



**SULLIVAN COUNTY LEGISLATURE**  
**Planning, Environmental Management and Real Property Committee**  
**Thursday, November 13, 2014 ~ 1:00 PM**

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

**AGENDA**

**DISCUSSION: None**

**PRESENTATIONS:**

- 1. Plans & Progress Small Grant Program**

**RESOLUTIONS:**

**COUNTY ATTORNEY - None**

**COUNTY TREASURER - None**

**PLANNING**

- 1. To authorize a Public Hearing for Comments on the Updated County Farmland Protection Plan.**
- 2. To authorize funding to assist the Delaware Highlands Conservancy to purchase and carry a parcel of property (SBL 26.-3-41) to enhance the Long Eddy Access to the Upper Delaware River.**
- 3. To authorize the Award & Execution of an agreement to develop a Dairy Processing Facility and Rescind Resolution No. 36-13.**
- 4. To accept funding from Sullivan Renaissance to assist with the Administration of the New York Main Street Technical Assistance Grant Award through the CFA 2013.**
- 5. To authorize an advance from the General Fund to Administer a New York Main Street Grant.**

**REAL PROPERTY –**

- 6. To correct the 2014 Tax Roll of the Town of Fallsburg for Tax Map #19.-12-3.**

**DEPARTMENT/PROGRAM UPDATES AND REPORTS:**

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

**DIVISION DISCUSSION ITEMS: None**

**PUBLIC COMMENTS:**

**RECESS**

# **PLANS & PROGRESS**



## **Division of Planning & Environmental Management**

### **SMALL GRANT PROGRAM**

**for assistance with projects that contribute to achieving  
County goals and implementing County plans**

### **PROGRAM GUIDELINES**

October 2014

## **Sullivan County Legislature**

**County Government Center  
100 North Street  
Monticello, New York 12701**

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## 1.0 BACKGROUND &

The PLANS & PROGRESS Small Grants Program builds on a history of small grantmaking by the County's Planning division. Initiated in the late 1990's as the Economic Development Assistance Program (EDAP) with money from the County budget and a State grant, the program also operated for a number of years as the Historic and Cultural Assistance Program. A County-run small grants program was not funded for 2014. These guidelines address a revamped initiative for a grants program covering all aspects of economic and community development under the broader umbrella of planning implementation: PLANS & PROGRESS

## 2.0 OBJECTIVES

The purpose of the PLANS & PROGRESS Small Grant program is to assist local municipalities, and community and not-for-profit organizations, throughout Sullivan County with capital projects related to tourism, community and economic development, image enhancement, and other county goals. These guidelines are intended to:

- Promote use of the program countywide through an initial allocation of funding to all legislative districts (see 3.2 below on geographic distribution);
- Foster projects that have county-wide or regional significance, by tying applications to county & municipal goals established in comprehensive or strategic plans;
- Increase the impact of the grants and accountability of the program through enhanced project tracking.

## 3.0 PLANS & PROGRESS PROGRAM GRANTS

### 3.1. 2015 Program Funding

The PLANS & PROGRESS Program has been seeded with \$100,000 in funding for FY2015.

### 3.2. Funding Cycle

The County Division of Planning and Environmental Management will accept applications for the PLANS & PROGRESS Small Grants program on a rolling basis. Applications will be reviewed, and awards made, twice during the calendar year. The first review will take place in April, considering all applications submitted up to April 1<sup>st</sup>. The second review will occur in September, to review all applications submitted between April 2<sup>nd</sup> and September 1<sup>st</sup>.

### 3.3. Geographic Distribution of Funds

It is the intent of the program to distribute funds throughout the county as broadly as possible, with a minimum of \$10,000 in funding to projects in each of the County's 9 legislative districts. Funds that remain unallocated after the first funding cycle will be released from geographic

**Comment [WJM1]:** Where towns are split, could they get more than \$10,000? For example Liberty has 3 representatives, so would they be eligible for \$30,000?

restrictions, and may be awarded based on need and compliance with program objectives regardless of project location.

**3.4. Amount of Awards**

During the first six months of the year, applicants may apply for grants of up to \$10,000, although smaller amounts may be awarded in order to maximize the number of projects assisted through the program. During the second half of the year, depending on utilization of the program, remaining available funds, and the quality of applications, larger grants of up to \$20,000 may be awarded.

**3.5. Availability of Funds**

PLANS & PROGRESS is a reimbursement program. To receive funds, participants must document expenditures and the required match to receive reimbursement. Where a project involves the purchase of construction materials, PLANS & PROGRESS funds may be awarded upon receipt of the appropriate documentation of materials cost in order to advance funds to the grant recipient.

**Comment [WJM2]:** This seems unfair, or would you go back and give someone who received \$10K in the first part another \$10K? Also what about retroactive payments? What if they aren't funded in the first round, go ahead with their project and then funding opens up, would they get \$\$ after the fact? Maybe say Larger grants of up to \$20,000 may be awarded if sufficient funds exist and selection criteria is exceeded?

**Comment [WJM3]:** Since its county funded I think we could do construction too, or are you staying away from that? Also, an organization may have trouble coming up with \$10K match, so could it be advancement of funds?

