

2021 LOCAL LAWS OF ORANGE COUNTY

LOCAL LAW NO. 1 OF 2021

A LOCAL LAW AMENDING LOCAL LAW NO. 5 OF 2015, AS MOST RECENTLY AMENDED AND RESTATED BY LOCAL LAW NO. 9 OF 2018 FOR THE PURPOSES OF AUTHORIZING ELECTRONIC FILING AND ELECTRONIC SIGNATURES AND MAKING PROVISION FOR OTHER ANCILLARY AMENDMENTS.

BE IT ENACTED, by the County Legislature of the County of Orange of the State of New York, as follows:

SECTION ONE. Purpose.

- A. This Local Law hereby amends Local Law No. 5 of 2015 as most recently amended by Local Law No. 1 of 2017 and Local Law No. 9 of 2018.
- B. The purpose of this local law is to: (1) add the definition of "signatures" to the definitional section of this local law for purposes of authorizing electronic signatures in addition to physical signatures; (2) amend Section 8 (G) to provide that the Annual Statement of Financial Disclosure may be filed either by first class mail, hand delivery or electronically, and (3) amend Section 8 (G) to add an acknowledgement to the Annual Statement of Financial Disclosure form to require acknowledgement that the individual filling out said Statement has reviewed the Orange County searchable vendor/supplier list located on the Orange County Department of General Services website for purposes of identifying suppliers who do business with the County of Orange in the year for which disclosure is required.

SECTION TWO: Amendments

Section 2 of Local Law No. 9 of 2018 is hereby amended to add the following:

Signature: A physical mark on a document typically by writing one's name (or "X") in a stylized, cursive format, **OR**

an electronic signature which shall include:

- a typed name at the end of an email,
- **a typed name on an electronic form or document,**
- an image of a handwritten signature on a transmitted fax or
- Clicking "agree" or "disagree" on an electronic "terms and agreements" contract
- A handwritten but digitally captured signature made on a touch device, such as a tablet or smartphone (sometimes referred to as a "dynamic signature")

Section 8 subdivision G is hereby amended and shall read as follows:

G. (i) The annual disclosure form shall be acknowledged, certified and signed and in substantially the form which is annexed hereto and made a part hereof as Appendix "B." The Legislature, may, by local law, amend such form and such updated form shall be transmitted by the Clerk of the Legislature to the Chairperson of the Ethics Board for use in the following calendar year or for use in such year as the amendment to the form is made if made before April 1. Such revised form shall also be utilized by new employees or Officers who have not yet filed a disclosure form, provided, however, that such new employee or

Officer shall have sixty days from commencing employment until when the revised form must be filed.

(ii) The Annual Statement of Financial Disclosure shall include an acknowledgement that in responding to the questions asked on said statement, the signatory has reviewed the Orange County searchable vendor/supplier list located on the Orange County Department of General Services website which lists entities doing business with the County of Orange.

(iii) the Annual Statement of Financial Disclosure may be filed either with the Board of Ethics, by first class mail, hand delivery or electronically.

SECTION THREE: Annual Statement of Financial Disclosure.

The Annual Statement of Financial Disclosure is hereby amended as set forth in the attached Appendix "B."

SECTION FOUR. Effective Date.

This Local Law shall take effect as provided by the New York State Municipal Home Rule Law and upon the completion of the requisite filing and procedures.

DATED: DECEMBER 3, 2020

ENACTED BY THE FOLLOWING VOTE:
Ayes 21; Noes 0

Filed with the Secretary of State: 1/12/21
Effective: 1/12/21



APPENDIX "B"

ORANGE COUNTY

ANNUAL STATEMENT OF FINANCIAL DISCLOSURE

(For calendar year 202__)

File with: Orange County Board of Ethics
40 Matthews Street, Suite 101
Goshen, New York 10924
Telephone (845) 291-2462
Email: boardofethics@orangecountygov.com

- Filing Deadlines:
1. No later than May 1 of each year;
 2. Within 60 days of taking office;
 3. Within 7 days after the filing of nominating petitions for
A candidate seeking the office of any elected official for the
County of Orange (*County Executive, District Attorney,
Sheriff, County Clerk or County Legislator*).

(In responding to questions, please refer to the Orange County Department of General Services website for a list of vendors/suppliers doing business with the County of Orange.)

