevity for the last person in this position, but it excludes the 2014 bonus of \$750)

Benefits: \$ 9,869.00

Total Cost: \$46,013.00

County Share: \$0.00

Federal Share: \$0.00

State Share: \$0.00

Other: Medicare, Medicaid and third party insurances cover the personnel cost of this position

Mandated:

Budgeted: Yes Budget Line: A4010.33-10-1011 and for the various benefits: A4010-33-80-8001 through A4010-33-80-8007

Date of Vacancy: 9/14/2013

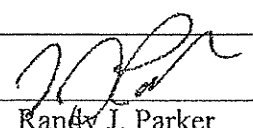
Notes:

Date Received 8/15/14 Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_ Committee Vote:

Denied \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Randy J. Parker

V15



Vacancy Request Fact Sheet

**Date:** 08/15/14

**Department:** Management Information Systems

**Department Head:** Lorne D. Green, CIO

**Position / Duties:**

Position: Client Support Tech I      Pos # 2573

Duties: County departmental/user support and assistance in the development of custom application and reporting solutions to accomplish their respective goals.

**Salary:**                \$50,726.00

**Benefits:**            \$32,144.00

**Total Cost:**        \$82,870.00

**County Share:** \$82,870.00

**Federal Share:** \$0.00

**State Share:**        \$0.00

**Other:**                \$0.00

**Mandated:**        No

**Budgeted:** Yes  No

**Budget Line:** A1680-10-1011

**Date of Vacancy:** 08/26/2014

**Notes:**

MIS requests permission to fill due to pending resignation of current position holder at the end of this month. Current position (CST II - #2574) will be downgraded to a CST I and is vital for continued support of custom reporting and application development processes across numerous departmental disciplines.

<i>For Administrative/Legislative Use ONLY</i>	
Date Received <u>8/19/14</u>	Date Reviewed _____
Approved _____	Committee Vote:
Denied _____	Yes ___ No ___
Held _____	

V16

Vacancy Request Fact Sheet

Date: 08/12/14

Department: District Attorney

Department Head: James R. Farrell, District Attorney

Position / Duties:

Legal Secretary #0137 ✓

Salary: \$27,534.00

Benefits: \$25,521.00

Total Cost: \$53,055.00

County Share: \$53,055.00

Federal Share:

State Share:

Other:

Mandated:

Budgeted: Yes  No

Budget Line: A1165

Date of Vacancy: 08/11/2014

Notes:

- Entry / 28,983.00 Full Rate  
Rate

For Administrative/Legislative Use ONLY	
Date Received <u>8/15/14</u>	Date Reviewed _____
Approved _____	Committee Vote:
Denied _____	Yes ___ No ___
Held _____	

V17

Vacancy Request Fact Sheet

Date: 08/12/14

Department: Sheriff's Office -Civil

Department Head: Sheriff Michael Schiff

Position / Duties:

Account Clerk/Typist - backfill position being promoted to Sr. Acct. Clerk/Typist. Duties include all work associated with operations in Civil Division. #390

Salary: \$31,483.00

Benefits: \$16,681.00 29,073

Total Cost: \$49,124.00 60,556

County Share: \$49,124.00 60,556

Federal Share:

State Share:

Other:

Mandated:

Budgeted: Yes  No

Budget Line: A3110-30

Date of Vacancy: 8/16/14

Notes:

Benefits calculated at 50% plus \$950 uniform allowance.

<i>For Administrative/Legislative Use ONLY</i>	
Date Received <u>8/13/14</u>	Date Reviewed _____
Approved _____	Committee Vote:
Denied _____	Yes ___ No ___
Held _____	

V18:

Vacancy Request Fact Sheet

**Date:** 08/14/14

**Department:** Probation

**Department Head:** Jeffrey Mulinelli

**Position / Duties:**

Position #1324 - Probation Officer/Public Safety ✓

Responsible for monitoring a high-risk caseload of 50 probationers. This position also requires the officer to prepare and submit pre-sentence reports to county and justice courts. Officer is a participant in the splinter after-hours probation supervision program. Additional duties entail Family Court intake in which domestic violence/order of protection cases are screened.

**Salary:** \$37,011.00

**Benefits:** \$30,781.00

**Total Cost:** \$67,792.00

**County Share:** 63,351

**Federal Share:** \$0.00

**State Share:** 4,441

**Other:**

**Mandated:** No

**Budgeted:** Yes  No

**Budget Line:** A-3140-16

**Date of Vacancy:** 08/25/14

**Notes:**

Entry-level salary of \$35,511.00 + \$1,500.00 Peace Office Stipend

NYS Reimbursement is 12%

<i>For Administrative/Legislative Use ONLY</i>	
Date Received <u>8/14/14</u>	Date Reviewed _____
Approved _____	Committee Vote:
Denied _____	Yes ___ No ___
Held _____	

V19.

Vacancy Request Fact Sheet

**Date:** 08/14/14

**Department:** Probation

**Department Head:** Jeffrey Mulinelli

**Position / Duties:**

Position #2354 - Probation Officer/Public Safety ✓

Responsible for monitoring a high-risk caseload of 50 probationers. This position also requires the officer to prepare and submit pre-sentence reports to county and justice courts. Officer is a participant in the splinter after-hours probation supervision program. Additional duties entail Family Court intake in which domestic violence/order of protection cases are screened.

**Salary:** \$37,011.00

**Benefits:** \$30,781.00

**Total Cost:** \$67,792.00

**County Share:** 63,351

**Federal Share:** \$0.00

**State Share:** 4,441

**Other:**

**Mandated:** No

**Budgeted:** Yes  No

**Budget Line:** A-3140-16

**Date of Vacancy:** 08/25/14

**Notes:**

Entry-level salary of \$35,511.00 + \$1,500.00 Peace Office Stipend

NYS Reimbursement is 12%

<i>For Administrative/Legislative Use ONLY</i>	
Date Received <u>8/14/14</u>	Date Reviewed _____
Approved _____	Committee Vote:
Denied _____	Yes ___ No ___
Held _____	

V20



## ENERGIIZE NY BENEFIT FINANCING UNDERWRITING STANDARDS

- Clear Title + Corporate/organizational documents in order
- Owner has not filed for bankruptcy for 7yrs
- There are no outstanding taxes or involuntary liens on the property in excess of \$1000
- Property is not in foreclosure and there have been no recent mortgage or other property-related debt defaults.
- Maximum total of existing loans relative to Appraised Value must be less or equal to 80%
- Maximum Energiize Benefit Financing amount relative to Appraised Value less or equal to 10%
- Current on Mortgage
- Property tax payment record is clear for 3yrs
- Property Location in EIC Member Municipality
- Savings Investment Ratio test > 1
- Energy Improvements permanently affixed to property
- Required Assessment, Scope and Upgrade through NYSERDA HPwES or other NYSERDA approved upgrade program
- Must be existing structures that are benefited
- Energiize Benefit Financing amount shall be repaid over a term not to exceed the weighted average of the useful life of such systems and improvements as determined by NYSERDA approved energy audit/assessment study
- Must show predicted positive cash flow > 1% of annual assessment payments.
- Energiize Benefit Financing net of ALL non tax based incentives
- Building Owner sign off on the work being completed
- Maximum Financing:
  - 1-4 Family Residential Buildings – \$30,000
  - Commercial and Large Multi-Family Buildings – Subject to 10% Max Value and 80% LTV rule
- Minimum Financing – \$3,000
- Must show existing lender consent (Commercial Property)

***PRIVATE AND CONFIDENTIAL / NOT TO BE DISTRIBUTED WITHOUT PRIOR APPROVAL FROM EIC BOARD***

LOCAL LAW NO.     – 2012

**A LOCAL LAW TO ESTABLISH A SUSTAINABLE ENERGY LOAN  
PROGRAM IN THE \_\_\_\_\_**

Be it enacted by the \_\_\_\_\_ of the County of \_\_\_\_\_ as follows:

**Section 1.** The Code of the \_\_\_\_\_ is hereby amended by adding a new Chapter \_\_\_\_, entitled “Energize NY Benefit Financing Program,” to read as follows:

**ARTICLE I**

**§1. Legislative findings, intent and purpose, authority.**

- A. It is the policy of both the \_\_\_\_\_ and the State of New York to achieve energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The \_\_\_\_\_ finds that it can fulfill this policy by providing property assessed clean energy financing to property owners for the installation of renewable energy systems and energy efficiency measures. This chapter establishes a program that will allow the Energy Improvement Corporation (“EIC”), a local development corporation, acting on behalf of the \_\_\_\_\_, to make funds available to qualified property owners that will be repaid by such property owners through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this chapter and fulfilling an important public purpose.
- B. The \_\_\_\_\_ is authorized to implement this Energize NY Benefit Financing Program pursuant to Article 5-L of the New York General Municipal Law.
- C. This chapter shall be known and may be cited as the “Energize NY Benefit Financing Program Law of the \_\_\_\_\_”.

**§2. Definitions**

For purposes of this chapter, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

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**Authority** – The New York State Energy Research and Development Authority, as defined by subdivision two of section eighteen hundred fifty-one of the public authorities law, or its successor.

**EIC** – the Energy Improvement Corporation, a local development corporation, duly organized under section fourteen hundred eleven of the Not-For-Profit Corporation Law, authorized hereby on behalf of the \_\_\_\_\_ to implement the Energize NY Benefit Financing Program by providing funds to qualified property owners (as defined in this chapter) and providing for repayment of such funds from monies collected by the \_\_\_\_\_ tax collector as a charge to be levied on the real property and collected in the same manner and same form as the \_\_\_\_\_ taxes.

**Energy Audit** – A formal evaluation or “assessment” of the energy consumption of a permanent building or structural improvement to real property, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of identifying appropriate energy efficiency improvements that could be made to the property.

**Energy Efficiency Improvement** – Any renovation or retrofitting of a building to reduce energy consumption, such as window and door replacement, lighting, caulking, weatherstripping, air sealing, insulation, and heating and cooling system upgrades, and similar improvements, determined to be cost-effective pursuant to criteria established by the Authority, not including lighting measures or household appliances that are not permanently fixed to real property.