**4.0 ELIGIBILITY & SELECTION CRITERIA**

**4.1. Minimum Eligibility**

In order to be eligible for PLANS & PROGRESS grant monies, applications must meet the following minimum criteria:

- 4.1.1. The proposed activity must be located within Sullivan County;
- 4.1.2. The project sponsor must be able to demonstrate they have the resources needed to carry the project through to fruition;
- 4.1.3. The applicant must state the need for PLANS & PROGRESS funds as it relates to their ability to undertake and complete the proposed project;
- 4.1.4. The applicant must demonstrate that at least 50% of the approved project/program cost will be provided by sources other than the PLANS & PROGRESS Small Grants Program. Acceptable sources of matching funds include local, state and federal funding, in-kind services by municipalities or organizations, donations of materials and professional services from private for-profit businesses, and not-for-profit sweat equity;
- 4.1.5. The proposed activity advances Sullivan County Planning goals, as identified in such County planning documents as the Sullivan County 2020 Plan, the draft Sullivan County Economic Development Strategy, the Sullivan County Agricultural and Farmland Protection Plan, —the draft Comprehensive Coordinated Transportation Plan, and the draft Local Waterfront Revitalization Program (LWRP), and/or the work of County task forces, committees and working groups, such as the Trails Task Force. Prospective applicants are encouraged to contact

the Sullivan County Division of Planning & Environment Management for assistance in identifying how their proposed activity relates to County plans and projects.

#### 4.2. Preference Criteria

Projects will be ranked based on the degree to which they meet the minimum eligibility requirements and the following additional criteria:

- 4.2.1. The project is a stated County priority;
- 4.2.2. The project will enhance life in Sullivan County;
- 4.2.3. The project leverages County funding with a higher percentage of match funding than the required minimum 50%;
- 4.2.4. The project will result in a completed capital improvement within one year of the grant award;
- 4.2.5. The project is sponsored by a well-established not-for-profit organization or local municipality;
- 4.2.6. The project has demonstrated support from the host municipality and the broader community.
- 4.2.7. Impacts of the project will extend beyond the host community;
- 4.2.8. Impacts of the project will be long term;
- 4.2.9. Impacts of the project will be measurable.

**Comment [WJM4]:** Who is determining this? Is there a list? Or criteria of how this will be determined?

## 5.0 APPLICATION PROCESS

### 5.1. The Application Package

Applications should consist of a one page cover letter briefly stating the amount of funding requested and describing the project for which the funds will be used. This should be on the letterhead of the applicant organization, and signed by the executive director or someone in a comparable position with the authority to sign contracts. Letters should be accompanied by documentation addressing the following:

- 5.1.1. A detailed description of the project, including:
  - project history and current status
  - how the project will be administered and by whom
  - how the project addresses the program criteria listed above
  - the process for procuring and managing subcontractors, if applicable
  - the Legislative District where the project is proposed
- 5.1.2. Project budget, including:
  - detailed cost estimates citing the assumptions used, and sources. Budgets should be based on a minimum of two price quotes from potential contractors

- how the requested match will be provided
- 5.1.3. Project schedule
- 5.1.4. Municipal and community support, which may be demonstrated by municipal resolutions, letters, articles in newspapers or newsletters, social media, etc.

Applications should be submitted to the **Sullivan County Division of Planning and Environmental Management, County Government Center, 100 North Street, Monticello, NY 12701** or emailed to [Planning@co.sullivan.ny.us](mailto:Planning@co.sullivan.ny.us).

Field Code Changed

## 5.2. Selection Process

Applications will be reviewed twice a year by a committee consisting of:

- The County Manager, or designee
- The Commissioner of Planning & Environment Management, or designee
- The Commissioner of Public Works, or designee
- The Grants Administration Supervisor, or designee
- Three representatives from organizations engaged in economic development, tourism, and community enhancement

Committee recommendations will be presented to the County legislative committee on Planning, Environmental Management & Real Property (PEMRP) for review and authorization.

## 5.3. Awards

The Committee may choose to grant all, part, or none of the funding requested by an applicant. The County reserves the right to amend these guidelines in cases of specific need or impact.

## 6.0 TRACKING & PERFORMANCE REVIEW

The County Division of Planning & Environmental Management (DPEM) will be charged with preparing an annual report to the PEMRP committee with information on the following:

- DPEM and other activities to promote the small grants program
- Number of applicants and types of projects
- Awards made in the previous year
- Performance of grantees and status of projects
- Identified benchmarks to track project impacts



7.0 SAMPLE CONTRACT

**AGREEMENT  
COUNTY OF SULLIVAN WITH**

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

**1. SERVICES**

The Contractor shall perform the services described in the attached Schedule of Services during the period from \_\_\_\_\_.

**2. PAYMENTS**

The County shall pay the Contractor an amount not to exceed \$\_\_\_\_\_. Unless specifically agreed otherwise, payment shall be made after submission to the Commissioner of Planning by the Contractor of a voucher which includes expenses, prepared on a duly certified County form itemizing the services and the charges therefore, and audit by the County.