PLEASE BE ADVISED

ALL INDIVIDUALS WHO HAVE BEEN IN THE POSITION OF COUNTY OFFICER, EMPLOYEE OR CONTRACTOR FOR A MINIMUM OF ONE DAY DURING THE PREVIOUS CALENDAR YEAR, EVEN IF THEY NO LONGER HOLD THAT POSITION ARE REQUIRED TO FILE AN ANNUAL DISCLOSURE STATEMENT.

PLEASE ANSWER ALL QUESTIONS. LEAVE NO RESPONSES BLANK. IF THE ANSWER IS NONE OR N/A, "NONE OR N/A" MUST BE WRITTEN ON THE RESPONSE LINE.

1. Name and Address:

Name

Title

Department or Agency

County Address

County Telephone

(If none then provide another telephone number where you can be reached during the day).

2. Spouse and Members of Your Household

- a. Marital status_____. If married, please give spouse's full name including maiden name where applicable. (See below for definitions).
(If not applicable write "None" or "N/A.")

_____ Spouse

- b. List the names of all other members of your household other than unemancipated children. *(If not applicable write "None" or "N/A.")*

"Spouse" means your husband or wife unless you are living separate and apart with the intention of terminating the marriage or providing for permanent separation or unless separated pursuant to: (a) a judicial order, decree or judgment, or (b) a legally binding separation agreement.

"Family member/member of household" means your spouse, unemancipated child or a person claimed as a dependent on your latest individual or joint state income tax return or unrelated persons who continually or at regular intervals lives in or, in the preceding calendar year, continually or at regular intervals lived in your household.

"Unemancipated child" shall mean any son, daughter, stepson or stepdaughter, under age eighteen, unmarried and living in the household of the reporting individual.

Answer each of the following questions completely, with respect to calendar year (202_), unless another period or date is otherwise specified. If additional space is needed, attach additional pages.

"Calendar year" shall mean the year ending the December 31st preceding the date of filing of the annual statement.

Whenever a "value" or "amount" is required to be reported herein, such value or amount shall be reported as being within one of the following Categories:

- Category A - under \$5,000;
- Category B - \$5,000 to under \$20,000;
- Category C - \$20,000 to under \$60,000;
- Category D - \$60,000 to under \$100,000;
- Category E - \$100,000 to under \$250,000; and
- Category F - \$250,000 or over.

Please indicate the Category by letter only.

Whenever, the term **"INTEREST"** is used it means: a direct or indirect pecuniary or material benefit accruing to a County officer or employee **AS A RESULT OF A CONTRACT WITH THE COUNTY** which such officer or employee serves. A County officer or employee shall be deemed to have an interest in the contract of:

- A. His or her spouse, unemancipated children, dependents, and members of the household except a contract of employment with the County which such officer or employee serves;
- B. A firm, partnership, company, or association of which such officer or employee is a member or employee of;
- C. A corporation of which such officer or employee is an officer, director or employee; and,
- D. A corporation, any stock of which is owned and controlled directly or indirectly by such officer or employee where such officer or employee owns five percent or more of outstanding stock but shall not include any publically traded corporation.

3. Outside Employment

- a. *If you were engaged in any outside occupation, employment, trade, business or profession which had a contract with the County of Orange, list the name, address and description of such occupation, employment, trade, business or profession and the name of the County department/agency which had said contract.*

(If not applicable write "None" or "N/A.")

<u>Position</u>	<u>Name & Address of Organization</u>	<u>Description</u>	<u>County Department/Agency</u>
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- b. If your spouse, unemancipated child or a member of your household was engaged in any occupation, employment, trade, business or profession **which had a contract with the County of Orange**, list the name, address and description of such occupation, employment, trade, business or profession and the name of the County department/agency which had said contract. (If not applicable, write "None" or "N/A").

<u>Position</u>	<u>Name & Address of Organization</u>	<u>Description</u>	<u>County Department/Agency</u>
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4. Positions

- a. List any office, trusteeship, directorship, partnership, or position of any nature, including honorary positions, and excluding membership positions, whether compensated or not, **HELD BY YOU**, with any firm, corporation, association, partnership, or other organization other than the State of New York or the County of Orange, **which had a contract with the County of Orange**. List the name and address of any such entity and the county department/agency which had said contract. (If not applicable, write "None" or "N/A").

<u>Position</u>	<u>Name & Address of Organization</u>	<u>County Department/ Agency</u>
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- b. List any office, trusteeship, directorship, partnership, or position of any nature, including honorary positions, and excluding membership positions, whether compensated or not, **HELD BY YOUR SPOUSE, UNEMANCIPATED CHILD, OR A MEMBER OF YOUR HOUSEHOLD**, with any firm, corporation, association, partnership, or other organization other than the State of New York or the County of Orange, **which had a contract with the County of Orange**. List the name and address of any such entity and the county department/agency which had said contract. (If not applicable, write "None" or "N/A").

