



# Sullivan County Executive Committee

100 North Street  
Monticello, NY 12701

## Meeting Agenda - Final - Revised

Chairman Robert Doherty  
Vice Chairman Michael Brooks  
Committee Member Nadia Rajs  
Committee Member Nicholas Salomone Jr.  
Committee Member George Conklin  
Committee Member Luis Alvarez  
Committee Member Joseph Perrello  
Committee Member Ira Steingart  
Committee Member Alan J. Sorensen

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**Thursday, April 21, 2022**

**9:00 AM**

**Government Center**

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**Call To Order**

**Roll Call**

**Comments:**

**Discussion:**

**Resolutions:**

1. To Reappoint Worden to the RSVP Advisory Committee [ID-4481](#)
2. Authorize County Manager to Sign 2022-23 Annual Plan Update to the 2020-2024 Four Year Plan. [ID-4482](#)  
**Attachments:** [22-PI-06 Review and Approval STANDARD DATES](#)
3. To Amend Resolution No. 386-13 to increase the compensation for Court Appointed Language Interpreter Services. [ID-4484](#)
4. Authorize preparation of a grant application under NYS DHSES for the SICTG Program [ID-4501](#)
5. To Appoint a New Member to Public Health's HSAB [ID-4509](#)
6. Authorize a five -year agreement with Acture Solutions, Inc. [ID-4515](#)
7. Authorize County Manager to enter into a 1 year Agreement with Syn-Tech Systems, Inc. [ID-4516](#)

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- |  |                                |
|--|--------------------------------|
| 8. Authorize a Shared Services Agreement with the Sullivan County Land Bank Corporation  | <a href="#"><u>ID-4517</u></a> |
| 9. Correct the 2022 Tax Roll LI 17.-1-9.1  | <a href="#"><u>ID-4518</u></a> |
| 10. To enter into a Memorandum of Agreement with Sullivan County Community College to administer the Sullivan Promise Tuition-Free Scholarship Program.  | <a href="#"><u>ID-4520</u></a> |
| 11. Authorize agreement with University of Utica   | <a href="#"><u>ID-4522</u></a> |
| 12. Create one additional Corporal position in the Sheriff's Office  | <a href="#"><u>ID-4524</u></a> |
| 13. To Fill a Vacancy on the Sullivan County Industrial Development Agency   | <a href="#"><u>ID-4525</u></a> |
| 14. Ratifying a Memorandum of Agreement between the County of Sullivan and the Laborers' International Union of North America, Local No. 17 and authorizing the County Manager to execute said agreements. | <a href="#"><u>ID-4528</u></a> |

**Attachments:** [LIU 2022.pdf](#)

**Adjourn**



# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

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**File #:** ID-4481

**Agenda Date:** 4/21/2022

**Agenda #:** 1.

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**Narrative of Resolution:**

To Reappoint Worden to the RSVP Advisory Committee

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** Click or tap here to enter text.

**Are funds already budgeted?** Choose an item.

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO REAPPOINT ONE MEMBER TO THE  
RSVP ADVISORY COMMITTEE**

**WHEREAS**, it is the desire to reappoint Deborah L. Worden to the RSVP Advisory Committee, and

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

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

**RSVP REAPPOINTMENT:**

**TERM:**

Deborah L. Worden  
Monticello, NY 12701

05/31/2025



# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

**File #:** ID-4482

**Agenda Date:** 4/21/2022

**Agenda #:** 2.

**Narrative of Resolution:**

Authorize County Manager to Sign 2022-23 Annual Plan Update to the 2020-2024 Four Year Plan

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** Click or tap here to enter text.

**Are funds already budgeted?** Choose an item.

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE COUNTY  
MANAGER TO SIGN 2022-23 ANNUAL UPDATE TO THE 2020-24 FOUR YEAR PLAN**

**WHEREAS**, the Sullivan County Office for the Aging, Older Americans Act, Wellness in Nutrition, New York State Community Services for the Elderly Program, Expanded In-Home Services for the Elderly Program, Congregate Services Initiative, State Transportation Program, Caregiver Resource Center, Health Insurance Information Counseling and Assistance Program, Title V, and Long Term Care Insurance Educations and Outreach program authorize the expenditure of Federal and State funds for services for older people in Sullivan County; and

**WHEREAS**, State and Federal regulations require that the County prepare an Annual Plan outlining services to be provided through the above-mentioned programs; and

**WHEREAS**, the above-mentioned regulations require the County Manager to sign the Annual Plan; and

**WHEREAS**, the Sullivan County Office for the Aging will complete the required Annual Plan.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be and is hereby authorized to sign any and all applications and agreements required to implement the Sullivan County Office for the Aging Annual Plan; and

**BE IT FURTHER RESOLVED**, that these applications and agreements be in such form as approved

by the Sullivan County Department of Law; and

**BE IT FURTHER RESOLVED**, that all commitments and agreements are contingent upon receiving the necessary State and Federal allocations.

## FOUR YEAR PLAN REVIEW AND APPROVAL

Must be signed by the area agency director (and the sponsoring agency executive if the area agency is not part of county/City of New York/Native American Organization).