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

**3. DOCUMENTATION**

In order for the Contractor to be eligible for the receipt of payments provided in Section No. 2 above, the Contractor must submit documentation to the Division of Planning and Environmental Management. Required documentation from the Contractor to the County shall include, but not be limited to: (a) a mission statement, (b) a copy of incorporation documents, along with updated bylaws and a listing of individuals that comprise their governing board, (c) an audit of their financial records, performed by an independent auditor, licensed as a certified public accountant eligible to perform such services in the State of New York, (d) an annual plan that establishes clearly defined goals and sets specific annual performance targets or performance measures, (e) a statement of specific detailed services that the organization shall perform contractually for the County associated with the appropriation requested, (f) documentation to support an analysis of their performance as compared to their mission and annual plan. In addition, the Contractor shall submit a certified copy of all minutes of their governing board with the Clerk of the Sullivan County Legislature that will be made available for public review, as a condition of continued eligibility for the receipt of the appropriation.

In the event that the Contractor fails to comply with any portion of this Section, the County will be under no obligation to remit any payments to the Contractor.

**4. REPRESENTATIONS OF CONTRACTOR**

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

**5. APPROPRIATIONS**

If this agreement is funded by a grant or contract between the County and the State or Federal governments or is otherwise subject to legislative appropriation, the County shall not be liable beyond the funds authorized by such legislation or provided by the County, State or Federal governments. In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination. The County shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the County and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the County to the Contractor.

**6. AUDIT**

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

maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four years after the furnishing of the services provided under this agreement, the Contractor will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the Contractor carries out the duties of the agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

**7. INSURANCE**

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

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation and Disability Benefits	Statutory
Commercial General Liability, including broad form contractual liability, products/completed operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums)

shall be the sole obligations of the Contractor and not those of the County. The Contractor irrevocably waives all claims against the County SAMPLE CONTRACT

for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 6. The provision of insurance by the Contractor shall not in any way limit the Contractor's liability under this agreement. The Contractor shall attach to this agreement certificates of insurance evidencing the Contractor's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

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

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

- A. Policy retroactive dates coincide with or precede the Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- B. The Contractor will maintain similar insurance for at least 6 years following final acceptance of the services;
- C. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- E. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

**8. INDEMNIFICATION**

The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents against all claims, liabilities, damages, costs, and expenses (including but not SAMPLE CONTRACT

limited to reasonable counsel fees and the costs of litigation or settlement) arising from any negligent act or omission or willful misconduct of the Contractor, its employees, representatives, subcontractors, assignees, or agents, in any way associated with the performance of services pursuant to this agreement.

**9. MONITORING OF PERFORMANCE**

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

**10. ASSIGNMENT AND SUBCONTRACTING**

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

**11. INDEPENDENT CONTRACTOR**

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

**12. DEFAULT**

The Contractor shall be in default upon (i) its failure to comply with any term or condition of this agreement; (ii) the filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency; (iii) its failure to comply with any statute or regulation applicable to the performance of this agreement; (iv) the determination that any representation SAMPLE CONTRACT

or certification made under this agreement is untrue; (v) failure to maintain adequate insurance; (vi) failure to maintain adequate books and records.

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

**13. TERMINATION**

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

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

If the County terminates this agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the County to complete the services herein will be charged to the Contractor and/or set off against any sums due the Contractor.

Notwithstanding any other provisions of this agreement, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined. The rights and remedies of

the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

**14. MODIFICATION**

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

**15. NOTICES**

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

**16. NON-DISCRIMINATION**

The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement. The Contractor assures the County of Sullivan that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

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

**EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

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

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits,

supplier relations, access to programmatic benefits, and maintenance of Sullivan County facilities on a non-discriminatory basis.

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

**17. GOVERNING LAW**

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

**18. AUTHORIZATION**

This agreement is authorized by Resolution No. 515-10, adopted by the Sullivan County Legislature on November 18, 2010.

\_\_\_\_\_  
By:  
COUNTY OF SULLIVAN

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

APPROVED AS TO FORM

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

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## 8.0 COMPLIANCE WITH APPLICABLE LAWS

### Affirmative Action/Equal Employment Opportunity

Sullivan County is committed to programs of Affirmative Action. Article 15A of the Executive Law pertains to Minority and Women-owned Business Enterprises (MWBE) Equal Employment Opportunity (EEO). Municipalities will be required to document and certify their compliance with these regulations.

### Environmental Review

Before the Historic and Cultural Assistance Program Committee takes any action to award a grant, the requirements of the State Environmental Quality Review Act shall be met, where applicable.

### Historic Review

Any project that involves a building that is listed on the State/National Register must conform to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. Approval of the scope of proposed work by the New York State Historic Preservation Office shall be required for all structures on the State/National Register.

### Building Code Requirements

All projects will need to comply with the Uniform Fire Prevention and Building Code and the American with Disabilities Act. A letter from the municipal building inspector or code enforcement officer stating that such conditions have been met shall accompany the application.

### Timeframe

Once the PLANS & PROGRESS has concluded that the proposed project meets its program guidelines, a letter of agreement (including project budget, performance timeline and scope of work) will be written between the applicant and the PLANS & PROGRESS. Final construction documents will require PLANS & PROGRESS review before work can begin.