**Qualified Property Owner** – An owner of residential or commercial real property located within the boundaries of the \_\_\_\_\_ that is determined to be eligible to participate in the Energize NY Benefit Financing Program under the procedures for eligibility set forth under this chapter.

**Renewable Energy System** – An energy generating system for the generation of electric or thermal energy, to be used primarily at such property, by means of solar thermal, solar photovoltaic, wind, geothermal, anaerobic digester gas-to-electricity systems, fuel cell technologies, or other renewable energy technology approved by the Authority not including the combustion or pyrolysis of solid waste.

**Renewable Energy System Feasibility Study** – A written study, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of determining the feasibility of installing a renewable energy system.

### §3. Establishment of an Energize NY Benefit Financing Program

A. An Energize NY Benefit Financing Program is hereby established by the \_\_\_\_\_, whereby EIC acting on its behalf, may provide funds to



Qualified Property Owners in accordance with the procedures set forth under this chapter, to finance the acquisition, construction and installation of Renewable Energy Systems and Energy Efficiency Improvements and the verification of the installation of such systems and improvements.

- B. The funds provided shall not exceed the lesser of ten percent of the appraised value of the real property where the Renewable Energy Systems and/or Energy Efficiency Improvements will be located, or the actual cost of installing the Renewable Energy Systems and/or Energy Efficiency Improvements, including the costs of necessary equipment, materials, and labor and the cost of verification of such systems and improvements.

#### **§4. Procedures for eligibility**

- A. Any property owner in the \_\_\_\_\_ may submit application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the \_\_\_\_\_ offices.
- B. Every application submitted by a property owner shall be reviewed by EIC acting on behalf of the \_\_\_\_\_, which shall make a positive or negative determination on such application based upon the criteria for making a financing enumerated in subsection A of section 5 of this chapter. EIC may also request further information from the property owner where necessary to aid in its determination.
- C. If a positive determination on an application is made by EIC acting on behalf of the \_\_\_\_\_, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Energize NY Benefit Financing Program in accordance with the procedure set forth under section 6 of this chapter; provided that in no case shall a property owner that has received funds from another municipal corporation for the acquisition, construction and installation of Energy Efficiency Improvements and/or Renewable Energy Systems be deemed a Qualified Property Owner.

#### **§5. Application criteria**

- A. Upon the submission of an application, EIC acting on behalf of the \_\_\_\_\_, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:
1. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems are determined to be cost effective by the Authority;
  2. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems will generate an estimated annual cost savings greater than the annual charge payments;

3. Sufficient funds are available to provide to the property owner;
4. The property owner is current in payments on any existing mortgage;
5. The property owner is current in payments on any existing real property taxes and has been current on real property taxes for the previous three years; and
6. Such additional criteria, not inconsistent with the criteria set forth above, as the \_\_\_\_\_, or EIC acting on its behalf, may set from time to time.

**§6. Opt-in, Energize Finance Agreement**

- A. A Qualified Property Owner may participate in the Energize NY Benefit Financing Program through the execution of an Energize Finance Agreement made by and between the Qualified Property Owner and EIC, acting on the behalf of the \_\_\_\_\_.
- B. Upon execution of the Energize Finance Agreement, the Qualified Property Owner shall be eligible to receive funds from EIC acting on behalf of \_\_\_\_\_, for the acquisition, construction, and installation of qualifying Renewable Energy Systems and Energy Efficiency Improvements; provided the requirements of section 7 of this chapter have been met.
- C. The Energize Finance Agreement shall include the terms and conditions of repayment set forth under section 8 of this chapter.

**§7. Energy audit, renewable energy system feasibility study**

- A. No funds shall be made available for Energy Efficiency Improvements unless determined to be appropriate through an Energy Audit as defined in Section 2.
- B. No funds shall be made available for a Renewable Energy System unless determined to be feasible through a Renewable Energy System Feasibility Study as defined in Section 2.
- C. The cost of such Energy Audit and/or Renewable Energy System Feasibility Study shall be borne solely by the property owner but may be included in the financed amount if the work is approved.

**§8. Terms and conditions of repayment**

The Energize Finance Agreement between the Qualified Property Owner and EIC acting on behalf of the \_\_\_\_\_, shall set forth the terms and conditions of repayment in accordance with the following:

- A. The principal amount of the funds paid to the Qualified Property Owner hereunder, together with the interest thereon, shall be paid by the property owner as a charge on

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their \_\_\_\_\_ tax bill and shall be levied and collected at the same time and in the same manner as \_\_\_\_\_ property taxes, provided that such charge shall be separately listed on the tax bill. The \_\_\_\_\_, shall make payment to EIC or its designee in the amount of all such separately listed charges within 30 days of the \_\_\_\_\_ tax due date.

- B. The term of such repayment shall be determined at the time the Energize Finance Agreement is executed by the property owner and EIC, provided that in no case shall the term exceed the weighted average of the useful life of the systems and improvements as determined by EIC acting on behalf of the \_\_\_\_\_.
- C. The rate of interest for the charge shall be fixed by EIC acting on behalf of the \_\_\_\_\_ at the time the Energize Finance Agreement is executed by the property owner and EIC.
- D. The charge shall constitute a lien upon the real property benefited by the Energize NY Benefit Financing Program and shall run with the land. A transferee of title to the benefited real property shall be required to pay any future installments, including interest thereon.

**§9. Verification and report**

- A. EIC shall be responsible for verifying and reporting to the \_\_\_\_\_ on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by such program.
- B. The \_\_\_\_\_ shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Energize NY Benefit Financing Program in such form and manner as the Authority may establish.

**Section 2.** This local law shall take effect upon filing with the Secretary of State.

**ENERGY IMPROVEMENT CORPORATION  
MUNICIPAL AGREEMENT**

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

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

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

WHEREAS, the Municipality adopted Local Law \_\_\_\_\_ on \_\_\_\_\_, 20\_\_, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

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

1. Duties of EIC

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

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

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

## 2. Duties of the Municipality

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

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

## 3. Program Modification

The Municipality may modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality. The Municipality shall provide written notice to

EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non – Payment

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

5. Terms of Membership

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

6.

Reserve Funds and Permanent Loss

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



Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a result of the non-payment of taxes ("Permanent Loss"). In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

#### 7. Remedies Upon Default

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

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

#### 8. Formation; Authority

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

#### 9 No Violation or Litigation

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

duties and obligations hereunder.

#### 10. Notices

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

EIC:  
Thomas Bregman  
Energy Improvement Corporation  
321 Bedford Rd,  
Bedford Hills, NY 10536

Joseph Del Sindaco  
Energy Improvement Corporation  
321 Bedford Rd,  
Bedford Hills, NY 10536

Attention: Tom Bregman  
Joseph Del Sindaco

E-mail: tom@energizeny.org  
Treasurer@energizeny.org

With a copy to:

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

MUNICIPALITY: \_\_\_\_\_

With a copy to:

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

11. Governing Law.

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

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

Date: \_\_\_\_\_, 20\_\_

Energy Improvement Corporation

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

PRINT NAME:

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Municipality Name: \_\_\_\_\_

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

PRINT NAME:

\_\_\_\_\_

# Energize NY Finance

## Product Description

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ENERGIZE NY<sup>™</sup>  
FINANCE

### Energize NY Finance

Energize NY Finance is an innovative product offered by the Energy Improvement Corporation that enables eligible commercially owned buildings in NY to secure financing for deep energy upgrades and renewable energy projects. Energize NY Finance leverages the Property Assessed Clean Energy (PACE) finance structure to provide access to capital, extended loan terms, transferability and other benefits. A more detailed list of product features and benefits is available on the Energize NY Finance web site, [commercial.energizeny.org](http://commercial.energizeny.org).

### Energy Improvement Corporation (EIC)

EIC is a Local Development Corporation and New York State nonprofit established to assist property owners achieve long-term energy savings. Eligible NY municipalities can join EIC by passing a local law, signing a Municipal Agreement formally requesting membership in a letter addressed to EIC.

### Property Assessed Clean Energy (PACE)

PACE financing uses the existing property tax system to assess and collect finance payments on an annual or semi-annual basis. Finance repayments are collected by the municipality that has lien authority on the property, through a property tax charge. By using PACE financing as a way to pay for an energy improvement, a property owner authorizes the municipality to add a property tax bill charge to the property. PACE financing is not accelerated upon property sale or foreclosure, and the loan - as well as the energy savings on the property - transfer to the new owner. PACE financing was originally created in California in 2008, and has been authorized by 31 states and the District of Columbia.

### Energize NY Commercial Support

The Energize NY Commercial team provides direct support to property owners. Our staff assist with completing the Energize NY Finance application forms while also helping with working through NYSERDA or utility energy programs, assembling design teams and anywhere else assistance is required to complete an upgrade.

### Community Benefits

EIC's goals align with those of local communities across New York. Our mission is to increase demand for energy efficiency and renewable energy projects through Energize NY programs that drive community wide benefits including; improved air quality, jobs, better buildings and lower energy costs. Check Energize NY Website for current list of members. If your County or City is not a member, contact Joe Del Sindaco to coordinate outreach.

### Current Rates and Terms

- Energize NY Finance offers terms between 5 and 20yrs
- Current rates are between 3.75% and 6.75% subject to market conditions.

### Contacts

**Robert Fischman** [robertf@energizeny.org](mailto:robertf@energizeny.org)  
Director, Commercial Programs

**Elyssa Rothe** [elyssa@energizeny.org](mailto:elyssa@energizeny.org)  
Director, Commercial Programs and EIC Membership

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Ready to apply?

Go to the [commercial.energizeny.org](http://commercial.energizeny.org) website and fill out the online pre-application form. If you have questions please give us a call.

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2051 Baldwin Road, Suite #107, Yorktown, NY 10598 (914) 302-7300  
[Commercial.EnergizeNY.org](http://Commercial.EnergizeNY.org)



## Energy Improvement Corporation (EIC) MUNICIPAL MEMBERSHIP CRITERIA

FINAL - 5/9/2013

- A NYS Municipality desiring membership (the “Applicant”) shall be a municipality of the State of New York with Tax Lien authority.
- The Applicant must apply to the EIC in writing through its chief executive officer or chief fiscal officer and must authorize its participation in the financing of a “Project” or “Projects” through the Corporation (as defined in NYS GENERAL MUNICIPAL Law-119-ff).
- The Applicant must currently be rated no lower than “A” or “A<sub>2</sub>” by any of the three rating agencies listed here: Moodys, Standard and Poors, and Fitch ratings service.
- The EIC BOARD must approve the Applicant.