Individual's Name/Relationship Position Name & Address Organization County Department/Agency

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5. Financial Benefits from Current/Prior Employers

List employment benefits made on your behalf from your current or a prior employer or other source but only if that entity **had a contract with the County of Orange** as follows: *(If not applicable, write "None" or "N/A")*

_____ Any monies **in excess of \$1,000** made on your behalf including deferred income, contributions to a pension or retirement fund, profit sharing plan, severance pay, or payments under a buy-out agreement.

_____ Agreements for the continuation of payments or benefits to you **in excess of \$1,000**. This includes an interest in or contributions to a pension fund or retirement fund, profit-sharing plan, life or health insurance, buy-out agreements, severance agreements, etc.)

<u>Name and Address of source</u>	<u>Description of Income</u>	<u>Category Value</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(If not applicable, write "None" or "N/A").

6. Investments

Itemize and describe all investments **in excess of five percent (5%)** of the value in any business, corporation, partnership, or other assets including stocks, bonds, I.R.A.'s, loans, pledge collateral, and other investments, that you, your spouse, unemancipated children or members of your household owned in **any entity that had a contract with the County of Orange**. *(If not applicable, write "None" or "N/A").*

<u>Family Member Name</u>	<u>Name & Address of Business</u>	<u>Description of Investment</u>	<u>Category Value</u>
_____	_____	_____	_____
_____	_____	_____	_____

- The definition for each type of investment shall be that as defined by the Internal Revenue Code.

7. Interests in Businesses

List any interests you, your spouse or a member of your household owns as a member or corporation, having an aggregate value of five percent (5%) or more of the stock which is owned or controlled by you, your spouse and a member of your household, combined, in **any entity that had a contract with the County of Orange**. *(If not applicable, write "None" or "N/A").*

<u>Individual's Name</u>	<u>Name & Address of Entity</u>	<u>Description of Ownership Interest</u>	<u>Category Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. Other Income

Identify the source and nature of any other income **in excess of \$5,000/year** from any source not described above, including teaching income, lecture fees, consultant fees, contractual income, or other income of any nature for you, your spouse, unemancipated child or a member of your household from **any entity that had a contract with the County of Orange**. (If not applicable, write "None" or "N/A").

<u>Individual's Name</u>	<u>Name & Address of Entity</u>	<u>Description of Income</u>	<u>Category Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Interests in Contracts

Describe any interest you, your spouse, unemancipated child or a member of your household **had in any contract with the County of Orange**. Do not include benefits derived from being a county employee, including but limited to union benefits, health insurance coverage, dental, vision coverage deferred compensation and disability benefits. (If not applicable, write "None" or "N/A").

<u>Individual's Name/Relationship</u>	<u>Name & Address of Entity</u>	<u>Description of Interest</u>	<u>Category Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. Liabilities

List all liabilities that you, your spouse, unemancipated child or a member of your household owed **in excess of \$5,000 to any entity that had a contract with the County of Orange**. **DO NOT LIST:** (i) debts incurred or made in the ordinary course of trade, business or professional practice, (ii) revolving charge account information that is less than \$5,000 at the time of filing; (iii) obligations to pay maintenance in connection with a matrimonial action, alimony or child support payments; (iv) loans issued in the ordinary course of business by a financial institution to finance educational costs, the cost of home purchase or improvements for a primary or secondary residence, or the purchase of a personally owned vehicle, household furniture or appliances. (If not applicable, write "None" or "N/A").

<u>Individuals' Name/Relationship</u>	<u>Name of Creditor</u>	<u>Type of Liability</u>	<u>Category Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

11. State Licenses

a. If you practice law, or are licensed by the department of state as a real estate broker or agent or practice a profession licensed by the department of education, give a general description of the principal subject areas of matters that you handle. In addition, if you practice with a firm or corporation or are a partner or shareholder or member of the firm or corporation, give a general description of the principal subject areas of matters undertaken by such firm or corporation.

(If not applicable write "None" or "N/A.")