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

**To:** Sullivan County Legislature

**Fr:** Melinda Meddaugh, Agricultural Planner, Division of Planning & Env. Management

**Re:** Request for Consideration of a Resolution: Agricultural District Public Hearing

**Date:** April November 5, 2014

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

Authorize holding a public hearing for comments on the update to the County Agriculture and Farmland Protection Plan.

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

Yes, part of the SEQRA process to adopt the updated County Agriculture and Farmland Protection Plan

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

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

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

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

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

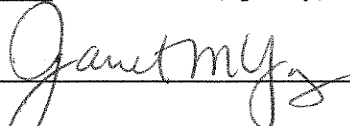
**If "No", specify proposed source of funds:** \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

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

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

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

**Verified by Budget Office:** 

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

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

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

Nature of Other Party to Contract: .

Other:

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

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

If "Yes" provide the following information:

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

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

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

Future Renewal Options if any:

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

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

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

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

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

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

Efforts made to find Less Costly alternative:

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

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

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

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

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

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

**Pre-Legislative Approvals:**

- A. Director of Purchasing: Kathy Jones Date 11/12/14  
B. Management and Budget: Janet Myers Date 11/12/14  
C. Law Department: S. Y. Johnson Date 11/12/14  
D. County Manager: John Wood Date 11/12/14  
E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in Planning, Environmental Management & Committee on \_\_\_\_\_

**RESOLUTION NO. -14 INTRODUCED BY PLANNING, ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY COMMITTEE TO AUTHORIZE A PUBLIC HEARING FOR COMMENTS ON THE UPDATED COUNTY FARMLAND PROTECTION PLAN**

**WHEREAS**, the County of Sullivan received a \$50,000 grant from the New York State Department of Agriculture and Markets to develop a County Agriculture and Farmland Protection Plan according to Article 25-AAA of the Agriculture and Markets Law; and

**WHEREAS**, the Sullivan County Division of Planning and Environmental Management has prepared an update to the County Agricultural and Farmland Protection Plan; and

**WHEREAS**, the Sullivan County Division of Planning and Environmental Management and the Sullivan County Agricultural & Farmland Protection Board conducted a Public Meeting on November 3, 2014 to obtain comments from the Public on the Draft County Agriculture and Farmland Protection Plan; and

**WHEREAS**, the Public Meeting was advertised in official newsletters, public meetings, mailings, emails and flyers; and

**WHEREAS**, the Division of Planning and Environmental Management also conducted surveys, interviews and hosted four focus groups in order to gather input for the County Agriculture and Farmland Protection plan from the public, municipalities and the agricultural community; and

**WHEREAS**, prior to authorizing the adoption of the County Agriculture and Farmland Protection Plan New York State guidelines require that a public hearing be held concerning this plan;

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby authorize holding a public hearing on Thursday, December 18, 2014 at 1:50 pm in the Legislative Hearing Room of the Sullivan County Government Center, 100 North Street, Monticello, New York regarding the adoption of the updated County Agriculture and Farmland Protection Plan; and

**BE IT FURTHER RESOLVED**, that the Clerk to the Legislature is hereby authorized and directed to publish a notice of such public hearing in the official newspapers of the County and to provide such notice in writing directly to the Commissioner of Agriculture and Markets.

**Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, put to a vote, unanimously carried and declared duly adopted on motion \_\_\_\_\_, 2014.**

**COUNTY OF SULLIVAN  
NOTICE OF PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Sullivan County Legislature on Thursday, December 18, 2014 at 1:50 pm in the Legislative Hearing Room of the Sullivan County Government Center, Monticello, New York to accept comments from the public on the update to the County Agriculture and Farmland Protection Plan.

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

**To:** Sullivan County Legislature

**Fr:** Freda Eisenberg, Commissioner, Planning and Environmental Management

**Re:** Request for Consideration of a Resolution: Funding to Assist the DHC Purchase and Carry a Parcel of Property to Enhance the Long Eddy Access

**Date:** November

**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 funding will support County initiated projects and move forward plans generated by Planning for revitalizing river accesses and communities.

**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:** \$ 5,000.00

**Are funds already budgeted? Yes  No**

**If "Yes" specify appropriation code(s):** 47-4763

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

**Estimated Cost Breakdown by Source:**

County	\$ <u>5,000.00</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 [ \_\_\_\_\_ ] of  
[ \_\_\_\_\_ ]

Nature of Other Party to Contract: .

Other:

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

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

If "Yes" provide the following information:

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

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

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

Future Renewal Options if any:

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

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

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

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

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

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

Efforts made to find Less Costly alternative:

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

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

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

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

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

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



**Pre-Legislative Approvals:**

- A. Director of Purchasing: *Tracy Jones* Date *11/12/14*
- B. Management and Budget: *Ganet Myg* Date *11/12/14*
- C. Law Department: *S. Berger* Date *11/12/14*
- D. County Manager: *John P. ...* Date *11/12/14*
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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

**RESOLUTION NO.       INTRODUCED BY THE PLANNING ENVIRONMENTAL  
MANAGEMENT AND REAL PROPERTY COMMITTEE TO AUTHORIZE FUNDING TO  
ASSIST THE DELAWARE HIGHLANDS CONSERVANCY TO PURCHASE A PARCEL OF  
PROPERTY (SBL 26.-3-41) TO ENHANCE THE LONG EDDY ACCESS TO THE UPPER  
DELAWARE RIVER**