I hereby submit for approval the Four Year Plan and the Annual Applications for Funding (hereafter referred to as the Plan) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

Program	Program Period	Program Applied For
Title III-B	January 1, 2022 to December 31, 2022	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-C	January 1, 2022 to December 31, 2022	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-D	January 1, 2022 to December 31, 2022	<input type="checkbox"/> Yes <input type="checkbox"/> No
Title III-E	January 1, 2022 to December 31, 2022	<input type="checkbox"/> Yes <input type="checkbox"/> No
EISEP	April 1, 2022 to March 31, 2023	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSE	April 1, 2022 to March 31, 2023	<input type="checkbox"/> Yes <input type="checkbox"/> No
CSI	April 1, 2022 to March 31, 2023	<input type="checkbox"/> Yes <input type="checkbox"/> No
WIN	April 1, 2022 to March 31, 2023	<input type="checkbox"/> Yes <input type="checkbox"/> No
Unmet Need	April 1, 2022 to March 31, 2023	<input type="checkbox"/> Yes <input type="checkbox"/> No
Transportation	April 1, 2022 to March 31, 2023	<input type="checkbox"/> Yes <input type="checkbox"/> No
CRC	April 1, 2022 to March 31, 2023	<input type="checkbox"/> Yes <input type="checkbox"/> No
HIICAP	April 1, 2022 to March 31, 2023	<input type="checkbox"/> Yes <input type="checkbox"/> No

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Plan. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the Plan. In addition, I certify that no amendments have been made nor will be made to the Standard Assurances in the Plan. Furthermore, I agree to comply with all attachments submitted as part of this Plan and indicated on the Attachment Check List.

I also certify that the information contained in the Priority Services Schedule (Attachment B) is true and correct.

I also certify that this organization is not currently suspended or debarred as defined in 2 CFR part 376.

\_\_\_\_\_  
Signature of Director of Area Agency on Aging      Print/Type Name      Date

\_\_\_\_\_  
Signature of the Chief Officer of the Governing Body of the Sponsoring Organization      Date  
(if other than county/City of New York/Native American Organization)

\_\_\_\_\_  
Print/Type Name      Print/Type Title

## LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

Must be signed ONLY if the area agency intends to apply for Community Services for the Elderly Program or Expanded In-home Services for the Elderly Program state aid pursuant to the New York State Elder Law.

I, \_\_\_\_\_ being the Chief Executive Officer/Chairman of the Governing Board of  
Print/Type Name  
this \_\_\_\_\_ (county/City of New York/Native American Organization), do hereby certify  
that:

1. The \_\_\_\_\_, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.

☐ Community Services for the Elderly Program

☐ Expanded In-home Services for the Elderly Program.

2. This Plan for the Older Americans Act and New York State Community Services for the Elderly and/or Expanded In-home Services for the Elderly Programs, pursuant to New York State Elder Law, is hereby approved for submission to the New York State Office for the Aging.

\_\_\_\_\_  
Signature (Use ink. "per" signature not acceptable)      Print/Type Title      Date



# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

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**File #:** ID-4484

**Agenda Date:** 4/21/2022

**Agenda #:** 3.

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**Narrative of Resolution:**

To amend Resolution No. 386-13 to increase the compensation for County appointed Language Interpreter Services.

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** \$2,000

**Are funds already budgeted?** No

**Specify Compliance with Procurement Procedures:** N/A

**INTRODUCED BY THE EXECUTIVE COMMITTEE TO AMEND RESOLUTION NO. 386-13  
REGARDING COMPENSATION FOR COURT APPOINTED LANGUAGE INTERPRETER  
SERVICES**

**WHEREAS**, an individual charged with a crime is guaranteed the ability to understand the nature of the proceedings against him pursuant to Article 1 Section 6 of the New York State Constitution,, and

**WHEREAS**, many people arrested within Sullivan County are not sufficiently fluent in the English language to understand the nature of the criminal proceedings against them and who cannot afford to pay for language interpreter services, and

**WHEREAS**, under such circumstances, town and village courts are required to provide language interpreter services, with the cost under these circumstances being a charge upon the county within which the court is located, pursuant to Sections 386 and 387 of the Judiciary Law; and

**WHEREAS**, pursuant to Resolution No. 386-13 the rate was amended to increase the per hour fee to no more than thirty dollars per hour, and as necessary or required by individual circumstances the County Manager shall be authorized to permit payment in excess of thirty dollars an hour or a daily rate and/or travel time for court appointed language interpreter services effective July 1, 2013; and

**WHEREAS**, there is a need due to increased costs for travel and time for such language interpreter services to increase the per hour fee to no more than forty dollars per hour; and

**NOW, THEREFORE, BE IT RESOLVED**, that Resolution No. 386-13 is hereby amended to increase the per hour fee to no more than forty dollars per hour, and as necessary or required by individual circumstances the County Manager shall continue to authorize payment in excess of forty dollars an hour or a daily rate and/or travel time for court appointed language interpreter services effective immediately and shall, in such cases set forth on the payment voucher for such sums the reason for the greater payment.





# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

**File #:** ID-4501

**Agenda Date:** 4/21/2022

**Agenda #:** 4.

**Narrative of Resolution:**

Authorize preparation of a grant application under NYS DHSES for the SICTG Program

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** Click or tap here to enter text.