In addition, the Applicant must show completion of the following steps:

- 1) Pass the Energize NY Benefit Finance Local Law enabling the provision of Energize NY Benefit Financing to eligible residents of the Municipality,
- 2) Approve the EIC/Municipal Agreement,
- 3) Intent to participate in the Annual Meeting of the EIC to be held on or around March 31 or each year in order to elect the Board of Directors and discuss other matters of the corporation.

A written letter from the EIC’s Board of Directors to the Applicant will confirm membership.



## ADDING AN ENERGY IMPROVEMENT CHARGE TO THE MUNICIPAL TAX BILL OF A BENEFITED PROPERTY FINAL - 6/14/2012

### Assumptions:

- 1) Local Law has passed and EIC/Municipal Agreements and Resolutions joining EIC are in place enabling the provision of Energy Improvement financing and formalizing the relationship between EIC and Town.
- 2) Benefited property has cleared EIC financing criteria and has been improved.

### Steps:

- a) EIC provides list and other Agreement documentation of newly benefited properties ("Additions") to Municipal Clerk monthly or as needed
  - i. List of newly approved Additions to include:
    - i. PARCEL ID (SECTION, BLOCK LOT)
    - ii. PARCEL ADDRESS
    - iii. SWISS CODE (TOWN IDENTIFYING CODE)
    - iv. Origination date,
    - v. Total notional of financing,
    - vi. Annual payment.
- b) Municipal Clerk provides list to Municipal Board for approval to have an Energy Improvement Charge added to each benefited property's tax bill and add them to the tax roll.
- c) Monthly or as needed, Municipal Board to pass a resolution to add Energy Improvement Charge(s) to the tax rolls.
- d) EIC provides Annual Report to Municipal Assessor, Tax Receiver, Municipal Clerk and Comptroller three months before municipal taxes are due.
  - i. List of newly approved benefited properties ("Additions") to add to Assessment rolls. Data to include:
    - i. PARCEL ID (SECTION, BLOCK LOT)
    - ii. PARCEL ADDRESS
    - iii. SWISS CODE (TOWN IDENTIFYING CODE)
  - ii. List of existing benefited properties with
    - i. PARCEL ID (SECTION, BLOCK LOT)
    - ii. PARCEL ADDRESS
    - iii. SWISS CODE (TOWN IDENTIFYING CODE)
  - iii. List of benefited properties that have satisfied the financing terms ("Satisfactions") and the satisfaction date,
  - iv. Notice of satisfaction,

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- v. Origination date,
  - vi. Total notional of financing,
  - vii. Total outstanding balance,
  - viii. Annual payment,
  - ix. Total annual Municipal collections due to EIC
- e) Municipal Board to pass a resolution to add any additional Energy Improvement Charge(s) to the tax rolls from the current year up until three months before municipal taxes are due.
  - f) Approximately two and one half months before municipal taxes are due, Municipal Assessor creates the bucket (special "Move tax" code) and places it on the tax rolls. - NOTE: recommendation for one Code generation method: ("Energy Improvement Charge22" OR "EIC 22" = Charge with satisfaction date of 2022),
    - i. TIP: put \$ amount from EIC as per codes in text file form – inputs into Tax Program System (eg: RPS)
  - g) Assessor/TR verifies deletions and additions (Two months before municipal taxes are due)
  - h) Rolls are Imported into Tax Program System (One and one half months before municipal taxes are due)
  - i) Tax Receiver to run verification report to compare EIC expectations of total revenue to Assessor expectations of revenue. (One and one half months before municipal taxes are due)
  - j) Tax Bills Print and Mail (One month before municipal taxes are due)
  - k) Tax Receiver receives Charge payments (Municipal tax due date)
  - l) EIC's Trustee receives Charge Payments (Within 30 days of Municipal Tax due date)

# It's a win-win proposition. Here's why:

- Because qualifications are based on property's potential to save energy, not on property owner's credit, building owners can save their capital expenditure budgets for other projects.
- Using money saved from energy improvements, the building owner repays Energize NY financing through a tax charge on the property tax bill
- Repayment obligation is attached to the property and transfers to the new owner if sold
- Combine with other energy efficiency incentive programs for additional savings
- Up to 100% long-term financing at low interest for property owners to add smart energy improvements like efficient lighting, on-site solar, smart controls, chillers and insulation to their buildings.

Call us to find out how we can help you save money while improving your building

Fill out a Pre-Application online:  
[Commercial.EnergizeNY.org](http://Commercial.EnergizeNY.org)

Building Owners contact:  
914.302.7300 or email:

**Robert Fischman**  
[robertf@energizeny.org](mailto:robertf@energizeny.org)

**Elyssa Rothe**  
[Elyssa@energizeny.org](mailto:Elyssa@energizeny.org)

Municipalities interested in enabling PACE legislation:

**Joe DeSindaco**  
[treasurer@energizeny.org](mailto:treasurer@energizeny.org)

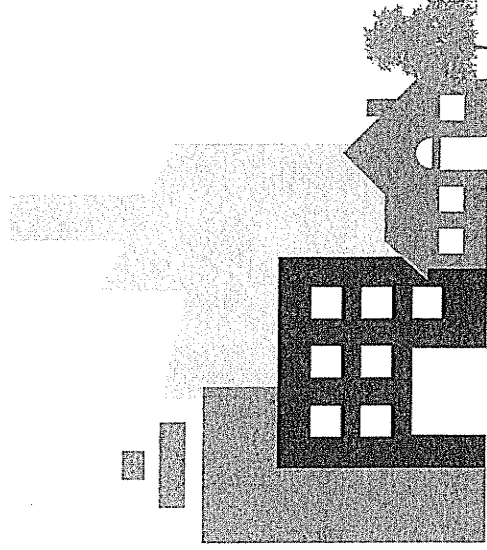
Energize NY™ is a program of the Energy Improvement Corporation (EIC), a not-for-profit LDC.

The overarching goal of the EIC is to save money and energy, and reduce greenhouse gas emissions in New York State, by enabling energy related improvements that meet or exceed state standards through innovative community based outreach, education and marketing efforts.

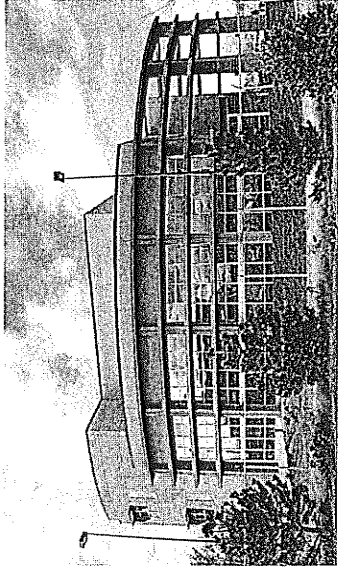
# Energize NY™ Finance

Energy efficiency and renewable energy building improvements are smart.

Now they make financial sense too.







## Eligibility Standards

Energize NY Finance is an innovative product that enables the financing of energy efficiency improvements and renewable energy projects for eligible commercially owned buildings in New York State. Eligibility is based on the property's potential to save energy, not on property owner's credit.

### Lending criteria include:

- Estimated energy cost savings from improvements must be greater than annual finance payments
- Property's existing Loan-to-Value ratio no greater than 80%
- Financing up to 10% of the value of the benefitted property
- No bankruptcy within last 7 years
- At least 3 year history of timely property tax payments
- Existing lender consent required

## Financing available for existing buildings:

Commercial · Office · Hospitality  
Retail · Industrial · Multifamily  
Medical · Nonprofit-owned Buildings  
Commercially-owned Residential

## Rates & Terms

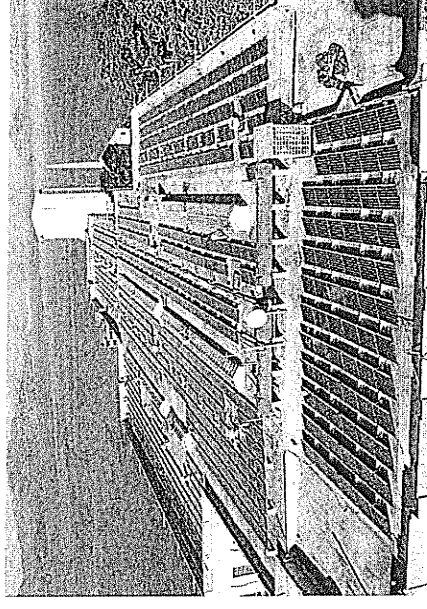
Long terms with competitive rates:

- 3.75%-6.75%
- Terms 5-20 years



## Types of projects financed:

- Energy efficiency upgrades like new lighting technologies, insulation, upgraded efficient heating or cooling, smart controls, fuel conversions.
- Renewable energy projects like on-site solar PV, solar thermal or geothermal



Ready to Save?

Contact Us Today

Energize NY  
2051 Baldwin Road  
Yorktown Heights, NY 10598

914-302-7300  
info@energizeny.org

Commercial.EnergizeNY.org

**ENERGY IMPROVEMENT CORPORATION  
MUNICIPAL AGREEMENT**

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

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

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

WHEREAS, the Municipality adopted Local Law \_\_\_\_\_ on \_\_\_\_\_, 20\_\_, pursuant to Article 5-L of the General Municipal Law of the State of New York, which Local Law also authorized EIC to act on its behalf in carrying out its Program;

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

1. Duties of EIC

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

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

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

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

## 2. Duties of the Municipality

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

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

## 3. Program Modification

The Municipality may modify the Program by limiting the types of properties which may receive financing for Energy Improvements and/or the amount of financing available within the Municipality. The Municipality shall provide written notice to

EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

4. Non – Payment

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

5. Terms of Membership

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

6.

