

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 2038- 2010**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 2038 –  
2010**

**RESOLUTION NO. -2010,  
AUTHORIZING EXECUTION OF AN  
ASSISTANCE AGREEMENT BETWEEN  
THE OFFICE OF THE CHIEF MEDICAL  
EXAMINER OF THE CITY OF NEW YORK  
AND THE SUFFOLK COUNTY MEDICAL  
EXAMINER'S OFFICE.**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY  
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF  
INTERGOVERNMENTAL RELATIONS, CERTIFY PURSUANT TO  
ARTICLE II, SECTION 2-12(A), AND ARTICLE III, SECTION 3-9 OF  
THE SUFFOLK COUNTY CHARTER, THAT THERE EXISTS A NEED  
FOR THE IMMEDIATE CONSIDERATION OF INTRODUCTORY  
RESOLUTION NO. 2038 – 2010, BECAUSE THE USE OF THE  
CITY OF NEW YORK MEDICAL EXAMINER FORENSIC  
ANTHROPOLOGY SERVICES IS A PROGRAM FUNDED BY A  
FEDERAL GRANT, AND PARTICIPATION IS ON A FIRST COME  
FIRST SERVE BASIS.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND  
AND CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY  
THIS THIRD DAY OF NOVEMBER, 2010.**

  
**BRENDAN CHAMBERLAIN**

**DIRECTOR OF INTERGOVERNMENTAL RELATIONS  
SUFFOLK COUNTY, N.Y.**

**2010 NOV - 1 11: 51**

**RECEIVED**

**RESOLUTION NO. -2010, AUTHORIZING EXECUTION  
OF AN ASSISTANCE AGREEMENT BETWEEN THE OFFICE  
OF THE CHIEF MEDICAL EXAMINER OF THE CITY OF NEW  
YORK AND THE SUFFOLK COUNTY MEDICAL EXAMINER'S  
OFFICE**

**WHEREAS**, the Forensic Anthropology Unit ("FAU") and the Department of Forensic Biology are the departments within the Office of Chief Medical Examiner (OCME) that conduct forensic anthropological and DNA analysis of skeletal remains for the City; and

**WHEREAS**, the OCME is approved by the FBI as a Combined DNA Index System ("CODIS") participating laboratory and routinely uploads eligible DNA profiles developed from unidentified human remains and missing persons and relatives of missing persons to CODIS for comparison; and

**WHEREAS**, the OCME is accredited by American Society of Crime Laboratory Directors – Laboratory Accreditation Board ("ASCLD-LAB") to perform DNA testing; and

**WHEREAS**, the FAU is directed by forensic anthropologists who have been certified by the American Board of Forensic Anthropology ("ABFA"); and

**WHEREAS**, The City of New York (City) is interested in performing forensic anthropological and/or DNA analysis of remains, reference samples and/or exemplars that assist other municipal corporations and districts throughout the State of New York in the identification of decedents or missing persons pursuant to grant awards from the National Institute of Justice; and

**WHEREAS**, the Suffolk County Medical Examiner believes the forensic anthropological and/or DNA analysis of the remains, reference samples and/or exemplars may provide valuable assistance in solving unidentified decedent or missing person cases; and

**WHEREAS**, the Suffolk County Medical Examiner desire the City to perform forensic anthropological and/or DNA analysis on unidentified remains, reference samples and/or exemplars; and

**WHEREAS**, Suffolk County seeks to adopt, by resolution, an agreement with the City setting forth the terms and conditions of such collaboration; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive and the Suffolk County Medical Examiner are authorized to execute an "Assistance Agreement" relating to the establishment of a protocol for the provision of forensic anthropology services, in substantially the form of which is annexed hereto; and be it further

**2<sup>nd</sup>** **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations,

rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date:



FINANCIAL IMPACT  
2010 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

2038

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

AGREEMENT

between

THE OFFICE OF CHIEF MEDICAL EXAMINER OF

THE CITY OF NEW YORK

- and -

THE SUFFOLK COUNTY MEDICAL EXAMINER'S OFFICE  
A DIVISION OF THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES

This agreement, dated as of October 13, 2010, (the "Agreement") is entered into by and between The City of New York (the "City"), acting by and through the Office of Chief Medical Examiner ("OCME"), with its administrative offices at 421 East 26<sup>th</sup> Street, New York, New York, and the Suffolk County Medical Examiner's Office, a Division of the Suffolk County Department of Health Services, (the "Outside Jurisdiction"), with an office at Forensic Sciences Building #487, 725 Veteran's Memorial Highway, Hauppauge, New York.