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b. Describe any participation you may have had in negotiating a contract on behalf of a client or customer with the County of Orange. List any legal representation you provided in the reporting year which involved the County of Orange, its departments, agencies or its employees. **Do not list** the name of the individual clients, customers or patients. **Do not list** matters brought before the Orange County Family Court or matrimonial, custody, maintenance or support issues that were brought before State Supreme Court or criminal/traffic infractions before a county court or local justice court. *(If not applicable, write "None" or "N/A").*

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12. Gifts and Honorariums

List the source of all gifts **valued over \$75 received from** the same donor, excluding campaign contributions and gifts from relatives, received during the reporting period by you, your spouse, unemancipated child or a member of your household. The term "gifts" includes money, services, travel, lodging, meals, refreshments, entertainment, discount, loans, forbearance or promise, having a monetary value. *(If not applicable, write "None" or "N/A").*

Individual 's Name/Relationship Donor Address Category Value

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County Gift Prohibition: A county officer or employee shall not accept or solicit any gift **valued over \$75 from the same donor**, nor shall he/she accept or solicit any gift or financial benefit under circumstances in which it could reasonably be inferred that the gift was intended to influence such county officer or employee in the performance of his/her official duties.

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17. Political Parties

List any position you held as an officer of any political party or political organization, as a member of any political party committee, or as a political party district leader. The term "Party" shall have the same meaning as "party" in N.Y.S. Election law. The term "political organization" includes any independent body or any organization that is affiliated with or a subsidiary of a political party or independent party. *(If not applicable, write "None" or "N/A").*

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18. Voluntary Disclosure

Please disclose any other information you believe may be helpful to the Board of Ethics in determining whether a conflict of interest may exist for you, which has not been identified in responding to paragraphs 1-17 of this disclosure statement.

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The requirements of law relating to the reporting of financial interests are in the public interest and no adverse inference of unethical or illegal conduct or behavior will be drawn merely from compliance with these requirements.

- I acknowledge, that I have reviewed the Orange County Department of General Services website which lists vendors/suppliers doing business with the County of Orange, in responding to the questions asked in this Annual Statement of Financial Disclosure.***

By signing my name and entering the date below, I understand and agree that I am certifying, under penalty of perjury, that I personally completed this Disclosure Form, That I reviewed its entire contents, and that I am affirming the truth of the information contained therein.

Signature of Reporting Individual

Date (month/day/year)

A reporting individual who knowingly and willfully fails to file an annual statement of financial disclosure or who knowingly and willfully with intent to deceive makes a false statement or gives information which such individual knows to be false on such statement of financial disclosure filed pursuant to Orange County's Ethic's Law shall be subject to a civil penalty in an amount not to exceed ten thousand dollars or referral of a violation to the appropriate prosecutor and upon such conviction, such violation shall be punishable as a class A misdemeanor.

LOCAL LAW NO. 2 OF 2021

A LOCAL LAW AMENDING THE LAWS OF ORANGE COUNTY BY ADDING A NEW CHAPTER 685 ENTITLED "THIRD PARTY FOOD-DELIVERY SERVICES."

BE IT ENACTED by the County Legislature of the County of Orange a Local Law entitled as follows:

THIRD-PARTY FOOD DELIVERY SERVICE FEES DURING A STATE OF EMERGENCY

SECTION ONE – Definitions.

(1) Declared emergency, the term "declared emergency" means the during which a State disaster emergency has been declared by the Governor of the State of New York or a state of emergency has been declared by the County Executive, such declaration is in effect in the County, and there are restrictions¹ on on-premises dining at food service establishments in the County.

(2) Delivery fee. The term "delivery fee" means a fee charged by a third-party food delivery service for providing a food service establishment with a

¹ "Restrictions" means any reduction in permissible activities or number of seats permitted to be occupied by Order of State or Local Officials resulting from a declared State of Emergency.

service that delivers food from such establishment to customers. The term does not include any other fee that may be charged by a third-party food delivery service to a food service establishment on the third-party food delivery service platform or fees related to processing the online order.

(3) Food Service Establishment definition: The term "food service establishment", "service food establishment" or "food establishment" means any fixed or mobile restaurant; drive-in; coffee shop; cafeteria; short-order **café**; delicatessen; luncheonette; grill; tearoom; sandwich shop; soda fountain; bar; tavern; cocktail lounge; night club; roadside stand; take-out prepared food place; retail bakery; industrial feeding establishment; private, public, or nonprofit organization or institution, including: schools; nursing homes; day care centers and hospitals; religious and fraternal organizations routinely serving food; catering kitchens; commissary or similar places in which food is prepared for sale or for service on the premises or elsewhere; and any other establishment or operation where food is served or provided for the public, with or without charge.

(4) Online order. The term "online order" means any order placed by a customer through or with the assistance of a platform provided by a third-party food delivery service, including but not limited to a telephone order.