Reserve Funds and Permanent Loss

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

Property where the proceeds are not sufficient to recover all amounts paid by the Municipality to EIC after the proceeds of such sale have been proportionately applied to all amounts owed to the Municipality at the time of such sale as a result of the non-payment of taxes ("Permanent Loss"). In order to collect from the Reserve Fund in the event of a Permanent Loss, the Municipality must provide EIC with all documentation as may be reasonably requested by EIC to document such Permanent Loss and must not be in default to EIC, including having made all payments to EIC when due.

#### 7. Remedies Upon Default

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

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

#### 8. Formation; Authority

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

#### 9 No Violation or Litigation

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

duties and obligations hereunder.

#### 10. Notices

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

EIC:  
Thomas Bregman  
Energy Improvement Corporation  
321 Bedford Rd,  
Bedford Hills, NY 10536

Joseph Del Sindaco  
Energy Improvement Corporation  
321 Bedford Rd,  
Bedford Hills, NY 10536

Attention: Tom Bregman  
Joseph Del Sindaco

E-mail: tom@energizeny.org  
Treasurer@energizeny.org

With a copy to:

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

MUNICIPALITY: \_\_\_\_\_

With a copy to:



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

11. Governing Law.

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

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

Date: \_\_\_\_\_, 20\_\_

Energy Improvement Corporation

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

PRINT NAME:

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Municipality Name: \_\_\_\_\_

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

PRINT NAME:

\_\_\_\_\_

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO CONVEY PROPERTY ACQUIRED BY THE COUNTY OF SULLIVAN BY VIRTUE OF THE IN REM TAX FORECLOSURE PROCEEDING FOR THE 2010 LIEN YEAR IN THE TOWN OF LIBERTY KNOWN AS LIBERTY 112.-5-17**

WHEREAS, property located in the Town of Liberty designated on the Sullivan County Real Property Tax Map as Liberty 112.-5-17, being 0.32 +/- acres, located on S Main St, is owned by the County of Sullivan by virtue of an Article 11 foreclosure for 2010 taxes, and

WHEREAS, Robert Dadras has offered to purchase said property for the sum of TWELVE THOUSAND (\$12,000.00) DOLLARS to be split between the County of Sullivan and the Village of Liberty, 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 Robert Dadras for the amount of TWELVE THOUSAND (\$12,000.00) DOLLARS because this property was not sold at previous auctions, and

WHEREAS, the purchaser will also be responsible for the recording fees, plus 10% of sale price for auctioneer's commission, 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 Robert Dadras upon payment of \$12,000.00 to the County Treasurer o/b/o the County & the Village, plus 10% of sale price for auctioneer's commission, plus fees for the County Clerk, and

BE IT FURTHER RESOLVED that the County Treasurer is hereby authorized to satisfy the 2010, 2011, 2012, 2013 & 2014 County/Town taxes, including relieved school taxes, if any, & Discharge the corresponding tax liens accordingly.

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

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO  
DESIGNATE THE COUNTY LEGISLATURE AS THE COUNTY'S TRAFFIC  
SAFETY BOARD**

**WHEREAS**, neither the Sullivan County Charter nor Administrative Code designates the Legislature as the County's Traffic Safety Board, and

**WHEREAS**, the County will be eligible for New York State Traffic Safety Partnership Grants, and other State Grants only if the County Legislature is designated as a Traffic Safety Board, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby designates itself as the County's Traffic Safety Board for a period 1/1/2012-12/31/2015, and

**BE IT FURTHER RESOLVED**, that the County Manager be and he hereby is authorized to execute any and all necessary documents and papers in connection with the County's Traffic Safety Board, in such form as the County Attorney shall approve.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE  
RESOLUTION TO APPORTION COST OF THE COUNTY SELF-INSURANCE PLAN AND  
LEVYING TAXES THEREFORE**

**WHEREAS**, the Risk Management & Insurance Department (“Risk Management”) hereby files a report by which it has estimated that the sum of \$4,888,614.00 will be necessary for the calendar year 2015 to meet the payments and expenses of the Workers’ Compensation Self - Insurance Plan; and

**WHEREAS**, Risk Management has determined the share of such estimated amount chargeable to each participant of the County Workers’ Compensation Self Insurance Plan as provided by Local Law No. 5-1979, as well as provisions of the Workers Compensation Law; and

**WHEREAS**, the amount chargeable to each participant of the County Workers’ Compensation Self-Insurance Plan is detailed on the Self Insurance Fund Charges, attached hereto as Appendix I and by this reference made a part hereof; and

**WHEREAS**, the total amount of \$4,888,614.00 to be raised for the 2015 calendar year was calculated as detailed in the Estimate of Expenses to run the Self-Funded Workers’ Compensation Plan for Sullivan County, attached hereto as Appendix II and by this reference made a part hereof; and

**WHEREAS**, Appendix I and Appendix II shall collectively be considered Risk Management’s 2015 calendar year’s report for the funding estimate and participant apportionment costs for the County’s Workers’ Compensation Self-Insurance Plan,  
(Risk Management’s 2015 Plan)

**NOW, THEREFORE, BE IT RESOLVED**, the Sullivan County Legislature hereby adopts Risk Management’s 2015 Plan and directs that the amount set opposite the name of each participant on Appendix I of the County Workers’ Compensation Self - Insurance Plan be apportioned and charged to each respectively; with such amount so apportioned to the County and the Towns be levied and raised by tax in the next annual tax levy against the taxable property of the County and the Towns and such amount apportioned to the Villages to be directly billed to the Villages by Risk Management; and

**BE IT FURTHER RESOLVED**, that the amount apportioned to the County and the Towns shall be collected by inclusion in the next succeeding tax levy of each Town, and that when collected such amount shall be paid by the respective tax collectors to the County Treasurer, said amounts to be credited to the County Workers’ Compensation Self - Insurance Fund and the amount billed to the Villages shall be paid directly to the Sullivan County Treasurer.

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



<b>2015 ESTIMATE OF EXPENSES          TO RUN THE SELF FUNDED WORKERS' COMPENSATION PLAN FOR SULLIVAN COUNTY</b>
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Claim Expenses	\$4,608,087.00
----------------	----------------

Total	\$4,608,087.00
-------	----------------

Less Recoveries	\$100,000.00
-----------------	--------------

Total Net Claim Cost Estimate	\$4,508,087.00
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M1710 Administrative Costs	\$380,527.00
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Estimate for Expenses of the Plan including; Indemnity; Medical Expense; Medicare Reimbursement Expense; Assessments; Administrative Costs; and/or any other expenses of the Plan

Total	\$4,888,614.00
-------	----------------

Amount to Request for Plan Year 2015	\$4,888,614.00
--------------------------------------	----------------

Amount Requested for Plan Year 2014	\$5,039,004.00
-------------------------------------	----------------

Dollar Amount over Last Year	(\$150,390.00)
------------------------------	----------------

% Increase/Decrease Over Last Year	-2.98%
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<b>APPENDIX II</b>
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3A

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO MODIFY RESOLUTION NO. 456-13**

**WHEREAS**, VFP, Incorporated, 1701 Midland Road, Salem, Virginia 24153, was awarded Radio Equipment Shelters for the Emergency Communications Upgrade Project, B-13-62, nine (9) shelters at various costs, and

**WHEREAS**, VFP, Incorporated, is currently experiencing a high demand for shelter production, increasing lead times, and

**WHEREAS**, Sullivan County needs to ensure that our shelters are not delayed and available for delivery when required to facilitate tower construction, and

**WHEREAS**, VFP, Incorporated has agreed to fabricate and store our shelters, if necessary, at their facility until delivery to the tower sites is required, and

**WHEREAS**, VFP, Incorporated, will require payment for shelters, without delivery, once fabrication is completed, and

**WHEREAS**, Resolution No. 456-13, adopted by the Sullivan County Legislature on December 19, 2013, shall be amended to allow payment of shelters without delivery and delivery charges will be paid once shelters are delivered to various tower sites, as follows:

	<b>BUILDING TYPE</b>	<b>PRICE W/O DELIVERY</b>	<b>DELIVERY CHARGE</b>
1.	Type 1, 23' x 12'	\$72,346.00	\$29,100.00
2.	Type 2, 27.5' x 12'	\$80,511.00	\$29,100.00
3.	Type 3, 32' x 12'	\$86,831.00	\$29,100.00
4.	Type 4, 32' x 12' with two (2) compartments	\$94,890.00	\$29,600.00

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be and hereby is authorized to execute a Modification Agreement with VFP, Incorporated, said contract modification to be in such form as the County Attorney shall approve.

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:** Alex Rau, E911 Coordinator

**Re:** Request for Consideration of a Resolution: To modify reso#456-13 allowing for payment of comm. shelters prior to delivery.

**Date:** 8/21/14

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

This resolution will modify reso#456-13 to allow the County authorize payment for communication shelters upon fabrication and prior to delivery in order to have the shelters available in a timely manner for construction.

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

No

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

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

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

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

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

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

**Estimated Cost Breakdown by Source:**

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

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

*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.

4A

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.)

B-13-62

Person(s) responsible for monitoring contract (Title): Alex Rowe



Pre-Legislative Approvals:

- A. Director of Purchasing: Kathy Jones Date 8/18/14  
B. Management and Budget: Janet Myg Date 8/19/14  
C. Law Department: [Signature] Date 8/18/14  
D. County Manager: [Signature] Date 8/19/14  
E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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

40

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO ADOPT THE 2014-2015 SULLIVAN COUNTY COMMUNITY COLLEGE BUDGET**

**WHEREAS**, the Sullivan County Community College Board of Trustees has filed its 2014-2015 Operating Budget with the Sullivan County Legislature, and

**WHEREAS**, the proposed Budget for 2014-2015 has appropriations in the amount of \$17,331,210 with the County's share to be raised by tax revenue in the amount of \$4,000,000, and

**NOW THEREFORE BE IT RESOLVED**, that the 2014-2015 Operating Budget be approved in the amount of \$17,331,210 and the County's share to be levied and assessed against the taxable real property of Sullivan County on the 2015 tax rolls at \$4,000,000.

