



Sullivan County Agriculture and Sustainability Policy Committee

December 08, 2016 AGENDA
12:30 PM

Committee Members:

Catherine Owens, Chair, Nadia Rasjz, Vice-Chair, Mark McCarthy, Terri Ward, Scott Samuelson

Call to Order

Attendance

Comments: Committee Chair

Presentation: None

Reports:

1. Agricultural Report- Melinda Meddaugh
2. Office of Sustainable Energy (OSE) Monthly Report- Carol Roig & Stephen Stuart

Discussion: None

Resolutions:

1. **To Authorize the Sullivan County Manager to Enter into a Municipal Agreement with the Energy Improvement Corporation to Implement the Energize New York Benefit Finance Program Pursuant to Local Law No. 3-2016, together with a Membership Letter Requesting Modifications to the Program for the County Of Sullivan.**

Public Comment

Adjourn

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

To: Sullivan County Legislature

Fr: Joshua Potosek, County Manager

Re: Request for Consideration of a Resolution: Authorize Municipal Agreement and Letter

Date: 9/8/16

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

TO AUTHORIZE THE SULLIVAN COUNTY MANAGER TO ENTER INTO A MUNICIPAL AGREEMENT WITH THE ENERGY IMPROVEMENT CORPORATION TO IMPLEMENT THE ENERGIZE NEW YORK BENEFIT FINANCE PROGRAM PURSUANT TO LOCAL LAW NO. 3-2016, TOGETHER WITH A MEMBERSHIP LETTER REQUESTING MODIFICATIONS TO THE PROGRAM FOR THE COUNTY

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:  _____

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 [Energy Improvement Corp] 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): OSE

Pre-Legislative Approvals:

- A. ^{Assistant} Director of Purchasing: Angela Lewis Date 12/5/16
- B. Management and Budget: Janetmy Date 12/5/16
- C. Law Department: Thomas J. Cowley Date 12/5/16
- D. County Manager: [Signature] Date 12/6/16
- E. Other as Required: _____ Date _____

Vetted in AG & Sustainability Committee on 12/08/2016

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

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

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

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

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

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

Moved _____

ENERGY IMPROVEMENT CORPORATION
MUNICIPAL AGREEMENT

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

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

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

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

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

1. Duties of EIC

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

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

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

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

2. Duties of the Municipality

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

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

3. Program Modification

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

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

4. Non-Payment

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

5. Terms of Membership

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

6. Reserve Funds and Permanent Loss

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

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

7. Remedies Upon Default

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

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

8. Formation; Authority

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

9. No Violation or Litigation

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

10. Notices

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

EIC:

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

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

Attention: Mark Thielking
Kathryn Hoenig

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

With a copy to:

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

MUNICIPALITY: County of Sullivan

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

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

With a copy to:

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

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

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

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

11. Governing Law.

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

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

Date: _____, 20__

Energy Improvement Corporation

By: _____

PRINT NAME:

Date: _____, 20__

County of Sullivan

By: _____

Josh Potosek
County Manager

COUNTY MANAGER LETTERHEAD

[EIC Membership Letter and Request for Modification]

[Date]

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

Re: Municipal Agreement with the County of Sullivan

Dear Mark,

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Joshua Potosek
County Manager

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

SC Office of Sustainable Energy (OSE) Activities Report for December 2016

Reporting on November 2016

I. GRANT READINESS/CLIMATE SMART COMMUNITIES/CLEAN ENERGY COMMUNITIES

The OSE team continues to work on documentation of Climate Smart Communities qualifying actions for certification, and identify additional actions the County can take to qualify for the highest possible level of certification. These include:

- Research and development of data for a fuel-efficient vehicles policy for County operations.
- Development of informational outreach materials for public engagement.

II. ADDRESSING ZONING AND PERMITTING FOR SOLAR ENERGY SYSTEMS IN SULLIVAN COUNTY

SASD has provided information and offered support to the Town of Tusten as they prepare their solar zoning law, and we have been requested to provide assistance to the Town of Liberty. The Town of Bethel is near completion of their solar zoning law.

To support this work and provide much needed information, we are preparing an FAQ-style document to help County residents learn about solar energy technology and surrounding issues. The FAQ addresses:

- How solar works
- Roof-top and ground mounted solar energy systems
- Various business models including Community Shared Generation and community owned solar
- Common concerns such as EMG, glare etc.
- How towns can adopt the Unified Solar Permitting process for residential and small business on-site solar projects.
- Zoning issues and guidance for large scale commercial solar installations.

III. CLIMATE SMART COMMUNITIES

The towns of Highland and Bethel have met with Niklas Moran of the Hudson Valley Regional Council to explore ways to qualify for funding under the Clean Energy Communities program and the possibility of joint projects.

IV. ENTERRISE GREEN COMMUNITIES DESIGN STANDARD

In connection with the SC Land Bank project, the Division of Planning asked OSE to do some research and provide a recommendation concerning the Enterprise Green Communities Criteria, a design standard for construction and operation of affordable housing. The standard incorporates measures and design choices that promote and enhance the health of residents and reduce operational costs by focusing on environmentally-responsible materials and systems, energy efficiency, and opportunities to incorporate healthy exercise, access to nutritious and healthy foods, transportation and health care services available in the surrounding community.