WHEREAS, the Forensic Anthropology Unit ("FAU") and the Department of Forensic Biology are the departments within the OCME that conduct forensic anthropological and DNA analysis of skeletal remains for the City;

WHEREAS, the OCME is approved by the FBI as a Combined DNA Index System ("CODIS") participating laboratory and routinely uploads eligible DNA profiles developed from unidentified human remains and missing persons and relatives of missing persons to CODIS for comparison;

WHEREAS, the OCME is accredited by American Society of Crime Laboratory Directors – Laboratory Accreditation Board ("ASCLD-LAB") to perform DNA testing;

WHEREAS, the FAU is directed by forensic anthropologists who have been certified by the American Board of Forensic Anthropology ("ABFA").

WHEREAS, the City is interested in performing forensic anthropological and/or DNA analysis of remains, reference samples and/or exemplars that assist other municipal corporations and districts throughout the State of New York in the identification of decedents or missing persons;

WHEREAS, the Outside Jurisdiction believes the forensic anthropological and/or DNA analysis of the remains, reference samples and/or exemplars may provide valuable assistance in solving unidentified decedent or missing person cases during the specified term agreed upon herein;

WHEREAS, the Outside Jurisdiction desires the City to perform forensic anthropological and/or DNA analysis on unidentified remains, reference samples and/or exemplars;

WHEREAS, the City and the Outside Jurisdiction are authorized to enter into a cooperative agreement pursuant to Article 5-G of the General Municipal Law of the State of New York; and

WHEREAS the Mayor of the City of New York or his designee and the Suffolk County Executive of the Outside Jurisdiction have approved this Agreement pursuant to Article 5-G of the General Municipal Law of the State of New York;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties hereto agree as follows:

Article I.  
Purpose of Agreement

- 1.1 The purpose of this Agreement is to enable the City to assist the Outside Jurisdiction, a municipal corporation or district in the State of New York as defined in Article 5-G of the General Municipal Law of the State of New York, with solving unidentified decedent or missing person cases during the specified term agreed upon herein by (i) performing DNA testing in the City's Forensic Biology Laboratory or (ii) performing DNA testing in the City's Forensic Biology Laboratory and forensic anthropological analysis in the City's FAU, as appropriate.
- 1.2 This Agreement will enable the City to further its interest in identifying remains and locating missing persons, locally and throughout the State of New York.

Article II.  
Term

- 2.1 The term of this Agreement shall commence upon the date set forth above and shall expire on the August 31, 2012 (expiration of the Grant Award, as defined in Section 3.4), as provided in this Agreement, subject to earlier termination in accordance with paragraph 6.1 (such expiration or termination is hereinafter referred to as the "Expiration Date"). Notwithstanding the foregoing, this Agreement is subject to the availability of the Grant Award (as defined in Section 3.4). In no event shall the term of this Agreement be longer than five (5) years from the date it is executed, provided that the OCME may complete any test it has already commenced. In no event shall the term of this Agreement extend past the term of the Grant Award, as it may be renewed or amended.

Article III.  
Scope of Services

- 3.1 The Outside Jurisdiction shall provide the OCME with the specimens of unidentified remains, reference samples and/or exemplars that the Outside Jurisdiction desires to be tested using forensic anthropological and/or DNA analysis. The Outside Jurisdiction shall also provide the OCME with any other relevant accompanying documentation, such as scene photographs and reports, x-rays and DNA reports.
- 3.2 The scope of services described and set forth in Appendix A to this Agreement represents the Outside Jurisdiction's obligations and all potential services the OCME might perform in connection with forensic anthropological and/or DNA analysis.
- 3.3 The Outside Jurisdiction agrees that the OCME, upon examination of the specimens of unidentified remains, reference samples and/or exemplars submitted will use its discretion in determining the analyses necessary to achieve a reliable result, and the Outside Jurisdiction agrees that the OCME will perform such analyses.
- 3.4 Pursuant to the grant awards # 2008-DN-BX-K156, # 2009-DN-BX-K038 and #2010-DN-BX-K131 from the National Institute of Justice (or a substantially equivalent grant from the National Institute of Justice) ("Grant Award"), the OCME shall upload all eligible DNA profiles to the relevant CODIS index for comparison. All eligible DNA profiles developed from unidentified remains, missing persons and relatives of missing persons will be uploaded and searched against other profiles in CODIS, to the extent permitted by CODIS.