5

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO AUTHORIZE AWARD & EXECUTION OF CONTRACT**

**WHEREAS**, a proposal was received for Psychiatrist Services for emergency after hours and holiday psychiatric services at the Sullivan County Jail, and

**WHEREAS**, Dr. Charles Chung, MD, 14 Pineberry Court, Poughkeepsie, New York 12603, will provide said services from January 1, 2014 through December 31, 2014, with an option to extend on a yearly basis, for two (2) additional years, under the same terms and conditions, and

**WHEREAS**, the Sullivan County Department of Community Services has recommended said vendor.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be and hereby is authorized to execute contract with Dr. Charles Chung, MD, for a total annual cost not to exceed \$30,000.00, in accordance with RFP R1305A, said contract to be in such form as the County Attorney shall approve.

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

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO APPOINT ONE MEMBER TO THE SULLIVAN COUNTY HUMAN RIGHTS COMMISSION**

**WHEREAS**, pursuant to Resolution No. 490-04 adopted on December 6, 2004 the Sullivan county legislature created a Sullivan County Commission on Human Rights (“Commission”); and

**WHEREAS**, Resolution No. 109-05 adopted on March 17, 2005, the Sullivan County legislature appointed the members to the Commission for the designated terms; and

due to the resignation of Katheryn Schlichtman whose term expired on 12/31/13 and

**WHEREAS**, the Commission sent a letter to the Sullivan County Legislature , received on June 1, 2014 informing the Legislature of the vacancy for the next three year term which expires on December 31, 2016, and

**WHEREAS**, Resolution No. 113-06 adopted on March 16, 2006 indicates terms are to commence on January 1 and terminate on December 31 in the year in which they are scheduled to terminate.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby appoint the following member to the Commission for the following term:

**APPOINTMENT**

**TERM**

Peggy Johansen

12/31/16

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO REAPPOINT FOUR MEMBERS OF THE SULLIVAN COUNTY HUMAN RIGHTS COMMISSION**

**WHEREAS**, PURSUANT TO Resolution No. 490-04 adopted on December 6, 2004, the Sullivan county Legislature created a Sullivan county Human Rights Commission (“Commission”); and

**WHEREAS**, Resolution No. 109-05 adopted on March 17, 2005, the Sullivan county Legislature appointed the members to the commission for designated terms; and

due to the expiration of the following commissioners, Judy Balaban, Gabriel Bertonazzi and Kathie Aberman terms on 12/31/13 and

**WHEREAS**, Resolution No. adopted on March 6, 2006 indicates terms to be commenced on January 1 and terminate on December 31 in the year in which they are scheduled to terminate.

**NOW, THEREFORE, BE IT RESOLVED**, That the Sullivan county legislature does hereby appoint the following commissioners for the following terms:

**Reappoint:**

Member	Terms Expires
Judy Balaban	12/31/15
Gabriel Bertonazzi	12/31/15
Kathie Aberman	12/31/13

Resolution No. \_\_\_\_\_. Introduced by Executive Committee to Support Necessary Reforms to New York Labor Law 240 and 241.

**WHEREAS**, New York Labor Law 240 and 241, commonly known as the "Scaffold Law," outlines liability for injuries caused by an employee's fall from a height; and

**WHEREAS**, the laws impose strict liability on employers and owners of buildings if a worker falls from any height; and

**WHEREAS**, The law was first imposed in 1885 at a time when worker safety was largely neglected in New York State and at a time when modern safety equipment and scaffolding techniques did not exist; and

**WHEREAS**, The Scaffold Law has caused a dramatic increase in construction costs due to increased insurance required for employers in the construction business, causing New York State to have the highest general liability insurance costs in the nation; and

**WHEREAS**, The Scaffold Law is a boon to personal injury lawyers as half of the 30 largest law suits in the state stem from Scaffold Law issues and while scaffold related injuries have decreased in the past 20 years the number of Scaffold Law claims has increased 500 percent; and

**WHEREAS**, New York is the only state in the country to impose a construction law like the Scaffold Law that imposes strict liability on the employer; further it is one of a very few laws that mandate strict liability in the State of New York; and

**WHEREAS**, the increase in costs in New York drives away investment in our infrastructure when developers and contractors can get better rates in other states; and whereas, not only does the law drive away out-of-state investment infrastructure

but the lost investment to other states also serves to decrease the number of new construction jobs created every year, making it more difficult for many of New York's skilled laborers to find appropriate employment; and

**WHEREAS**, Recent studies by SUNY's Nelson Rockefeller Institute of Government suggests that workers are more likely to be injured due to the current version of the Scaffold Law; and

**WHEREAS**, This was based off statistics on construction injuries in Illinois that show a decrease in work related injuries since the 1995 repeal of its Scaffold Law at a much quicker pace than here in New York, and

**WHEREAS**, following the removal of the Illinois Scaffold Law, the state also found an increase in the number of construction jobs created on an annual basis; and

**WHEREAS**, comparative negligence standards would help maintain worker safety while decreasing some of the insurance costs related to implementation of the current Scaffold Law; and

**WHEREAS**, this negligence standard under the Scaffold Law would not ban recovery for an injured worker due to their own negligence, but would allow the employer to bring issues with employee culpability to mitigate the damages in cases where the worker's actions contributed to his or her injury; and

**WHEREAS**, federal regulations have been enacted that attempt to protect workers from injury to falls by requiring certain precautions to be in place for people working at height and allows an outlet for workers concerned about their safety to engage federal review of any worksite for compliance with these regulations.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature is strongly in support of Scaffold Law reform as well as meaningful protection of construction workers; and

**BE IT FURTHER RESOLVED**, that the Sullivan County Legislature supports the full repeal of the Scaffold Law or its modification to include a pure standard of comparative negligence; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to Governor Andrew Cuomo, Assembly Speaker Sheldon Silver, Senate Majority Leaders Dean Skelos and Jeffrey Klein and the local delegation to the New York State Legislature.

Moved by \_\_\_\_\_, seconded by, \_\_\_\_\_

and adopted on motion.

GA

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO RETAIN ORSECK LAW OFFICES TO REPRESENT THE COMMISSIONER OF HEALTH AND FAMILY SERVICES IN A CIVIL MATTER**

**WHEREAS**, the Commissioner of Health and Family Services (“Commissioner”) has requested that the County of Sullivan (“County”) retain Orseck Law Offices to represent him in a civil matter, and

**WHEREAS**, an employee of the County of Sullivan has filed a Notice of Claim against Randy J. Parker, Commissioner of the Division of Health and Family Services and the County of Sullivan, and

**WHEREAS**, the County Attorney’s Office recommends hiring outside counsel to represent the Commissioner as there is a potential conflict of interest, and

**WHEREAS**, Orseck Law Offices has agreed to represent the Commissioner at an hourly rate of \$275.00.

**NOW THEREFORE BE IT RESOLVED**, that the County Manager is authorized to execute a Retainer Agreement with Orseck Law Offices until the conclusion, either by way of trial, settlement, stipulation, discontinuance or other legal termination of the civil matter against the Commissioner, and

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

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



**RETAINER AGREEMENT BY AND  
BETWEEN THE  
COUNTY OF SULLIVAN  
AND  
ORSECK LAW OFFICES**

This AGREEMENT is made effective as of April 23, 2014 by and between Orseck Law Offices, with an address of P.O. Box 469, Liberty, N.Y. 12754 (hereinafter the "Firm") and the County of Sullivan, County Government Center, 100 North Street, P.O. Box 5012, Monticello, N.Y. 12701.

The Firm agrees to provide legal services and representation in the defense of a "federal or civil rights litigation" commenced against Randy J. Parker, Commissioner of Health and Family Services, ("Commissioner"), beginning with the filing of a Notice of Claim or pleadings against the Commissioner until conclusion, either by way of trial, settlement, discontinuance or other legal termination at an hourly rate of \$275.00 per hour plus out of pocket disbursements as per County Resolution No. \_\_\_\_\_ adopted by the County Legislature on August 21, 2014.

For the purposes of this Agreement the term "federal or civil rights litigation" is defined as any claim made against the Commissioner by Colleen Cunningham which falls within the ambit of the coverage of the County's liability insurance.

In the event of a denial of coverage or a disclaimer as to coverage by the County's liability insurer, the Firm will defend the County, with billing on an hourly basis, from the date of the denial or disclaimer, at the rate of \$275.00 per hour. As part of such defense the Firm will assert all reasonable positions, if any, that such claim was within the ambit of the County's insurance and that the denial or disclaimer of coverage was improper it being the intent of the Firm to establish the obligation of the County's liability insurer to defend and indemnify the County in every instance when coverage is in dispute. Any declaratory judgment actions, including those brought by the County to determine the rights and liabilities of the County and the insurer under the insurance contract are separate actions and are not included with the term of "municipal liability claims" and will be billed at the hourly rate of \$275.00 per hour, subject to the provisions next if a determination of coverage is ultimately made.

Legal services under this agreement do not include appellate work. Should the County wish to retain the Firm to perform or prosecute appeals at any stage of the litigation, said work shall be performed at an hourly rate of \$125 per hour.

With respect to the defense of claims in general, the County understands that there are necessary disbursements and expenses incurred by a law firm in the defense of any claims. Accordingly, the County agrees to reimburse the Firm for all necessary disbursements advanced by the firm in the defense of claims or actions instituted against the County. The Firm will seek pre-approval from the Director of Risk Management of

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all individual expenses that it believes will exceed \$400. In the event that the Firm could not reasonably predict that expenses would exceed \$400 or the expenses necessarily had to be incurred prior to pre-approval, the Director of Risk Management shall have the authority to approve said expenses upon receipt of an invoice.

In the event it is necessary for counsel to stay overnight outside the County in connection with the defense of any action, the County agrees to reimburse counsel for the reasonable cost of expenses involving that stay.

The County further understands that actual trial days consume resources of the Firm, and agrees to pay the firm an additional \$750 per trial day. For the purposes of this agreement, "trial days" shall include pre-trial conferences and depositions held outside the County which consume more than six hours, and "full office days" during the course of a trial where counsel is engaged in the preparation of documents to be submitted to the Court.

All disbursements and hourly fees shall be billed by the Firm within 60 days of the end of the month in which such disbursements and hourly fees were incurred.