Background: Enterprise Green Communities was founded in 1982 by real estate developer Jim Rouse and his wife Patty. The organization partners with affordable housing and community development groups all over the country. Over more than 30 years, Enterprise has invested \$23.4 billion in the creation of nearly 359,000 homes for low to moderate-income Americans. They recently worked with the American Heart Association to update the Design Standards to address heart and cardiovascular health for low income families and communities.

The Enterprise Green Communities Criteria draw heavily upon the Whole Building Design Guide, an integrated approach developed by the National Institute of Building Sciences. Key aspects of the Whole Building Design Guide are:

- Accessibility
- Aesthetics
- Cost-Effectiveness (based upon life-cycle cost analysis)
- Functionality and System Performance
- Historic Preservation
- Productivity
- Security and Safety
- Sustainability

Over the past ten years, affordable housing built to the Enterprise Green Communities specifications have been found to cost less to operate and maintain, use fewer natural resources, generate less waste and contain fewer toxic materials, all of which leads to a healthier environment for residents and employees.

The Enterprise Green Criteria include modules appropriate for new construction, substantial rehab and moderate rehab, for both multifamily and single-family housing projects. A Substantial Rehab is defined as a project where the work area exceeds 50% of the aggregate area of the building. Moderate Rehab is defined as a project where the work area does not exceed 50% of the aggregate area of the building, but still able to achieve the energy performance requirements included in the Criteria.

The Enterprise Green Communities Criteria aligns very well with the County's commitment to sustainable development and health in all decisions. We will be happy to share the Criteria document, and anyone interested in learning more about how healthy buildings promote public health can visit the following web sites:

<http://www.enterprisecommunity.org/solutions-and-innovation/green-communities/criteria>

<http://www.wbdg.org/resources/whole-building-design>

V. Other Community Education and Outreach

Solarize Sullivan update

- 26 signed contracts
- 31% of the leads came from the SC Letter
- Contract Deadline extended to December 15th.

Consultations

SASD provided consultations to WJFF Radio, including a walkthrough and written report regarding potential energy efficiency and renewable energy opportunities for a newly-donated property in Sullivan County.

SASD provided consultation to Ken and Barbara Schmitt, who have formed Diversified Corporate Services, a consulting service that focuses on communications technology, commercial energy and solar projects for businesses. Stephen has had a series of conversations with them to help them understand Community Distributed Generation and other new PSC policies regarding renewable energy in conjunction with REV, as they expand their range of services to business clients.

Carol Roig and Stephen Stuart
12-1-2016

UPCOMING EDUCATIONAL PROGRAMS:

November 13th - 15th : Artisanal Cheese Making

Participants will learn about milk properties of sheep, cow, and goat, seasonal considerations of milk production, starter and ripening cultures, brining and aging and equipment and facilities for small-scale production.

Agri-Business Retention & Expansion Program:

- **Farm Visits (to date)** 55 Farm Visits. We are visiting additional farms throughout the month of November and December
- **Farms Assistance:** Assisted 40 farm through phone, email and field visits. Assistance includes business planning, grants, value added, information in regards to their specific needs.
- **Egg Shell & Manure Management:** We submitted a grant to NY Farm Viability Institute to conduct a research project and provide farmers with best management practices, soil tests and nutrient management plans.
- **Right to Farm Sign Program:** We are currently working with municipalities with Right to Farm Laws to install signs that say "This is a Right to Farm Community". The signs will be created by a local designer.

FARM TO INSTITUTION PROJECT

19 farmers, 6 institutions and 3 distributors were surveyed and/or conducted a site visits. The plan identifies gaps and strengths in creating a Farm to Institution Program, with specific focus on schools We submitted a grant to the USDA for funding to implement the program. Sample strategies include a Farmers Market Salad Bar, Educational materials on farms and nutrition for students, taste testing and meet the farmer event. However, even without the grant, CCE and our partners are starting to move forward with some of the strategies, such as offering food safety and wholesale market readiness workshops.

DAIRY PROCESSING PROJECT

A majority of the dairy processing equipment has been selected for Bethel Creamery to make cheese and yogurt. The next step is for the County to purchase this equipment. However, this is a reimbursement grant so the County will have to advance up to \$186,500. The USDA will reimburse the County once the equipment is manufactured and delivered. Included for the Ag and Sustainability Committee is a resolution regarding this.

AGRICULTURE AND FARMLAND PROTECTION BOARD

The Board currently has two positions open, due to term expirations, one for an active farmer and one for a land preservation representative. Interested applicants must submit their letter of interest by December 12th. The Board is also seeking interested farms that would like to protect their farm through the NYS Farmland Preservation program. Interested farms must submit a form by December 9th. The Board will then review and rank all applications and use this ranking the next time the NYS Farmland Preservation Grant program is announced.

Artisan Cheese-Making Training



December 13-15
9:00 am - 4:00 pm
\$250 per person
Catskills Kitchen
Extension Education
Center, Liberty

Hands-on techniques for "sharp" cheese-making!