**WHEREAS**, the New York State Department of State (NYS DOS) administers funding to advance preparation, refinement or implementation of Local Waterfront Revitalization Programs, made available to local governments under Title 11 of the New York State Environmental Protection Fund Local Waterfront Revitalization Program (LWRP); and

**WHEREAS**, the LWRP encourages municipalities to plan for the future of their waterfronts and undertake improvement projects to implement their plans; and

**WHEREAS**, the Sullivan County Division of Planning and Environmental Management (SCDPEM) was awarded a grant in 2012 from the NYS Local Waterfront Revitalization Program to plan for improvements to river access areas along the Upper Delaware River; and

**WHEREAS**, in 2013 SCDPEM contracted with consultants, Environmental Planning and Design (EP&D), to prepare the river access plan using a process that fully engaged residents and community officials of the riverfront communities involved; and

**WHEREAS**, EP&D completed a draft river access improvement plan in June of 2014 recommended improvements to the access area in Long Eddy that proposed the development of a boat ramp and parking area on a 0.63-acre riverfront parcel of privately owned land (SBL 26.-3-41), which was known to be for sale; and

**WHEREAS**, the Delaware Highlands Conservancy (DHC) has signed a contract to purchase the Long Eddy access parcel for the purpose of conveying it to the New York State Department of Environmental Conservation (NYS DEC), which has agreed to develop and maintain the proposed improvements to public river access; and

**WHEREAS**, the Delaware Highlands Conservancy is fully funding the purchase of the river access parcel but is seeking financial assistance from Sullivan County and other sources to cover costs associated with carrying the parcel until the transfer to NYS DEC is completed; and

**WHEREAS**, the proposed river access improvements are components of a County initiated project to enhance and facilitate public enjoyment of the Upper Delaware River; implement the County's Local Waterfront Revitalization Plan; and support the County's tourism-based economy; and

**WHEREAS**, SCDPEM has funding available in its 2014 New Initiatives budget line which may be used for plan implantation.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County legislature authorizes the County manager to execute a Memorandum of Understanding with the Delaware Highlands Conservancy to collaborate on the implementation of the County's Local Waterfront Revitalization Plan, said MOU to be in a form approved by the County Attorney's Office, and

**BE IT FURTHER RESOLVED**, that the County will provide funding in the amount of \$5,000 to the DHC to support those efforts.



DELAWARE  
HIGHLANDS  
CONSERVANCY  
CELEBRATE 20 YEARS

PENNSYLVANIA  
570.226.3164  
P.O. Box 218  
Hawley, PA  
18428

NEW YORK  
845.583.1010  
P.O. Box 219  
Narrowsburg, NY  
12764

## Memorandum of Understanding (MOU)

between the  
**Delaware Highlands Conservancy**  
and  
**Sullivan County New York**

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Delaware Highlands Conservancy (Conservancy) and Sullivan County, New York to receive funding in the amount of \$5,000 to be used towards the purchase and transaction costs associated with the acquisition of property in the Town of Long Eddy, New York to be used for improvements to public access to the Upper Delaware River.

### **Background:**

The New York State Department of Environmental Conservation (NYSDEC) has requested the Conservancy to purchase 0.63 acres of property with a boat launch on the Delaware River (SBL 26.-3-41) and sell it to them when funding is approved from the G56 process – Open Space Acquisition Form. Sullivan County's Division of Planning and Environmental Management has been working on a Local Waterfront Revitalization Program (LWRP) plan that has focused on improvements to six fishing access points along the Delaware River. Long Eddy is identified in the plan as one of the six priority sites, and the plan notes acquisition of the subject property is needed in order to provide a public boat launch with safe, adequate parking.

### **Purpose:**

This transaction takes an important step toward implementing the County's LWRP and river access plan. It promotes outdoor recreation, and fosters commitment to the Delaware River. Additionally, this transaction serves as a catalyst for positive economic impacts within the hamlet of Long Eddy, the Town of Fremont, and the overall river corridor. Successful acquisition of this property will bring together the outdoor recreational community, Sullivan County government, the Upper Delaware municipalities involved in the river access, and the NYSDEC. Each of these individual groups have a common interest in securing the property for the boat launch but are limited in their resources to complete the transaction. Working together, these groups can combine their resources to ensure that the transaction is successful, and the property will provide improved public access to the Upper Delaware River.

### **Transaction Costs:**

The property was listed on the market for \$69K. The Conservancy had an appraisal completed for the property to determine the value of the land with the house. The fair market value was determined to be \$55K. The Conservancy put in an offer for \$60K as

Conserving our natural heritage and quality of life in partnership with landowners and the communities of the Upper Delaware region.

## Upper Delaware River Access Plan Implementation

a result of a competing offer for the asking price. The seller, feeling that a sale to the Conservancy carries the highest benefit to the parcel, the Town of Long Eddy, and the Upper Delaware River valley, has accepted the Conservancy's offer of \$60K.

The Conservancy has sought an interim loan for \$55K from a partner organization that will be used as capital towards purchasing the property. Additional carrying costs including property insurance, municipal taxes, legal advisement, real estate recording fees, and due diligence fees are estimated at \$10,000 resulting in an unfunded gap in the amount of \$15,000.