The Firm, and any and all attorneys employed or utilized by the Firm in connection with the performance of this Agreement agree not to bring or participate in any action, proceeding, claim or lawsuit against the County or any of its agencies or departments during the period of this Agreement and for a period of two years beyond the termination of this Agreement.

The Firm shall provide the County with a monthly statement of the status of all matters which the Firm is handling for or on behalf of the County and any County Officials for whom services are to be provided under this Agreement. Such monthly report shall also include the scheduled dates of upcoming proceedings in all such matters, including court conferences, discovery deadlines, depositions, motions, trials and the like.

The foregoing notwithstanding, either Party hereto may terminate this Agreement, without cause, by providing the other Party One Hundred Twenty days prior written notice.

The Firm agrees that, either in the event of early termination or in the event of the expiration of this Agreement in due course, the Firm shall cooperate with the County to assure the orderly, timely and professional transfer of all matters then pending to such firm or attorneys as the County may direct.

For the purposes of obtaining settlement approvals, information with respect to cases, and other communications with respect to the matters covered by this Agreement the Firm shall have two liaisons with the County, the Director of Risk Management and the County Attorney.

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This Agreement is subject to any written amendments by the parties hereto.

ORSECK LAW OFFICES

\_\_\_\_\_  
By: Gerald Orseck, Esq.

COUNTY OF SULLIVAN

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

\_\_\_\_\_  
Thomas J. Cawley, Assistant County Attorney

POC

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO CREATE A  
NEW POSITION IN THE COUNTY CLERK'S OFFICE**

**WHEREAS**, the Sullivan County Clerk has reviewed the staffing needs of the County Clerk's Office and has requested the creation of an additional County Clerk Worker I position; and

**WHEREAS**, the creation of an additional County Clerk Worker I position will help ensure the continued service to the public in a timely manner and eliminate a need for excessive overtime.

**NOW THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby creates a new position of County Clerk Worker I in the County Clerk's Office.

Moved by

Seconded by

Declared duly adopted on motion

**RESOLUTION NO. INTRODUCED BY THE EXECUTIVE COMMITTEE TO ENACT A  
PROPOSED LOCAL LAW 3 OF 2014 TO AMEND THE ELECTRICAL LICENSING LAW**

**WHEREAS**, a proposed Local Law was presented to the Sullivan County Legislature at a meeting held on July 17, 2014 at the County Government Center, Monticello, New York in order to consider said proposed local law; and

**WHEREAS**, a notice of public hearing having been duly published and posted as required by law and said published and posted as required by law, and said public hearing having been held on August 21, 2014 and all persons appearing at said public hearing deemed to be heard.

**NOW, THEREFORE BE IT RESOLVED**, that the Sullivan County Legislature does hereby enact and adopt said proposed Local Law 3 of 2014, To Amend the Electrical Licensing Law”.

## LOCAL LAW 2 OF 2014

### Chapter 103, ELECTRICAL LICENSING

[HISTORY: Adopted by the County Legislature of the County of Sullivan 6-20-2002 by L.L. No. 5-2002.EN Amendments noted where applicable.]

#### ARTICLE I, Purpose and Definitions

##### § 103-1. Purpose.

The Sullivan County Legislature does hereby find that the installation, repair and improvement of electrical services and wiring in residential and commercial structures is a unique occupation requiring experience and special skill. The improper installation, repair and improvement of electrical wiring may create hazardous conditions for the occupants and community. The County Legislature finds the licensing of electricians is an appropriate method to insure that qualified persons practice the electrical trade in Sullivan County in order to protect the public.

##### § 103-2. Definitions.

As used in this chapter, the following terms shall have the following meaning unless the context requires otherwise:

**BOARD** -- The Board of Electrical Licenses of the County of Sullivan established by this chapter.

**CHAIRMAN** -- The Chairman of the Board of Electrical Licenses of the County of Sullivan.

**COUNTY** -- The County of Sullivan.

**COUNTY LEGISLATURE** -- The County Legislature of the County of Sullivan.

**ELECTRICAL CODE**-- Then current adopted electrical code as specified in the New York State Uniform Fire Prevention and Building Code, unless the municipality where the work is being performed has adopted a more restrictive code and filed such with the New York State Secretary of State, in which case the code would be according to the more restrictive code.

**ELECTRICAL INSPECTOR** -- New York State Electrical Inspector or Electrical Inspection firm that has been approved by the Board from a list of such individuals or firms obtained by the County pursuant to a request for proposals. The approved list of Electrical Inspectors shall be provided to each municipal code enforcement officer for their use.

**HOMEOWNER** -- Any person who owns land upon which there is a one-family dwelling unit occupied by such person and/or where there may also be nonresidential buildings used solely for the private use of such person, and the title thereto being in the name of such person, and/or his or her spouse, individually or jointly.

**INVESTIGATOR** -- A person who is either an approved Electrical Inspector or a Master Electrician designated by the Board to investigate complaints.

LIMITED ELECTRICIAN -- Any person who engages in or carries on the business of repairing electrical wire controls and servicing oil burners, gasoline and oil pumps, domestic water pumps, and oil, gas and air conditioning units, and/or installing or repairing electrical signs and billboards and any person who contracts to do any of the foregoing.

JOURNEYMAN ELECTRICIAN -- Any person who has, or not less than 5 years, carries on the business of installing, erecting, altering or repairing electrical wiring, apparatus, fixtures, devices, appliances and equipment utilized or designed for the utilization of electricity for light, heat or power purposes, or for signaling systems operating on 50 volts or more and any person who performs or supervises the performance of work done in connection with the installation, erection, alteration, extension or repair of electrical wiring, apparatus, fixtures, devices, appliances and equipment for light, heat or power purposes or for signaling systems operating on 50 volts or more under the supervisions of a Master Electrician and who at the expiration of such a period has been certified by both a Master Electrician and an Electrical Inspector to function as an Journeyman Electrician. Unlike a Master Electrician, a Journeyman Electrician may not hire other persons who do not have an electrical license to perform electrical work and may not supervise other persons who do not have an electrical license. However a Journeyman Electrician is not authorized to work independent of a Master Electrician

MASTER ELECTRICIAN -- Any person who engages in or carries on the business of installing, erecting, altering or repairing electrical wiring, apparatus, fixtures, devices, appliances and equipment utilized or designed for the utilization of electricity for light, heat or power purposes, or for signaling systems operating on 50 volts or more and any person who performs or supervises the performance of work done in connection with the installation, erection, alteration, extension or repair of electrical wiring, apparatus, fixtures, devices, appliances and equipment for light, heat or power purposes or for signaling systems operating on 50 volts or more and any person who contracts to do any of the foregoing.

PERSON -- An individual, firm, partnership, corporation or other legal entity, whether or not organized for profit.

SPECIAL ELECTRICIAN -- Any person who is in the exclusive employ of a publicly held corporation, or the owner, lessee or manager of a building or plant structure and whose employment consists wholly or partly of the work of maintaining or repairing electrical wiring, apparatus, fixtures, devices, appliances and equipment utilized or designed for the utilization of electricity for light, heat or power purposes, or for the signaling systems operating on 50 volts or more solely on the premises of said business or corporation. [Amended June 21, 2007 by L.L. No. 5-2007]

ARTICLE II, Board of Electrical Licenses  
§ 103-3. Membership.

- A. There is hereby established in and for the County of Sullivan a board known as the "Board of Electrical Licensing of the County of Sullivan" consisting of seven (7) voting members and two (2) non-voting member, as follows:
  
- B. The following shall constitute the voting members of the Board of Electrical Licensing:
  - 1) A representative of the New York State Electric and Gas Company (NYSEG), or any successor local electrical utility company in the event NYSEG should sell, transfer or merge its business.
  - 2) One (1) Electrical Inspector
  - 3) Two (2) active Master Licensed Electricians licensed in Sullivan County.

- 4) One (1) Code Enforcement Officer/Building Inspector.
- 5) The County Manager or his/her designee.
- 6) One (1) individual representing the County Legislature.

C. The following shall be non-voting members of the Board of Electrical Licensing:

- 1) One (1) representative from the IBEW (International Brotherhood of Electrical Workers).
- 2) A recording secretary – administrative person working for the County of Sullivan.

D. The Board shall have the authority to consult with professionals and/or advisors as needed.

E. All members of the Board of Electrical Licensing shall serve in such positions without compensation except for the recording secretary.

F. All appointments to the Board of Electrical Licensing, other than the County Manager or his/her designee who shall be a member by virtue of his/her office, shall be made by the County Legislature.

G. The Board of Electrical Licensing shall be subject to the legislative oversight of the Public Safety and Law Enforcement Committee of The County Legislature. [Amended 1-23-2003 by L.L. No.23-2003][Amended June 21, 2007 by L.L. No. 5-2007]

H. Terms of Office

Members of the Board, except the County Manager or their designee, shall be appointed by the County Legislature. Of the members first appointed, one shall be appointed for a term of one (1) year; two for a term of two (2) years; two for a term of three (3) years. Members may continue until their successors have been appointed and confirmed. The success of all members of the Board where after shall be appointed for terms of four (4) years, subject to the Legislature Policy on Members of Boards continuing in office.

I. The Board shall elect a chairman and a vice-chairman from its membership annually. The recording secretary shall be an employee of the County of Sullivan.

§ 103-4. Powers of Board.

The Board of Electrical Licenses shall:

A. Hold regular quarterly meetings and special meetings as often as necessary or required; at least forty-eight (48) hours' written or electronic notice of a special meeting shall be given to the members of the Board.

B. Adopt bylaws and such rules and regulations as may be necessary to implement this chapter, including licensing standards not inconsistent herewith, and to file a certified copy thereof prior to the effective date with the Clerk of the County Legislature.

C. Review qualifications and fitness of applicants for licenses under this chapter that have been denied or accepted by the Director of Human Resources or his/her designee. The Board, by a majority vote of its membership, can overrule the Director of Human Resources or his/her designees decision denying an applicant the opportunity to take the exam.