**Are funds already budgeted?** Choose an item.

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE PREPARATION OF A GRANT APPLICATION UNDER THE NEW YORK STATE DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES - OFFICE OF INTEROPERABLE AND EMERGENCY COMMUNICATIONS 2022 STATEWIDE INTEROPERABLE COMMUNICATIONS TARGETED GRANT (SICTG) PROGRAM.**

**WHEREAS,** the New York State Division of Homeland Security and Emergency Services provides funds to support efforts of emergency communications improvements; and

**WHEREAS,** the Sullivan County Division of Public Safety - Sullivan County 911 seeks to improve public safety communications, and to support and enhance statewide interoperable communications for first responders; and

**WHEREAS,** the Sullivan County Division of Public Safety wishes to file an application for the SICTG program to seek funding to fill voids in communications and to support the development of a regional interoperability communications system; and

**WHEREAS,** Sullivan County is not required to provide any local cash or in-kind match in support of the SICTG program.

**NOW, THEREFORE, BE IT RESOLVED,** that the Sullivan County Division of Public Safety - Sullivan County 911 is hereby authorized to prepare and file an application for funding under the NYS DHSES-OIEC SICTG program; and

**BE IT FURTHER RESOLVED,** that the County Manager be and is hereby authorized to sign said SICTG program application on behalf of the County; and

**BE IT FURTHER RESOLVED,** that if awarded SICTG program funding, that the County Manager be and is hereby

authorized to execute any and all necessary documents to accept the SICTG program grant award and access the funding, in such form as the County Attorney shall approve; and

**BE IT FURTHER RESOLVED**, that if awarded SICG program funding, the Sullivan County Division of Public Safety - Sullivan County 911, shall administer the funds and the SICTG program; and

**BE IT FURTHER RESOLVED**, that should the funding be terminated, the County shall not be obligated to continue any action undertaken or contemplated to be undertaken by the use of this funding.



# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

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**File #:** ID-4509

**Agenda Date:** 4/21/2022

**Agenda #:** 5.

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**Narrative of Resolution:**

**To Appoint a New Member to Public Health's HSAB**

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** 0

**Are funds already budgeted?** Choose an item.

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**INTRODUCED BY EXECUTIVE COMMITTEE TO APPOINT GERALD J. SKODA TO THE HEALTH SERVICES ADVISORY BOARD OF THE DEPARTMENT OF PUBLIC HEALTH SERVICES**

**WHEREAS**, Section 357 of the Public Health Law mandates that two members of the Health Services Advisory Board (HSAB) be licensed physicians, with the remaining to be known public members selected on the basis of their interest and knowledge regarding health needs, resources and facilities of the community, and

**WHEREAS**, pursuant to Section 357 of Public Health Law, Health Services Advisory Board members shall have fixed terms of four years, which shall be deemed to run from the first day of the year in which the appointment was made, and

**WHEREAS**, pursuant to Section 357 of the Public Health Law, Health Services Advisory Board members may not serve for more than two terms consecutively; and

**WHEREAS**, the following individual has expressed interest to serve on the Health Services Advisory Board; and

**WHEREAS**, the Health Services Advisory Board members have discussed and recommend to the legislature, that the following candidate be appointed based on experience and qualifications in public health and community health, have reviewed the need for representation on the board that is reflective of the current needs of the Department of Public Health Services; and

**NOW, THEREFORE, BE IT RESOLVED**, that the individual listed below be ***appointed*** to the Health Services Advisory Board to complete the vacant term listed beside the names, per Public Health Law.

**Gerald J. Skoda    (initial appointment)    Complete Vacant Term 1/1/2020-12/31/2023**

**364 Cypert Road**

**Woodbourne, NY 12788**

# Sullivan County

## Legislative Memorandum

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**File #:** ID-4515

**Agenda Date:** 4/21/2022

**Agenda #:** 6.

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**Narrative of Resolution:**

Authorize a five -year agreement with Acture Solutions, Inc.

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** \$148,575.00

**Are funds already budgeted?** Yes

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**Amount to be authorized by Resolution:** \$148,575.00 paid in (5) annual installments of \$29,715.00 each

**Are funds already budgeted:** Yes

**Specify Compliance with Procurement Procedures:** RFQ# Q-22-17

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A 5-YEAR AGREEMENT WITH ACTURE SOLUTIONS, INC. FOR A REPLACEMENT ENTERPRISE INTERNET FILTERING, SECURITY AND REPORTING SOLUTION**

**WHEREAS**, in the course of doing its business the County continues to maintain connectivity to the Internet and authorized County employees regularly utilize Internet resources in the course of their daily work activities; and

**WHEREAS**, the County has a policy regarding appropriate usage of the Internet; and

**WHEREAS**, the County's current Internet filtering/security solution is discontinued, no longer supported or licensed; and

**WHEREAS**, the County continues to have a need to maintain Internet acceptable use, filter content for: malware, social media and rogue application threats to avoid lost user productivity, limit misuse of bandwidth, avoid legal liabilities and protect the security of the County's network infrastructure; and

**WHEREAS**, in response to RFQ #Q-22-17, and in accordance with NYS OGS Contract #PT68839; Award #23150, and Group #77201, Acture Solutions, Inc., with offices at 1462 Erie Blvd., Suite A207, Schenectady, NY 12305 submitted a responsive proposal to supply managed services for an on-prem web security gateway solution in a dual

device high availability configuration.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be and is hereby authorized to enter into and execute an agreement with Acture Solutions Inc. for a period of five (5) years (May 1, 2022 - April 30, 2027), payable annually as follows:

Year 1 - 5/1/2022 - 4/30/2023    \$29,715.00

Year 2 - 5/1/2023 - 4/30/2024    \$29,715.00

Year 3 - 5/1/2024 - 4/30/2025    \$29,715.00

Year 4 - 5/1/2025 - 4/30/2026    \$29,715.00

Year 5 - 5/1/2026 - 4/30/2027    \$29,715.00

**BE IT FURTHER RESOLVED**, that the form of said agreement be approved by the County Attorney.

# Sullivan County

## Legislative Memorandum

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**File #:** ID-4516

**Agenda Date:** 4/21/2022

**Agenda #:** 7.

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**Narrative of Resolution:**