**Funding:**

The Conservancy is requesting \$5,000 in the form of a grant from the Sullivan County Division of Planning and Environmental Management, which will be used towards property acquisition and transaction costs. In addition, the Conservancy is initiating outreach to partners and stakeholders, and a fundraising campaign to gain additional source funding. The Sullivan County funding will leverage 15 times the \$5,000 commitment to achieve a County goal of improved river access.

**Duration:**

This MOU is at-will and may be modified by mutual consent of authorized officials from Delaware Highlands Conservancy and Sullivan County. This MOU shall become effective upon signature by the authorized officials from the Delaware Highlands Conservancy and Sullivan County and will remain in effect until modified or terminated by any one of the partners by mutual consent.

By signing this MOU, the Delaware Highlands Conservancy and Sullivan County agree to the overall scope of work associated with the property acquisition and the use of funds awarded by the Sullivan County Division of Planning and Environmental Management grant. For any reason should the Conservancy be unable to complete the transaction to acquire the property, Sullivan County will be released from its obligation to provide the funding contribution.

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 Delaware Highlands Conservancy

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 Sullivan County

---

 Title

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 Title

---

 Date

---

 Date

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

**To:** Sullivan County Legislature

**Fr:** Freda Eisenberg, Commissioner of Planning

**Re:** Request for Consideration of a Resolution: Award RBEG Dairy grant

**Date:** November 17, 2014

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

Contract with Catskill Mountain Dairies, LLC to award RBEG DAiry grant money through a lease agreement.

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

No

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

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

**Amount to be authorized by Resolution:** \$ 186,500.00

**Are funds already budgeted? Yes  No**

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

**If "No", specify proposed source of funds:** USDA 2011 Rural Business Enterprise Grant

**Estimated Cost Breakdown by Source:**

County	\$ <u>0.00</u>	Grant(s)	\$ _____
State	\$ _____	Other	\$ _____
Federal Government	\$ <u>186,500.00</u>	(Specify)	_____

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

*Janet Myz*

**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 [Catskill Mountain Dairies, LL] of [Monticello, NY]

Nature of Other Party to Contract: Professional Other:

Duration of Contract: From \_\_\_\_\_ To 09/30/2015

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.]:

Required as part of grant agreement with USDA. Lease agreement to purchahse equipment for dairy processing operation

Total Contract Cost for [year or contract period]: (If specific sum is not known state maximum potential cost): Not to exceed \$75,000 for contract period (through 3/31/15)

Efforts made to find Less Costly alternative:

\_\_\_\_\_

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

USDA Rural Development grant covers full cost of services.

\_\_\_\_\_

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

RFP issued by DGS on behalf of DPEM; responses reviewed by DPEM

Person(s) responsible for monitoring contract (Title): *Purch - Not Applicable Rf* Planning Commissioner

**Pre-Legislative Approvals:**

- A. Director of Purchasing: Garty Jones Date 11/12/14
- B. Management and Budget: Janet Myer Date 11/12/14
- C. Law Department: S. Yeager Date 11/12/14
- D. County Manager: John Head Date 11/12/14
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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

**RESOLUTION NO. INTRODUCED BY THE PLANNING AND ENVIRONMENTAL MANAGEMENT COMMITTEE TO AUTHORIZE THE AWARD AND EXECUTION OF AN AGREEMENT TO DEVELOP A DAIRY PROCESSING FACILITY AND RESCIND RESOLUTION NO. 36-13**

**WHEREAS**, pursuant to Resolution No. 163 of 2011, the Sullivan County Legislature authorized the Division of Planning and Environmental Management to prepare an application for funding under the United States Department of Agriculture-Rural Development (USDA-RD) Rural Business Enterprise Grant (RBEG) program for development of dairy processing facilities; and

**WHEREAS**, the County was awarded the RBEG grant in the amount of \$186,500.00, with an in-kind match of \$15,000.00 from the Division of Planning and Environmental Management for a total project cost of \$201,500.00; and

**WHEREAS**, Resolution No. 36-13 authorized the County Manager to execute the necessary documents with Sullivan County Dairy Products, LLC; and

**WHEREAS**, Sullivan County Dairy Products, LLC did not meet the necessary grant requirements and the RFP was re-issued; and

**WHEREAS**, the evaluation team selected a new applicant, Catskill Mountain Dairies, LLC, and recommends that the County enter into an agreement with them to utilize the RBEG funds; and

**WHEREAS**, under this agreement, the County will use the RBEG funds to purchase dairy processing equipment, including but not limited to production and packaging equipment, to be leased to Catskill Mountain Dairies, LLC for the development of a dairy processing facility.

**NOW, THEREFORE, BE IT RESOLVED**, that Resolution No. 36-13 is rescinded; and

**THEREFORE BE IT FURTHER RESOLVED**, the Sullivan County Legislature authorizes the County Manager to execute the necessary lease agreements, contracts and documentation with Catskill Mountain Dairies, LLC in an amount not to exceed \$186,500.00 in such form as the County Attorney shall approve.