- D. Issue licenses as authorized by this chapter to applicants possessing the requisite qualifications. Licenses shall be signed by the Chairman. The Board shall keep records of all proceedings and licenses issued pursuant to this chapter.
- E. Hear complaints of alleged violations of this chapter, suspend or revoke licenses and impose and collect fines and penalties for violations of the current Sullivan County Electrical Law, Sullivan County Ethics Code and/or the National Electrical Code after due notice and hearing as hereinafter provided, institute suits in the name of the County of Sullivan, subject to the approval of the County Attorney.
- F. Charge application and license fees as the Board may determine from time to time. [Amended June 21, 2007 by L.L. No. 5-2007]
- G. The Board has the Authority to administer oath to witnesses.

§ 103-5. Quorum.

A majority of the Board shall constitute a quorum for the transaction of business at any meeting. Officers shall serve at the pleasure of the Board. [Amended June 21, 2007 by L.L. No. 5-2007]

ARTICLE III, Licenses; Exemptions

§ 103-6. License required.

Except as provided in § 103-7, no person shall engage in, carry on or conduct the business of or do, perform, offer, undertake, contract to do or perform the work of a Journeyman Electrician, Master Electrician, Limited Electrician or Special Electrician, as herein defined, within the County of Sullivan or hold himself/herself out to the public, directly or indirectly, as being able to do so unless licensed pursuant to this chapter or unless employed by and working under the direction of a licensee or employed by a business and working under the direction of a licensed electrician employed by such business.

§ 103-7. Exemptions from license requirement.

The following persons shall be exempt from the requirement to obtain a license:

- A. Persons engaged solely in selling and attaching ordinary electrical appliances to existing circuits where no joining or splicing of electrical wires is required.
- B. Persons engaged solely in the electrical manufacturing business.
- C. Persons employed by public service companies authorized to do business in the State of New York.
- D. Persons engaged in the transmission of intelligence by electricity and in installing, repairing and/or maintaining wires or other fixtures or appliances in connection therewith operating on less than 50 volts.
- E. Homeowners engaged in the installation, maintenance, replacement and improvement of electrical work on and in their property and the title thereto being in the name of such person. Such work must be inspected by an APPROVED QUALIFIED ELECTRICAL INSPECTOR.

#### ARTICLE IV, License Applications and Qualifications

##### § 103-8. Applications.

Every natural person who requires a license under this chapter and who meets the requirements set forth herein shall apply for such license on the form and in the manner prescribed by the Board.

##### § 103-9. Minimum qualifications.

No person shall apply for a license unless, prior to the administration of a written examination, such person shall have satisfied the minimum qualifications for the specified type of license for which the application is made.

##### § 103-10. Qualifications for Master Electrician License.

The minimum qualifications for a license as a Master Electrician are:

- A. Either graduation from an accredited trade school and completion of at least three (3) years of qualified work experience; or completion of at least six (6) years of qualified work experience; and
- B. Certification in writing by the employer or employees of such person of the performance of qualified work experience based on regular over-site of the employer.

##### § 103-11. Qualifications for Limited Electrician License and Special Electrician License. The minimum qualifications for a license as a Limited Electrician and Special Electrician are:

- A. Completion of at least three (3) years of qualified work experience; and
- B. Certification in writing by the employer or employers of such person of the performance of the qualified work experience based on regular over-site of the employer.

##### § 103-12. Qualified Work Experience.

- A. As used in this chapter, "qualified work experience" shall mean work as a mechanic and installer of electrical wire, service, parts and equipment performed under the supervision of a person licensed under this chapter and otherwise legally engaged in such work, and the work performed was reasonably related to the scope of work to be performed under the type of license for which application is made.
- B. A year of qualified work experience shall be credited if such person was employed in a part-time capacity and the qualified work experience was completed within a period of 24 consecutive months.

##### § 103-13. Information required.

The application for any license shall request only the following information:

- A. Name and home address of applicant.
- B. Business address.
- C. Telephone number.
- D. The last four (4) digits of the applicants social security number and employer identification number(s).
- E. Valid photo identification.
- F. A statement of all qualified work experience and education, setting forth names, addresses and descriptions of work performed or degrees attained, and date of employment or attendance.

- G. A statement of whether the applicant was licensed under any other law, whether such license is currently valid, whether such license was ever suspended, revoked or other action taken and, if so, the disposition thereof.
- H. A statement of whether the applicant was ever convicted of a felony or misdemeanor, and if so, the disposition thereof.
- I. A statement that the Director of Human Resources or his/her designee is authorized to investigate the facts set forth in the application.
- J. A statement that such application is made under the penalties of perjury. [Amended June 21, 2007 by L.L.No.5-2007]

§ 103-14. Filing of application; additional information.

An application shall be deemed filed only when the properly completed application and all fees are received by the Chairman. Applications must be filed at least two weeks before the date set for the exam. An applicant may provide such additional information as the applicant deems appropriate, including references from prior employers, customers and teachers. [Amended June 21, 2007 by L.L. No. 5-2007]

ARTICLE V, Written Examinations; Types of Licenses; Insurance

§ 103-15. Examinations; when given.

Except as provided in § 103-21, the Director of Human Resources or his/her designee shall conduct written examinations for each type of license authorized by this chapter. The examination shall be administered within 30 days of an approved application but no more than frequently than quarterly. An application to take an exam shall be filed with the Chairman. The Board may hire an outside testing agency to administer and grade the exams. The agency would have to be approved by the County. The fee for the exam shall be paid for by the applicant in addition to the application fee [Amended June 21, 2007 by L.L.No. 5-2007]

§ 103-16. Place and time of examinations.

All written examinations shall be supervised and administered by the Director of Human Resources, or his or her designee, at the County Government Center, Monticello, New York, during regular business hours. [Amended June 21, 2007 by L.L.No.5-2007]

§ 103-17. Content of examinations.

All written examinations shall be in standard form and shall test, for each type of license authorized by this chapter, the applicant's:

- A. The proper application and use of materials, equipment and tools.
- B. Basic knowledge of the then current adopted edition of the National Electrical Code.
- C. Basic knowledge of electricity.

§ 103-18. Grading of examinations.

A. Each written examination shall have prepared, prior to administration, an answer key setting forth the correct answers and, when applicable, alternative correct solutions. The examination and answers to the examination taken by the applicant shall be available, for review, to the applicant on a date to be determined by the Board, within 20 days after administration of the examination upon written request without cost. No examination shall be graded solely by a person licensed pursuant to this chapter. If the outside agency administers the exam and grades it, their policies will be followed.

B. The Director of Human Resources or his/her designee, or an outside testing agency shall grade the exams and report the results to the Chairman. Exams shall be graded within five (5) business days of date they were taken. [Amended June 21, 2007 by L.L. No. 5-2007]

§ 103-19. Approval or denial of license.

Failure to pass the exam or to meet the necessary qualifications as required by §§ 103-10 or 103-11 shall be summary grounds for denial of a license under this chapter. Failure of two (2) exams within one year, the applicant must wait one year from the last exam before re-applying.

§ 103-20. Denial of licenses; hearings.

If the Director of Human Resources or his/her designee or the outside agency shall deny a license, the Board shall set forth the reasons for such denial, in writing, and mail the same to the applicant. Failure of the written examination shall be grounds for summary denial of a license. Within 20 days after the date of mailing such notice of denial, the applicant may, by written request, seek review of such determination before the Board, to hear the evidence presented by the applicant and may call witnesses. After such hearing before the Board, the Board shall determine whether to sustain the denial or issue the license. The Board may allow oral argument. The Board shall decide the matter within 10 business days after the hearing and notify the applicant of its decision in writing. No application shall be denied on the grounds that the applicant was convicted of a crime, except in accordance with Article 23A of the Corrections Law. [Amended June 21, 2007 by L.L. No. 5-2007]

§ 103-21. Exemption from examination.

A written examination shall be dispensed with in the following circumstances:

- A. If a person is performing electrical work for the state, municipalities or school districts pursuant to a written contract requiring a performance bond, and/or is under architectural or engineering supervision. Such person will be issued a one job temporary license for such contracted work.
- B. If a person is performing electrical work pursuant to a written contract in the County of Sullivan in any single-contract job, and which contract job shall have as its consideration for electrical work, a sum of money in the amount of \$250,000 or more. Such person will be issued a one job temporary license for such contracted work. This provision shall not apply to housing developments.
- C. Where a person is currently licensed by another jurisdiction outside of Sullivan County, pursuant to a valid reciprocal licensing agreement pursuant to § 103-24. [Amended June 21, 2007 by L.L. No. 5-2007]

§ 103-22. Permanent licenses.

Any person who has completed the requirements for any category of license as defined herein and has been issued such license.

§ 103-23. Temporary licenses.

The Board shall issue a Temporary License for a single job for a period ending December 31st, renewable on request for additional one-year periods or until the job shall be completed, whichever period is shorter, to an applicant who shall be exempt from examination pursuant to § 103-21.

§ 103-24. Reciprocal licenses.

- A. The Sullivan County Legislature may, by resolution, authorize the County Manager to enter into formal reciprocal licensing agreements between Sullivan County and individual municipalities or other States. [Amended June 21, 2007 by L.L. No. 5-2007]
- B. Pursuant to such formalized reciprocal license agreements, the Board shall be authorized to issue reciprocal licenses upon such terms and conditions as are applicable to the individual reciprocating municipalities. Said licenses may be granted without examination upon application to the Board, and upon payment of all applicable fees.

§ 103-25. License form and term; renewal.

- A. Licenses shall not be assignable or transferable.
- B. The form and content of such license issued shall be prescribed by said Board in such manner as to properly identify each licensee.
- C. All permanent licenses must be renewed every January. Such renewal shall include proof of insurance (general liability and workers compensation), proof of 6 hours of continuing education per calendar year and payment of the fee to the County of Sullivan Electrical Licensing Board and directed to the Secretary of the Board.
- D. Each license shall at all times be kept conspicuously displayed in the place of business or employment, and vehicle(s) the case may be, of the licensee.
- E. Each Journeyman Electrician, Limited Electrician, and Master Electrician shall list his/her license number in each advertisement, estimate, bill, building permit application or contract setting forth the license number and such other information as the Board shall direct by regulation.

§ 103- 26. Lapse.