**Authorize the County Manager to enter into a 1-year Agreement with Syn-Tech Systems, Inc.**

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** \$2,475.00

**Amount to be authorized by Resolution:**

**Specify Compliance with Procurement Procedures:** Long standing DPW solution - support agreement necessary.

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A 1-YEAR AGREEMENT WITH SYN-TECH SYSTEMS, INC. FOR A SUPPORT AGREEMENT FOR FUELMASTER**

**WHEREAS**, the Department of Public Works (DPW) has long utilized the FUELMASTER® Fuel Management System installed and supported by SYN-TEC Systems, Inc., 100 Four Points Way, Tallahassee, FL 32305; and

**WHEREAS**, after a recent upgrade, the normal one-year warranty the County received from Fuelmaster has expired and DPW requires ongoing system/solution support.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is authorized to enter into a 1-year support agreement covering May 1, 2022 thru April 30, 2023 with SYN-TEC Systems at a cost not to exceed \$2,475.00, said agreement to be in such form as the County Attorney shall approve.

# Sullivan County

## Legislative Memorandum

**File #:** ID-4517

**Agenda Date:** 4/21/2022

**Agenda #:** 8.

**Narrative of Resolution:**

Authorize a Shared Services Agreement with the Sullivan County Land Bank Corporation

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** \$300,000

**Are funds already budgeted?** Yes

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE A SHARED SERVICES AGREEMENT FOR FINANCIAL AND IN-KIND SUPPORT FOR THE SULLIVAN COUNTY LAND BANK CORPORATION**

**WHEREAS**, Resolution 286-16 authorized the formation and incorporation of the Sullivan County Land Bank Corporation (SCLBC) pursuant to §1603 of the Not-for-Profit Corporation Law and the expenditure of \$100,000 for Fiscal Years 2017 and 2018; and

**WHEREAS**, Resolution 470-16 authorized financial and in-kind support for the SCLBC for Fiscal Years 2017 & 2018; and

**WHEREAS**, Resolution 161-19 authorized financial and in-kind support for the SCLBC for Fiscal Year 2019; and

**WHEREAS**, the County has allocated \$100,000 in the Fiscal Year 2022 Budget to fund the SCLBC to further its mission and operations; and

**WHEREAS**, the County has allocated \$200,000 in the Fiscal Year 2022 Budget to fund the SCLBC for programmatic expenses related to the demolition of blighted buildings; and

**WHEREAS**, a shared services agreement outlining the roles and responsibilities between the SCLBC and the County is beneficial to both parties.

**NOW THEREFORE BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the execution of an agreement with SCLBC and the expenditure of funds in an amount not to exceed \$300,000 for Fiscal Year 2022; and

**BE IT FURTHER RESOLVED**, that the County Manager is hereby authorized to sign the agreement for Fiscal Year 2022 in a form approved by the County Attorney.



# Sullivan County

## Legislative Memorandum

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**File #:** ID-4518

**Agenda Date:** 4/21/2022

**Agenda #:** 9.

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**Narrative of Resolution:**

Correct the 2022 Tax Roll LI 17.-1-9.1

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** Click or tap here to enter text.

**Are funds already budgeted?** Choose an item.

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO CORRECT THE 2022 TAX ROLL OF THE TOWN OF LIBERTY FOR TAX MAP #17.-1-9.1**

**WHEREAS**, an application dated April 4, 2022 having been filed by Amanda Wallgren pursuant to Section 556 of the Real Property Tax Law with respect to property assessed to said applicant on the 2022 tax roll of the Town of Liberty bearing Tax Map #17.-1-9.1, to correct an error in essential fact, due an incorrect entry on the taxable portion of the assessment roll, or the tax roll, or both, of the assessed valuation of an improvement to real property which was not in existence or which was present on a different parcel; and

**WHEREAS**, the Director of Real Property Tax Services has duly investigated the application and filed his report dated April 14, 2022 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 an error in essential fact

**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.



# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

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**File #:** ID-4520

**Agenda Date:** 4/21/2022

**Agenda #:** 10.

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**Narrative of Resolution:**

To enter into a Memorandum of Agreement with Sullivan County Community College to administer the Sullivan Promise Tuition-Free Scholarship Program.

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** 300,000 (\$181,147 Remaining ARPA Funds & General Fund \$118,853)

**Are funds already budgeted?** No

**Specify Compliance with Procurement Procedures:** N/A

**WHEREAS**, Sullivan County ranks 30<sup>th</sup> in New York State for Associate's Degree attainment; and

**WHEREAS**, college degree attainment has many positive impacts on individuals and their communities, and

**WHEREAS**, individuals who complete an Associate's Degree on average earn one-third more money over their lifetime than individuals with only a High School Diploma; and

**WHEREAS**, increased educational attainment has a positive correlation to individual and public health, including lower rates of cancer, heart disease, smoking, obesity, poor dental health, substance abuse disorders, and domestic violence; and

**WHEREAS**, an educated workforce is an important factor in economic development by attracting outside businesses to invest in an area; and

**WHEREAS**, SUNY Sullivan offers more than 40 degree and certificate programs to help develop a strong workforce in Sullivan County,

**WHEREAS**, since 1965, SUNY Sullivan has awarded more than 14,500 degrees to graduates, most of whom have established meaningful careers throughout Sullivan County; and

**WHEREAS**, SUNY Sullivan was ranked number one among New York State community colleges in 2021 by Intelligent.com; and

**WHEREAS**, the college has been ranked one of the Top 10 community colleges in New York State by both BestColleges.com and EDSMart.org; and

**WHEREAS**, the cost of tuition is often a barrier that prevents students from enrolling in college; and

**WHEREAS**, more than one in ten people who have student loans, continue to owe on those loans for over ten years. This prolonged debt can often delay or prevent people from buying a home or starting a business; and

**WHEREAS**, states and counties that establish tuition free community college programs have seen substantial increases in community college enrollment and completion along with decreased student loan debt.