(5) Purchase price. The term "purchase price" means the total price of the items contained in an online order that are listed on the menu of the food service establishment where such order is placed. Such term does not include taxes, gratuities and any other fees that may make up the total cost to the customer of an online order.

(6) Third-Party Food delivery service. The term "third-party food delivery service" means any website, mobile application or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pickup of food and beverages from food service establishments located in the County that are owned and operated by different persons.

SECTION TWO – Fee limits during declared emergencies.

(1) It shall be unlawful for a third-party food delivery service to charge a food service establishment a delivery fee that totals more than 15% of the purchase price of each online order.

(2) It shall be unlawful for a third-party food delivery service to charge a food service establishment any fee or fees other than a delivery fee for the use of their service greater than 5% of the purchase price of each online order. Any fees or other charges from a third-party food delivery service to a food service establishment beyond such maximum 5% fee per order, and a delivery fee collected pursuant to subdivision (1) of this section, are unlawful, provided that such cap shall not apply to a credit card fee that is charged to the third-party food delivery service and is charged in the same amount by the third-party food delivery service to such food service establishment.

(3) It shall be unlawful for a person to cause a third-party food delivery platform to reduce the compensation rate paid to a delivery service driver or garnish gratuities in order to comply with this section.

(4) The requirements of this section apply only during a declared emergency and for a period of 90 days after the end of a declared emergency.

SECTION THREE – Enforcement.

(1) If a third-party food delivery service charges a food service establishment fees that violate this Chapter, the food service establishment shall provide written notice to the third-party food delivery service requesting a refund within seven days. If the third-party food delivery service does not provide the refund requested after seven days or the third-party delivery service continues to charge fees in violation of this order after the initial notice and seven-day cure period, a food service establishment may enforce this Chapter by means of a civil action seeking damages and injunctive relief. The prevailing party in any such action shall be entitled to an award of reasonable attorney fees.

(2) Venue. Notwithstanding any contractual provision between a third-party delivery service and a food establishment, venue in any action seeking damages or injunctive relief under this local law shall be in the Supreme Court of the State of New York in Orange County, New York or otherwise in the Southern District of the State of New York part of the United States District Court.

SECTION FOUR – Severability.

If any section, subsection, sentence, clause, phrase or other portion of this Chapter is, for any reason, declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Chapter, which remaining portions shall continue in full force and effect.

SECTION FIVE – Reverse preemption.

This section shall be null and void on the day that statewide legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this law, unless state law specifically excepts from preemption earlier enacted local laws in this area. The County Legislature may determine via resolution whether or not identical or substantially similar statewide legislation, or pertinent preempting state or federal regulations have been enacted for the purposes of triggering the provisions of this section.

SECTION SIX.

This Local Law shall take effect as provided by the New York State Municipal Home Rule Law and upon completion of the requisite filings and procedures.

Filed with the Secretary of State: 3/22/21

Effective: 3/22/21

LOCAL LAW NO. 3 OF 2021

A LOCAL LAW TO CONTINUE THE IMPOSITION OF TAX UNDER LOCAL LAW NO. 13 OF 2009, KNOWN AS THE "ORANGE COUNTY HOTEL AND MOTEL ROOM OCCUPANCY TAX LOCAL LAW" FOR AN ADDITIONAL THREE YEARS.

BE IT ENACTED, by the Orange County Legislature, as follows:

Section 1. Background and Purpose.

Local Law No. 13 of 2009 as continued by Local Law No. 1 of 2012, Local Law No. 3 of 2015, and as further continued by Local Law No. 5 of 2018 will expire at midnight on August 24, 2021. Section 3 of Local Law No. 13 of 2009, provides that "on and after the 15th day of September, 2009, there is hereby imposed and there shall be paid a tax of five percent upon the rent for every occupancy of a room or rooms in a hotel or motel in the County, except that the tax shall not be imposed upon (1) a permanent resident, or (2) exempt occupant," which are defined in section 02 of Local Law 13 of 2009.

Pursuant to section 25 of Local Law No. 13 of 2009, the local law "shall remain in full force and effect for a period of three (3) years from the effective date of its enactment; except nothing shall prohibit or prevent the adoption and enactment of subsequent local laws continuing or imposing the tax authorized hereby after the expiration of this local law."