- A. Any licensee may surrender their license providing that the licensee pay the yearly fees and takes 6 hours of continuing education per year. Such licensee may reactive their license at any time in accordance with this chapter.
- B. If a licensee has changed his/her status to an electrical inspector, the license is placed on hold and the yearly fee must be paid until such time they deem to reactive it.
- C. Failure to reactive within five years will require such licensee to qualify for a license in accordance with the requirements of this chapter and an appearance to the Board for a review.
- D. Failure to maintain 6 hours of continuing education per year is an automatic revocation of your license.

§ 103-27. Licenses; insurance requirements.

Every person licensed pursuant to this chapter shall maintain appropriate insurance issued by an insurance company licensed to do business in the State of New York in a single limit of liability of not less than \$500,000 for each act of negligence or other injury to persons or property. Each person licensed pursuant to this chapter shall file with the Board annually, or upon any change of insurance carrier, a certificate of insurance showing the maintenance and existence of such insurance coverage. The failure to maintain such insurance policy or file proof of coverage shall be grounds for the summary

suspension of such person's license under this chapter, which suspension shall continue in effect until coverage is obtained or reinstated. The provisions of § 103-28D shall apply to a violation of this section of this chapter.

#### ARTICLE VI, Penalties for Offenses

##### § 103-28. Civil offenses.

- A. No person shall directly or indirectly engage in or work in the business of Journeyman Electrician, Limited Electrician, Master Electrician, or Special Electrician in the County of Sullivan without a valid license, unless such person shall be exempted from licensing as herein provided in § 103-7.
- B. No person shall employ or contract with a person who is required to be licensed by this chapter to perform any electrical work in the County of Sullivan unless such employee or contractor shall have a valid license.
- C. Except as hereinafter provided, no person who is licensed by this chapter and engaged in the business of a Journeyman Electrician, Limited Electrician, Master Electrician, or Special Electrician shall inspect any electrical work in the County of Sullivan, nor shall such person prepare, submit or offer, or attempt to prepare, submit or offer, a certificate of inspection of any electrical work to any governmental authority or any other person who properly requires a certificate of inspection of electrical work upon which certificate of inspection such governmental authority or other person will reasonably rely.
- D. No licensee shall violate any provision of this chapter or the regulations adopted by the Board.
- E. No licensee shall violate any local law, ordinance or resolution regulating the installation of electrical service, wiring and apparatus adopted by any municipality in which this chapter shall be effective.
- F. No licensee shall violate any applicable provisions of the National Electrical Code governing the work being performed and/or the electrical section of the then current adopted New York State Uniform Fire Prevention and Building Code.
- G. Any person licensed as a Special Electrician may not work under such license for the public generally.
- H. Failure to comply with the provisions of this local law shall constitute a violation.

##### § 103- 29 Injunctive relief.

A violation of this chapter may be enjoined. The County Attorney may seek an injunction on behalf of the Board in his discretion, upon the written request of the Board, in the Supreme Court, Sullivan County.

##### § 103- 30. Hearing; penalty.

- A. Any person found to have violated any provision of this chapter may be penalized by the Board for violations shown after a hearing by the Board, upon due notice, held upon written charges given to the alleged violator. The alleged violator may call witnesses and be represented by an attorney. If the Board determines that the alleged violator or any supervisor/employee violated any provision of this chapter or of any other applicable law, it may impose a fine not exceeding \$1,000 per day.

B. In addition, any license issued hereunder may be suspended or revoked or other penalty imposed by the Board for any violation after a hearing by the Board, upon due notice, held upon written charges given to the alleged violator. Furthermore, the Board may, in such case as it may determine, impose a probationary term not to exceed one year, during which the licensee shall perform work and have same inspected upon such conditions as the Board shall deem appropriate.

§ 103- 31. Violations defined.

As used in this chapter, each day that a violation shall continue shall constitute a separate and distinct violation.

§ 103 – 32. Conflict of interest.

No member of the Board who is licensed pursuant to this chapter shall hear any complaint brought before the Board which involves such person.

§ 103- 33. (RESERVED) [Amended June 21, 2007 by L.L. No. 5-2007]

ARTICLE VII, Court Review

§ 103- 34. Review of action of Board.

Any action of the Board may be reviewed by any person aggrieved thereby in the Supreme Court, Sullivan County, by a proceeding instituted under the provisions of Article 78 of the Civil Practice Law and Rules within 90 days of the act sought to be reviewed.

ARTICLE VIII, Miscellaneous Provisions

§ 103- 35. Disposition of moneys derived from chapter.

All fees, fines and penalties imposed in accordance with this chapter shall be paid directly to the Sullivan County Treasurer.

§ 103- 36. Liability for damages.

This chapter shall not be construed to relieve, limit or reduce the responsibility of any person owning, operating, controlling or installing any electrical wiring, devices, appliances or equipment for loss of life or damage to person or property caused by any defect therein, nor shall the County of Sullivan be deemed to have assumed any such liability for a license issued pursuant to this chapter, or for any work performed by such licensees.

§ 103- 37. Geographic scope.

This chapter shall have no effect in any town or village in the County of Sullivan which shall have heretofore or shall hereinafter enact any local laws or ordinances regulating the licensing of Journeyman Electricians, Limited Electricians, Master Electricians, and Special Electricians.

§ 103- 38. Title.

This chapter may be referred to and cited as the "Electrical Licensing Law". [Amended June 21, 2007 by L.L. No. 5-2007]

§ 103-39. Enforcement

If there are any violations or alleged violations of any portion of this Electrical Licensing Law by any person or entity the County Manager, or designee will be responsible for enforcement as follows:

- A. All complaints alleging a violation of the Electrical Licensing Law, in whatever manner they are received, shall be sent to:
  - 1) The County Manager or designee;
  - 2) Code Enforcement Officer/Building Inspector of jurisdiction;
  - 3) and the Board
  
- B. Upon receipt of a complaint the County Manager, designee or the Board shall initiate an investigation and generate a preliminary report indicating what, if any, further investigation or inquiry is required. If the County Manager or designee determines that no further investigation is necessary, then the preliminary report shall be deemed a final report and a copy of the report shall be sent to the Code Enforcement Officer/Building Inspector of jurisdiction.
  
- C. If the preliminary report indicates that further investigation or inquiry is necessary, the County Manager or designee shall be authorized to hire investigators he/she deems appropriate. Said investigators shall report their findings directly to the County Manager or designee, the Board and the Code Enforcement Officer/Building Inspector of jurisdiction.
  
- D. Upon review of the investigator's findings and all other information available to him/her the County Manager or designee and the Board shall recommend a method of remediation.
  
- E. Upon completion of remediation a final report shall be issued to the Board.
  
- F. The County Manager or designee, shall send the final report to the Board and any official(s), agency(s) or authority(s) that they deem appropriate. The County Manager or designee is authorized to request that the appropriate official commence an enforcement action, including but not limited to a legal proceeding. [Amended June 21, 2007 by L.L. No. 5-2007]

Effective Date

This Local Law shall be effective upon filing with the Secretary of State. [Amended June 21, 2007 by L.L. No. 5-2007]



**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY EXECUTIVE COMMITTEE TO  
AUTHORIZE THE COUNTY MANAGER TO EXECUTE A CONTRACT  
AMMENDMENT WITH VERIZON OF NEW YORK INC. TO CONTINUE  
MAINTENANCE OF ENHANCED 911 TELEPHONE EQUIPMENT**

**WHEREAS**, the County of Sullivan executed an agreement with Verizon New York pursuant to resolution 192-08 to supply equipment and maintenance for the operation of the E911 telephone system, and

**WHEREAS**, the County of Sullivan executed an agreement with Verizon New York pursuant to resolution 458-13 to extend maintenance for the operation of the E911 telephone system through 3/31/2014, and

**WHEREAS**, the County was awaiting a final grant contract execution from NYS DHSES to allow the County to move forward with replacing the current E911 telephone system which is beyond manufacturer support; and

**WHEREAS**, Verizon is willing to extend the agreement for an additional 6 months to provide maintenance of the E911 phone system as the County implements the new E911 phone system,

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is hereby authorized to execute a contract amendment, with Verizon Of New York Inc. to provide maintenance of Enhanced 911 telephone equipment for an additional 6 month term expiring 9/30/2014 and a cost not to exceed \$17,700. Such agreement to be in a form approved by the County Attorney's Office.

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

To: Sullivan County Legislature

Fr: Alex Rau, E911 Coordinator

Re: Request for Consideration of a Resolution: Modify agreement with Verizon of NY for  
maintenance of E911 telephone system

Date: 8/21/14

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

This resolution will authorize a contract ammendment to extend maintenance of the E911 telephone system from the current 03/31/2014 to 9/30/2014.

Is subject of Resolution mandated? Explain:

Yes, must maintain E911 telephone system for public safety.

Does Resolution require expenditure of funds? Yes  No

If "Yes, provide the following information:

Amount to be authorized by Resolution: \$ 17,700.00

Are funds already budgeted? Yes  No

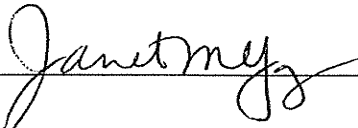
If "Yes" specify appropriation code(s): A3020-44-4405

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

Estimated Cost Breakdown by Source:

County	\$ <u>17,700.00</u>	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 [ Verizon ] of  
[ New York ]

Nature of Other Party to Contract: Other:

Duration of Contract: From 04/01/2014 To 09/30/2014

Is this a renewal of a prior Contract? Yes  No

If "Yes" provide the following information:

Dates of prior contract(s): From 01/01/2014 To 03/31/2014

Amount authorized by prior contract(s): 8,850.00

Resolutions authorizing prior contracts (Resolution #s): 2013-458

Future Renewal Options if any:

n/a

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:

County must continue to maintain E911 telephone system.

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): \$17,700

Efforts made to find Less Costly alternative:

n/a

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

n/a

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

Quote - Procurement - N/A - [Signature]

Person(s) responsible for monitoring contract (Title): E911 Coordinator

Pre-Legislative Approvals:

- A. Director of Purchasing: *Wendy Jones* Date 8/18/14
- B. Management and Budget: *Janet Meyer* Date 8/19/14
- C. Law Department: *Robert J. ...* Date 8/18/14
- D. County Manager: *John ...* Date 8/19/14
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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