**NOW, THEREFORE, BE IT RESOLVED**, that in order to encourage college enrollment after high school, thereby improving personal and community and economic well-being for the residents of Sullivan County, the Sullivan County Legislature does hereby establish the Sullivan Promise Tuition-free Scholarship program; and

**BE IT FURTHER RESOLVED**, that the Sullivan County Legislature hereby authorizes the County Manager to enter into a Memorandum of Agreement with Sullivan County Community College at an amount not to exceed \$300,000 annually; and

**BE IT FURTHER RESOLVED**, that this program shall take effect for eligible students enrolling at SUNY

Sullivan for the 2022-2023 academic year.



# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

**File #:** ID-4522

**Agenda Date:** 4/21/2022

**Agenda #:** 11.

**Narrative of Resolution:**

Authorize agreement with University of Utica

**Resolution for Executive Committee**

**Date:** April 14, 2022

**Purpose of Resolution:** To enter into an agreement with Utica University to permit qualified students to participate in a field instruction experience at the Department of Community Services.

**Is subject of Resolution mandated:** No

**Is this a renewal of a prior contract?** No

**Amount authorized by prior contract** \$ 0.

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

**Amount to be authorized by Resolution:** \$ 0.

**Are funds already budgeted?** N/A

**If "Yes" specify appropriation code(s):** N/A

**If "No", specify proposed source of funds:** N/A

**Estimated Cost Breakdown by Source**

**County:** Grant(s):

**State:** Other:

**Federal Government:** (Specify):

**Specify Compliance with Procurement Procedures:** N/A

**Person(s) responsible for monitoring contract (Title):** Melissa Stickle Director of Community Services

### RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO ENTER INTO AN AGREEMENT WITH UTICA UNIVERSITY

**WHEREAS**, Utica University maintains a program which awards a degree in Social Work and wishes to assign students to the Department of Community Services ("DCS") for practical experience; and

**WHEREAS**, DCS wishes to enter into an agreement with Utica University to permit qualified students to participate in said educational program.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager is hereby authorized to enter into an agreement with Utica University; and

**BE IT FURTHER RESOLVED**, that said agreement shall be for a period of two (2) years and shall commence on May 1, 2022 and terminate on April 30, 2024, unless sooner terminated in accordance

with the terms and provisions of the agreement. The agreement shall be renewable for one (1) additional two (2) year terms upon prior written notice by one party to the other, at least ninety (90) days, or such other time if mutually agreed in writing by the parties, prior to the expiration of the current term, of their intent to renew said agreement; and

**BE IT FURTHER RESOLVED,** that the form of said agreement shall be approved by the Sullivan County Attorney's Office.

# Sullivan County

## Legislative Memorandum

**File #:** ID-4524

**Agenda Date:** 4/21/2022

**Agenda #:** 12.

**Narrative of Resolution:**

Create one additional Corporal position in the Sheriff's Office

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** Approx. \$22,000; Funded from vacancies

**Are funds already budgeted?** Yes

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO CREATE ONE ADDITIONAL CORPORAL POSITION IN THE SHERIFF'S OFFICE**

**WHEREAS,** the Sullivan County Sheriff believes it is imperative to maximize the availability of Detectives in the field; and

**WHEREAS:** The Office of the Sullivan County Sheriff currently has several Detectives who are in states of transition; either currently injured or approaching retirement; and

**WHEREAS,** Traditionally, the summer season brings with it an increase in demand for services from the Office of the Sullivan County Sheriff; and

**WHEREAS,** there are currently unfilled positions for the rank of sergeant as test results are compiled; and

**WHEREAS,** the role of Evidence Clerk is currently held by a Detective but has traditionally been occupied by an individual with the rank of Corporal; and

**NOW, THEREFORE, BE IT RESOLVED,** The Sullivan County Legislature hereby creates an additional position within the Office of the Sullivan County Sheriff to be designated for the rank of Corporal within the Road Patrol; and

**BE IT FURTHER RESOLVED:** That one Deputy level position #0985 within the Road Patrol shall hereby be eliminated; and

**BE IT FURTHER RESOLVED:** That partial funding for this newly created position of Corporal within the road patrol shall be derived from funds budgeted for currently vacant rank of sergeant; and

**BE IT FURTHER RESOLVED:** The Sullivan County Sheriff shall have sole and exclusive authority over the assignment for this newly created Corporal including but not limited to assisting in the evidence room;



and

**THIS RESOLUTION** shall take effect immediately, and move its adoption.

# Sullivan County

## Legislative Memorandum

**File #:** ID-4525

**Agenda Date:** 4/21/2022

**Agenda #:** 13.

**Narrative of Resolution:**

To Fill a Vacancy on the Sullivan County Industrial Development Agency

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** Click or tap here to enter text.