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

**To:** Sullivan County Legislature

**Fr:** Freda Eisenberg, Commissioner

**Re:** Request for Consideration of a Resolution: Accept Funds from Sullivan Renaissance

**Date:** 10/21/14

**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.]

acceptance of funds from Sullivan Renaissance to pay costs associated with New York Main Street Program Technical Assistance grant to comply with grant application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

N

\_\_\_\_\_

\_\_\_\_\_

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

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

Amount to be authorized by Resolution: \$ 0.00

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

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

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

**Estimated Cost Breakdown by Source:**

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

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



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

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

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

Nature of Other Party to Contract: .

Other:

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

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

If "Yes" provide the following information:

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

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

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

Future Renewal Options if any:

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

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

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

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

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

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

Efforts made to find Less Costly alternative:

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

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

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

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

n/a  \_\_\_\_\_

Person(s) responsible for monitoring contract (Title): Freda Eisenberg, Commissioner

**Pre-Legislative Approvals:**

- A. Director of Purchasing: Nashy Jones Date 11/12/14
- B. Management and Budget: Janet Myg Date 11/12/14
- C. Law Department: S. Gasque Date 11/12/14
- D. County Manager: Jul Reed Date 11/12/14
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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

**RESOLUTION NO. INTRODUCED BY THE PLANNING & ENVIRONMENTAL MANAGEMENT AND REAL PROPERTY COMMITTEE TO ACCEPT FUNDING FROM SULLIVAN RENAISSANCE TO ASSIST WITH THE ADMINISTRATION OF THE NEW YORK MAIN STREET TECHNICAL ASSISTANCE GRANT AWARD THROUGH THE CFA 2013**

**WHEREAS**, pursuant to Resolution No. 278-13, the Sullivan County Legislature authorized the Division of Planning & Environmental Management to apply for and accept a grant from the New York Main Street Technical Assistance (NYMSTA) Program through Round III of the Consolidated Funding Application (CFA) in 2013, and

**WHEREAS**, the County was awarded \$20,000 from the NYMSTA program, with Sullivan Renaissance committing \$5,000 towards the project and \$1,000 would come from project applicants, and \$9,225 would be provided as in-kind contribution from the County, for a total project cost of \$35,225 for the NYMSTA project; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby accept the \$5,000 from Sullivan Renaissance to administer the NYMSTA program in such form as the County Attorney shall approve.

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

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

To: Sullivan County Legislature

Fr: Freda Eisenberg, Commissioner

Re: Request for Consideration of a Resolution: Advancement of Funds

Date: 10/21/14

**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.]

advancement of funds to pay costs associated with New York Main Street Program  
Technical Assistance grant to comply with grant application.

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

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

N

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

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

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

Are funds already budgeted? Yes  No

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

If "No", specify proposed source of funds: general fund and reimbursed in CD fund

**Estimated Cost Breakdown by Source:**

County	\$ _____	Grant(s)	\$ <u>20,000.00</u>
State	\$ _____	Other	\$ _____
Federal Government	\$ _____	(Specify)	_____

**Verified by Budget Office:** 

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

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

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

Nature of Other Party to Contract: .

Other:

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

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

If "Yes" provide the following information:

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

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

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

Future Renewal Options if any:

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

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

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

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

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

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


Efforts made to find Less Costly alternative:

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

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

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

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

n/a  \_\_\_\_\_

Person(s) responsible for monitoring contract (Title): Freda Eisenberg, Commissioner

**Pre-Legislative Approvals:**

- A. Director of Purchasing: *[Signature]* Date 11/12/14
- B. Management and Budget: *[Signature]* Date 11/12/14
- C. Law Department: *[Signature]* Date 11/12/14
- D. County Manager: *[Signature]* Date 11/12/14
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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

**RESOLUTION NO. INTRODUCED BY THE PLANNING ENVIRONMENTAL  
MANAGEMENT & REAL PROPERTY COMMITTEE AUTHORIZING AN ADVANCE FROM  
THE GENERAL FUND TO ADMINISTER A NEW YORK MAIN STREET GRANT**

**WHEREAS**, pursuant to Resolution No. 278-13, the Sullivan County Legislature authorized the Division of Planning & Environmental Management to apply for and accept a grant from the New York Main Street Technical Assistance (NYMSTA) Program through Round III of the Consolidated Funding Application (CFA) in 2013, and

**WHEREAS**, the County was awarded \$20,000 from the NYMSTA program, with Sullivan Renaissance committing \$5,000 towards the project, \$1,000 coming from project applicants, and \$9,225 would be provided as in-kind contribution from the County, for a total project cost of \$35,225 for the NYMSTA project; and

**WHEREAS**, a letter was submitted by the County Manager to the funding source committing to the availability of funds and the ability to front the costs with the understanding the State will reimburse the County upon receipt of a disbursement request, dated August 9, 2013.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature does hereby authorize the advancement of \$20,000 from the General Fund to pay costs incurred for the administration of the NYMSTA program, and

**BE IT FURTHER RESOLVED**, the Department of Planning shall process the necessary paperwork to acquire the reimbursement from New York State.

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



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

**To:** Sullivan County Legislature

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

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

**Date:** November 6, 2014

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

This is a Resolution to approve a correction of the 2014 tax rolls for town and county purposes pursuant to section 556 of the Real Property Tax Law that was caused by an incorrect entry of 16 sewer units which should have been 1 sewer unit.