The purpose of this local law is to continue to impose a tax on facilities providing lodging on an overnight basis and provide for the collection thereof as previously continued and provided for in Local Law No. 5 of 2018 in order to continue to make funds available to deposit in the general fund of Orange County to be allocated and to continue to enhance the general economy of Orange County for an additional period of three (3) years as authorized under section 25 of Local Law No. 13 of 2009.

Section 2. Continuation of the Effect of Local Law No. 5 of 2018 pursuant to Section 25 of Local Law 13 of 2009.

The continuation of the imposition of a tax under this local law shall commence immediately upon the expiration of Local Law No. 5 of 2018 as stated herein and shall continue for a period of three (3) years; except nothing shall prohibit or prevent the adoption and enactment of subsequent local laws continuing or imposing the tax as authorized under Local Law No. 13 of 2009 for a period of three (3) years upon the expiration of this local law.

Section 3. Effective Date.

This local law shall take effect immediately upon filing in the Office of the Secretary of State of New York State.

ENACTED BY THE FOLLOWING VOTE:

Ayes 21; Noes 0

Filed with the Secretary of State: 5/14/21

Effective: 5/14/21

LOCAL LAW NO. 4 OF 2021

A LOCAL LAW TO DESIGNATE ORANGE COUNTY AS AN "ELIGIBLE AREA" PURSUANT TO SECTION 11-0935 OF THE ENVIRONMENTAL CONSERVATION LAW IN RELATION TO A DEER HUNTING PILOT PROGRAM.

Be it enacted by the County Legislature of the County of Orange as follows:

Section One. Legislative Intent.

The New York State Legislature, through the passage of Assembly Bill 3005-C, being the same as Senate Bill 2505-C, as part of the 2021-2022 State Budget has authorized various Counties to pass local laws declaring such County to be an "eligible area" for the purpose of permitting deer hunting by hunting license holders who are twelve or thirteen years old with a crossbow, rifle, shotgun, or muzzle-loading firearm under certain circumstances. Such circumstances are delineated in Section 11-0935 of the Environmental Conservation Law.

Section Two. Declaration of Orange County as an Eligible Area.

The County Legislature of the County of Orange hereby declares Orange County an eligible area pursuant to Section 11-0935 of the Environmental Conservation Law and authorizes participation in the pilot program described in such law.

Section Three. Notice to the Department of Environmental Conservation.

Upon this local law's taking effect, the Clerk of the County Legislature shall notify the Commissioner of the NYS Department of Environmental Conservation of the passage of this local law.

Section Four. Effective Date.

This local law shall take effect immediately upon filing with the New York State Secretary of State.

ENACTED BY THE FOLLOWING VOTE:

Ayes 19; Noes 2

(Noes: Paduch, Luján)

Filed with the Secretary of State: 6/11/21

Effective: 6/11/21

ORANGE COUNTY LEGISLATURE

LOCAL LAW NO. 5 OF 2021

A LOCAL LAW TO AMEND THE ORANGE COUNTY SANITARY CODE, PURSUANT TO SECTION 7.05 OF THE ORANGE COUNTY ADMINISTRATIVE CODE.

BE IT ENACTED, by the Orange County Legislature, as follows:

SECTION ONE. Section 6 of the Orange County Sanitary Code is amended to read as follows:

SECTION 6. INVESTIGATIONS; FORMAL HEARINGS

5. On the return day of the hearing, the commissioner or his authorized representative shall note the appearance of the persons attending the hearing.

a. witnesses shall be sworn and testimony shall be recorded either by a court reporter or electronic sound recording device, at the sole discretion of the Commissioner of Health or his or her authorized representative. Nothing shall preclude the respondent or operator from causing a stenographic record to be created of the hearing at their own expense.

b. upon written request received from the respondent or operator, the testimony shall be transcribed within a reasonable time after the conclusion of the hearing or in the alternative, a copy of such recording shall be made available to the permittee, hearing officer and Commissioner of Health.

SECTION TWO. Section 7 of the Orange County Sanitary Code is amended to remove the following:

SECTION 7. FORMAL HEARING; PROCEDURE.

~~6. The minutes of a formal hearing shall be made available to all parties for examination at the office of the department. Copies of the minutes may be purchased at the rate per page covering the cost thereof.~~

SECTION THREE. EFFECTIVE DATE

This local law shall take effect as provided by the New York State Municipal Home Rule Law and upon the completion of the requisite filing and procedures.

ENACTED BY THE FOLLOWING VOTE:

Ayes 18; Noes 0; Absent 3
(Absent: Paduch, Amo, Anagnostakis)

Filed with the Secretary of State: 9/23/21

Effective: 9/23/21