**Are funds already budgeted?** Choose an item.

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO FILL A VACANCY ON THE SULLIVAN COUNTY INDUSTRIAL DEVELOPMENT AGENCY:**

**WHEREAS,** the County of Sullivan (“County”) and the Industrial Development agency have enjoyed a long and mutually beneficial relationship; and

**WHEREAS,** the Industrial Development Agency attracts economic development projects which promote job creation in Sullivan County; and

**WHEREAS:** The By-Laws of the Industrial Development Agency provides to its Administration by a Board Nine (9) Directors; and

**WHEREAS,** Recent retirements / resignation has created an open seat on the Board of Directors of the IDA; and

**WHEREAS:** The IDA functions most effectively when all Board seats are occupied; and

**WHEREAS:** The Sullivan County IDA, has a tradition of including among its Directors both Community and Business Leaders from across Sullivan County; and

**WHEREAS:** The Sullivan County Legislature seeks to appoint Community Members who have a demonstrated committed to their community as well as a record of successfully developing and maintaining businesses in Sullivan County.

**NOW, THEREFORE, BE IT RESOLVED,** that the Legislature of Sullivan County hereby appoints Phil Vallone of Livingston Manor, New York to fill a vacancy on the IDA board; and

**BE IT FURTHER RESOLVED, that** these appointments shall become effective immediately.





# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

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**File #:** ID-4528

**Agenda Date:** 4/21/2022

**Agenda #:** 14.

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**Narrative of Resolution:**

**Ratifying a Memorandum of Agreement between the County of Sullivan and the Laborers' International Union of North America, Local No. 17 and authorizing the County Manager to execute said agreements.**

**If Resolution requires expenditure of County Funds, provide the following information:**

**Amount to be authorized by Resolution:** Click or tap here to enter text.

**Are funds already budgeted?** Choose an item.

**Specify Compliance with Procurement Procedures:** Click or tap here to enter text.

**WHEREAS**, the collective bargaining agreement between the County of Sullivan and the Laborers' International Union of North America, Local No. 17 (hereinafter "LIU") expired on December 31, 2021;

**WHEREAS**, negotiations conducted pursuant to the provisions of Article 14 of the New York State Civil Service Law (Public Employees Fair Employment Act) have resulted in a Memorandum of Agreement for calendar years 2022 through 2025, attached hereto and made a part hereof; and

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

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

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

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

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**MEMORANDUM OF AGREEMENT**

*By and Between the*

*County of Sullivan  
(hereinafter referred to as "County")*

*And the*

*Department of Public Works Unit  
The Laborers' International Union of North America, Local No. 17  
(hereinafter referred to as "Union")*

**WHEREAS**, the County and the Union are parties to a Collective Bargaining Agreement for a term which expired on December 31, 2021; and

**WHEREAS**, the County and the Union have been engaged in collective bargaining, which has led to a mutual understanding between the County and the Union for the terms and conditions of employment for a Successor Agreement; and

**WHEREAS**, the County and the Union are desirous of reducing that mutual understanding to a written document.

**NOW, THEREFORE**, the County and the Union agree as follows:

1. All terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect unless specifically modified by this Memorandum of Agreement and/or the terms of the expired Agreement.
2. This Memorandum of Agreement is subject to ratification by the membership of the Union and by Legislature of the County of Sullivan.
3. **Term of Agreement:** January 1, 2022 through December 31, 2025.
4. **Housekeeping:** Delete dates no longer applicable, and make grammatical and spelling corrections mutually agreed upon.
5. **Section 401**, shall be amended to read as follows:

Effective [date of ratification], the following work schedule shall take effect (note: the 6am winter work schedules/hours for employees assigned to work in organization codes D-3310, D-51110-45,

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and D-5130-48 shall take effect and are contingent upon agreement by the Supervisory Bargaining Unit regarding their hours of work in association with the organization codes referenced – organizational codes are the sections within the Department of Public Works):

Org. Code	Department	Work Days	Regular Start Times	Variations
A-7110-39	PARKS-ADMIN	Monday - Friday	7am	
A-1490	DPW-ADMINISTRATION	Monday - Friday	8am	
D-5020	DPW-ENGINEERING DIVISION	Monday - Friday	8am	
CL-8160	DPW-LANDFILL & GARBAGE	7 days a Week	7am	5 eight-hour days year-round
A-1620-24	DPW-BUILDINGS ADULT CARE CENTER	7 days a Week	7am or 9:30 am	
A-1620-23	DPW-BUILDINGS	7 days a Week	6am thru 9am	
D-5110-45	DPW-ROAD MAINTENANCE (Bridge)	Monday - Friday	7am	

D-5110-45	DPW-ROAD MAINTENANCE	Monday - Friday	7am; 6am (Winter)	5 eight-hour days year-round; April 1st thru November 30th - 7am start; December 1st thru March 31st 6 am start time
D-3310	DPW-TRAFFIC CONTROL	Monday - Friday	7am; 6am (Winter)	

D-5130-48	DPW-ROAD MACHINERY MAPLEWOOD	Monday - Friday	7am; 6am (Winter)	5 eight-hour days year-round with Barryville Mechanics only on Winter Hours
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A-5610	DPW-S.C. INTERNATIONAL AIRPORT	7 days a Week	6:30 am or 7am	5 eight-hour days or 4 ten-hour days year-round
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These starting and ending times can be varied in a working group (defined as working under the direction of a Supervisor at a particular reporting location) to a start time between 5:00 AM and 8:00 AM upon the agreement of the Union and the Commissioner or his designee. Under this



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provision, each work day shall consist of eight (8) hours excluding lunch. These working groups may also agree to work a four (4) day work week, ten (10) hours per day, excluding lunch.