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

This Resolution is mandated by Section 556 of the Real Property Tax Law

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

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

**Amount to be authorized by Resolution:** \$ 208.46

**Are funds already budgeted? Yes  No**

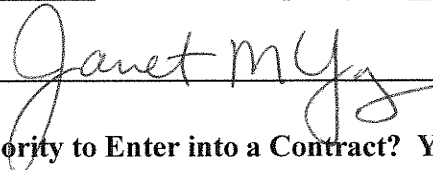
**If "Yes" specify appropriation code(s):** \_\_\_\_\_

**If "No", specify proposed source of funds:** funds to come from town sewer district

**Estimated Cost Breakdown by Source:**

County	\$ <u>0.00</u>	Grant(s)	\$ _____
State	\$ _____	Other	\$ <u>208.46</u>
Federal Government	\$ _____	(Specify)	<u>Town of Fallsburg</u>

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



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

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

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

Nature of Other Party to Contract: .

Other:

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

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

If "Yes" provide the following information:

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

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

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

Future Renewal Options if any:

\_\_\_\_\_

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

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

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

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

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

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

Efforts made to find Less Costly alternative:

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

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

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

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

\_\_\_\_\_

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

**Pre-Legislative Approvals:**

A. Director of Purchasing: \_\_\_\_\_ Date \_\_\_\_\_

B. Management and Budget: Janet Myers Date 11/12/14

C. Law Department: S. Yassur Date 11/12/14

D. County Manager: \_\_\_\_\_ Date \_\_\_\_\_

E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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

**RESOLUTION INTRODUCED BY PLANNING, ENVIRONMENTAL  
MANAGEMENT AND REAL PROPERTY COMMITTEE TO  
CORRECT THE 2014 TAX ROLL OF THE TOWN OF FALLSBURG  
FOR TAX MAP #19.-12-3**

**WHEREAS**, an application dated October 2014 having been filed by Burt Attent with respect to property assessed to said applicant on the 2014 tax roll of the Town of Fallsburg Tax Map #19.-12-3 pursuant to Section 556 of the Real Property Tax Law, to correct a clerical error on said tax roll resulting from an incorrect entry of 16 sewer units when in fact it should be one sewer unit; and

**WHEREAS**, the Acting Director of Real Property Tax Services has duly investigated the application and filed his report dated November 6, 2014 recommending this Board approve said application; and

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

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

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

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

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

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

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

and adopted on motion \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

MONTH OF OCTOBER 2014			DEEDS		SUBDIVISION LOTS			
SUBDIVISION LOTS	DEEDS	TOWN	MONTH	2013	2014	2013	2014	
	24	BETHEL	JANUARY	259	228	0	8	
2	6	CALLICOON	FEBRUARY	231	200	3	8	
	9	COCHECTON	MARCH	171	205	6	14	
2	7	DELAWARE	APRIL	164	195	6	18	
3	22	FALLSBURG	MAY	301	194	20	4	
	13	FORESTBURGH	JUNE	216	394	10	12	
	8	FREMONT	JULY	439	377	410	30	
	7	HIGHLAND	AUGUST	273	403	37	4	
	37	LIBERTY	SEPTEMBER	206	256	19	2	
	11	LUMBERLAND	OCTOBER	243	278	21	9	
	40	MAMAKATING	NOVEMBER					
2	11	NEVERSINK	DECEMBER					
	23	ROCKLAND	TOTAL	2503	2730	532	109	
	52	THOMPSON						
	8	TUSTEN						
9	278							
			<b>2730 NEW DEEDS RECEIVED IN 2014</b>					
			<b>109 NEW SUBDIVISION LOTS FILED IN 2014</b>					

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

3 units of the Subdivision lots total for October were Condominiums

# S.C.R.P.T.S. E-911 ADDRESS REPORT

MONTH OF OCTOBER 2014			NEW E-SITES ADDED		ADDRESS VERIFICATION & OTHER ISSUES		
NEW E-SITES ADDED	ADDRESS VERIFICATIONS ETC	TOWN	MONTH	2013	2014	2013	2014
3		BETHEL	JANUARY	17	2	16	14
	2	CALLICOON	FEBRUARY	88	6	10	6
	2	COCHECTON	MARCH	98	8	24	20
1	2	DELAWARE	APRIL	24	13	20	8
	28	FALLSBURG	MAY	484	186	13	8
		FORESTBURGH	JUNE	27	82	17	11
	1	FREMONT	JULY	71	36	29	28
		HIGHLAND	AUGUST	17	83	19	10
2	4	LIBERTY	SEPTEMBER	11	50	14	47
2		LUMBERLAND	OCTOBER	24	12	22	46
2	2	MAMAKATING	NOVEMBER				
1	1	NEVERSINK	DECEMBER				
	1	ROCKLAND					
1	3	THOMPSON					
		TUSTEN					
		OUTSIDE CO.	TOTAL	861	478	184	198
12	46	478 New E-Sites added in 2014					
			198 Address verification, address changes, and other issues, 2014				

This report reflects the number of new E-Sites created in October 2014 as well as the # of address verifications, etc. Other issues include road name issues, address changes and corrections, etc.