- a) Under an 8-hour day for the purpose of this section, a non-worked holiday, sick-leave day, personal leave day, vacation day, or bereavement-leave day shall be considered an eight (8) hour day worked. During such period, employees will be paid at the regular hourly rate for time working during the work day and work week, as herein defined, and will be paid time and one-half for time worked outside the hours Monday through Friday, as agreed to above.
- b) In the event of a 10-hour day, the use of time will be based on hourly usage.

6. **Section 402**, shall be amended based on the amendments to Section 401 above.

7. **Section 601**, shall be amended to read as follows:

The following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Jr's Birthday	Election Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	½ Day Christmas Eve
Labor Day	Christmas Day
	½ Day New Year's Eve

For Departments that work a Monday thru Friday schedule, whenever any holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

For Departments that run a 7-day schedule, if an actual holiday falls on an employee's regularly scheduled day off, the employee will receive another day off in lieu of that holiday. The Commissioner or designee will notify the Union of the Holiday Schedule the week prior to the Holiday.

An employee must have worked his last scheduled work day before the holiday and the first scheduled work day after the holiday to receive compensation for the holiday, unless he was off because of illness, sickness, injury, vacation, personal leave or any other reason which is acceptable to the Employer. A Holiday will not be paid if a sick day is used on the regular scheduled day before or after the Holiday unless there is a valid medical note.

Employees who work on any of the above holidays (on the actual holiday, not the observed date) will receive two (2) times their regular rate of pay in addition to their holiday pay for the day. Employees that work on the observed date of the above holidays will be paid time and a half (1 ½) for hours worked on that day. Should the President of the United States or the Governor of New York State declare any day other than the above as a day of mourning, said day shall be honored by the County and applicable as paid leave to the



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employee covered by this Agreement. Should a holiday fall within an approved paid leave time, such holiday will be paid as a holiday and not charged to the employee's approved leave.

8. **Section 411**, shall be created and will read as follows:

Notwithstanding anything to the contrary contained in this agreement or Civil Service Rules, any employee absent from work without authorization for five (5) consecutive work days or an employee who fails to report back to work after five (5) consecutive work days at the end of the approved leave will be deemed to have resigned from his or her position if the employee or their representative has not contacted the County on or before the sixth (6th) calendar day following the commencement of such period of absence without authorization. In the event extenuating circumstances exist, the County may waive a resignation under this section. Such determination shall be the sole right of the County. If an employee has been absent for three (3) consecutive working days without authorization or after an approved leave, the Union will be notified no later than the end of the fourth (4th) consecutive working day. Employees deemed to have resigned under this section shall lose seniority rights under Section 804.

9. **Section 805**, shall be amended to add the following:

The seniority of employees with the same effective date of hire shall be determined by granting the employee with the highest number in the last 4 digits of their social security number the highest seniority of those that share that effective date of hire and then seniority of the other employees hired on that same date in descending order based on the highest number of the last 4 digits of their social security numbers.

10. **Section 1412**, shall be amended as follows:

Strike "No blue Jeans" in section B;  
eliminate old Titles in section C (T-shirt and Sweatshirt);  
eliminate section D (shorts);  
Section E, Schedule B - add Asst Housekeeping Supervisor at ACC and L1 in Government Center.

11. **Section 1802**, shall be amended to read as follows:

Step 2. If the grievance is not resolved at Step 1, within ten (10) working days from the Step 1 decision, the Union representative shall reduce the grievance to writing, setting forth the facts of the grievance and the relief sought, and submit the grievance to the Commissioner or his designee who shall investigate the grievance, hold a meeting with the Union Grievance Committee, and render a decision in writing to the Union representative, within ten (10) working days of receipt of the grievance.

12. **Section 715**, shall be amended to read as follows:

Effective upon ratification of this agreement, members of the bargaining unit may utilize vacation, compensatory time and personal leave time during the period December 1 through March 15 in one day increments provided they were called out for snow the day of or prior and they notify the employer of their intent to use such time at least one hour before the start of their normal work day.

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13. **Section 406**, shall be amended to read as follows:

A minimum of three (3) hours shall be paid at the rate of time and one-half (1 ½) whenever an employee is required to return to work after the end of their normal working shift due to a storm related event or unforeseen event. However, for employees who are asked to arrive early or remain at work for non-emergency related overtime that is planned in advance shall not be entitled to the three (3) hour minimum if the hours worked are contiguous with their normal working shift.

14. **Section 1201**, shall be amended to read as follows:

Effective as of [date of ratification of this contract], employees who use their own vehicle for the express purpose of conducting County business for job-related duties shall be reimbursed at the rate allowed by Internal Revenue Code as a non-taxable income when allowed by the Internal Revenue Service. Mileage shall not be paid for employees who take their personal vehicle to the worksite on a day that they receive approval to leave their shift early.

15. **Section 716**, shall be amended to read as follows:

Employees shall accrue sick leave allowance at the rate of one day for each month of continuous employment up to and including a maximum of 200 days of sick leave allowance accrual. Notwithstanding any provision to the contrary, Solid Waste Operators and Transfer Station Operators will accrue sick leave allowance at the rate of .584 days per month for a total of 7 sick days per year.

16. **Section 909**, shall be amended to read as follows:

Employees covered by this agreement will receive \$30.00 call out pay for any emergency call-out including, but not limited to Snow and Ice call outs commencing upon ratification of this agreement. Call out pay for emergency purposes will be in effect even if the Commissioner or his designee schedules ahead of time for an individual to arrive to work before the regular schedule for emergency purpose.

17. **Section 1111**, shall be added and will read as follows:

In the event that an employee is on an unpaid leave of absence due to disciplinary charges, the County will keep the employee enrolled in health insurance coverage until such time as the employee returns to a paid status or separates from employment. The employee remains obligated to contribute their share of the health insurance premium. The obligation to continue their health insurance as provided in this section shall cease if any delay in the disciplinary process/procedure is caused by the employee, the employee's attorney or any other individual/organization who is or purports to be representing said employee.

18. **Section 1418**, shall be added and will read as follows:

In the event an employee's ID card is unintentionally damaged, the employer will replace it at no cost to the employee. The employee will need to present the damaged ID card to obtain a new card at no cost under this section.

19. **Section 1001**, shall be amended to read as follows:



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Promotional examinations or job openings shall be based on the Civil Service Rules and Appendix Listings for Classified Service of the County of Sullivan, and in absence of such rules will be subject to Section 52 of the Civil Service Law of the State of New York. The Chief Shop Steward shall receive notice of all promotional opportunities as soon as practicable. Notification shall be made as hereinafter provided.

20. **Section 302**, shall be amended as follows:

Language in relation to the previous contract's wage increases will be deleted.

The following language will be added:

Retroactive payments will be made to bargaining unit members on the payroll as of the date of the ratification by the membership or to individuals who have retired on or after January 1, 2022.

Effective January 1, 2022, a two-and-a-half percent (2.50%) increase in base salaries.

Effective upon the change of all unit members to the Excelsior Plan of NYSHIP, a four percent (4.0%) increase in base salaries.

Effective January 1, 2023, a two-and-a-half percent (2.50%) increase in base salaries.

Effective January 1, 2024, a two-and-a-half percent (2.50%) increase in base salaries.

Effective January 1, 2025, a two-and-a-half percent (2.50%) increase in base salaries.

21. **Article XI**, shall be amended as follows:

Add new section 1112, which will read as follows:

Employees hired before [date of ratification] that opt to receive County health insurance shall be provided with an employer funded annual health reimbursement arrangement ("HRA") at such time that the unit is transitioned into the Excelsior Plan offered by NYSHIP as the sole health insurance offered under the CBA. The HRA will be funded annually for each qualifying employee (note: upon retirement from the County, employees will receive the annual contribution amount for an individual, regardless of the type of health insurance they have opted for as the County only contributes to individual coverage in retirement) until such time as said employee is no longer an active employee and reaches Medicare eligibility, or otherwise separates from County service in any manner that is not retirement from the County. The annual contribution in the year in which the employee reaches Medicare eligibility shall be prorated based on when they attain Medicare eligibility. The HRA will have no cap and will have annual rollover with any unused amount being applied to the balance of the HRA. Employees who retire from County service and opt to remain on health insurance in retirement may continue to utilize the remaining funds in the HRA in retirement until they are exhausted. In the event the employee opts to not receive County health insurance, is terminated from County service, or resigns prior to retirement from County service, the sum in the HRA account shall remain with the County. The County will pro-rate the annual contribution for active employees if a qualifying event occurs during the year and the employee opts to change health insurance coverage to a family plan. In the event two members of the unit are on the same health insurance plan, the County will make the annual payment for only one of

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those employees. Rules pertaining to the administration of the HRA shall be developed by the County, follow IRS guidelines, and will remain in its sole discretion.

Employees hired after [date of ratification] shall not be eligible for the HRA.

The annual contribution rates of the HRA will be as follows:

Year	Individual	Family
2022*	\$1,000	\$2,000
2023	\$1,000	\$2,000
2024	\$1,000	\$2,500
2025 and thereafter	\$1,000	\$2,500

\*2022 annual contributions will be pro-rated based on the date the unit is moved to the Excelsior Plan of NYSHIP coverage.

Amend Article XI to reflect the following:

Effective July 1, 2022 or as soon thereafter as is practicable, the only health insurance offered by the County will be the NYSHIP Excelsior Plan. Upon the change to the Excelsior Plan, the percentage paid in premium contribution rates will remain the same the employee currently pays prior to the date of ratification of the agreement.

22. **Section 908**, shall be deleted in its entirety and reserved for future use.

23. **Section 302-a**, shall be created and will read as follows:

The County shall pay employees in a check separate from their normal wages, subject to all required deductions and withholdings, for Compensatory pay, infrastructure pay, longevity payouts, and other payouts outside of regular wages.

24. **Schedule A**, shall be amended to reflect the new wages and Transfer Station Operators will be deleted from Grade V and will only be shown in Grade VII A.

25. **Retroactivity**: Retroactivity of wages and all economic benefits (compensation) shall be paid to all employees on the payroll at the date of ratification. Any employee who retired between January 1, 2022 and date of ratification will have retroactivity pro-rated.


26. This MOA is the full understanding of the parties as to the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the

\_\_\_\_\_ day of \_\_\_\_\_, 2022

4.6.2022

COUNTY OF SULLIVAN

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

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

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

LIUNA

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

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

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