Article IV.  
Fees

- 4.1 There shall be no cost to the Outside Jurisdiction for anthropological analysis and/or DNA testing performed by the OCME, other than as otherwise provided in this Agreement. This is made possible by the Grant Award.
- 4.2 In the event that an OCME FAU and/or Department of Forensic Biology Criminalist or other City employee is required to testify in connection with work performed pursuant to this Agreement, the Outside Jurisdiction shall pay for the reasonable cost of transportation associated with providing such testimony, as well as all reasonable hotel costs and other necessary and incidental expenses, including but not limited to reasonable food allowances and gratuities incurred in connection therewith. The Outside Jurisdiction shall arrange and pay for all travel and hotel costs directly and in advance. The actual cost of incidental transportation expenses (e.g. taxi fare to and from the airport/train station) shall be reimbursed by the Outside Jurisdiction to the OCME. Meals and incidental expenses shall be reimbursed by the Outside Jurisdiction to the OCME in accordance with the Outside Jurisdiction's applicable GSA Domestic Per Diem Rates (see, [www.gsa.gov](http://www.gsa.gov)). Payment for such expenses shall be due within thirty (30) days of

receipt of the invoice issued by the City. Payment shall be made by check, written to "DOHMH-OCME", and must include the Agreement Case Number. Payment should be sent to the following address:

The City of New York  
Office of Chief Medical Examiner  
421 East 26<sup>th</sup> Street  
New York, New York 10016  
Attn: Audits and Accounts Unit

- 4.3 The Outside Jurisdiction shall, to the extent possible, limit the number of days that the assigned FAU and/or Department of Forensic Biology Criminalist shall be in the outside jurisdiction and away from his or her case work at the OCME. The OCME reserves the right to determine the amount of time that any of its employees may spend working outside of the OCME. The Outside Jurisdiction agrees that it shall compensate the City for the costs associated with the services performed by the assigned OCME employee by reimbursing the City, as provided in Appendix B.

#### Article V. Termination

- 5.1 This Agreement is terminable at will by the City upon thirty (30) days' written notice, or such shorter period of time as may be necessary in the case of emergency as the City may determine in its sole discretion. In the event of an emergency where the Agreement is not terminated, the City shall have the right to a reasonable extension of time to perform its obligations under this Agreement.

#### Article VI. Indemnification

- 6.1 Each party covenants and agrees that it shall be responsible for any and all claims, demands, penalties, fines, settlements, damages, injuries, losses, costs, expenses and judgments of whatever kind or nature to the extent arising out of the conduct of its own officers, agents, representatives or employees in relation to the performance of this Agreement or the underlying subject matter. Each party shall defend, indemnify, and hold the other party harmless from any vicarious liability arising from the conduct of its own officers, agents, representatives or employees. The provisions of this paragraph shall survive the Expiration Date.

Article VIII.  
Miscellaneous

- 7.1 The Outside Jurisdiction shall not assign this Agreement or mortgage, transfer, convey, sublet, pledge or otherwise dispose of this Agreement or any part thereof, or in any way change or encumber the rights granted herein, or any part thereof without prior written consent.
- 7.2 This Agreement may be executed in two or more counterparts which, when taken together, shall constitute one and the same document.
- 7.3 This Agreement is to be governed by and construed according to the laws of the State of New York notwithstanding its conflicts of laws principles. Any claim or cause of action hereunder shall be brought only in Supreme Court, New York County, or if a federal question is presented, then in the United States District Court for the Southern District of New York located in New York County. If an action shall be commenced in any other court, the parties expressly agree to a change of venue to one of the courts prescribed above.
- 7.4 It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall forthwith upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.
- 7.5 (a) All notices, demands, consents or approvals (“notices”) to be made or given pursuant to this Agreement shall be served either by personal service or by overnight mail via a reputable national courier and by facsimile or electronic mail to the addresses set forth below:

- (i) If to the City or the OCME, a copy to each of the following:

The Office of Chief Medical Examiner  
421 East 26<sup>th</sup> Street  
New York, New York 10016  
Attn.: Legal Department  
Facsimile: (212)-323-1920

New York City Law Department  
100 Church Street  
New York, New York 10007  
Attn.: Evan Hochberg

Facsimile: 212-571-4600  
E-mail: [evhochbe@law.nyc.gov](mailto:evhochbe@law.nyc.gov)

- (ii) If to the Outside Jurisdiction, a copy to each of the following:

Office of the Chief Medical Examiner  
Suffolk County Department of Health Services  
Forensic Sciences Building #487  
725 Veterans Memorial Highway  
Hauppauge, New York 11788  
Attn.: Chief Medical Examiner  
Facsimile: (631) 853-5537

Suffolk County Attorney's Office  
100 Veterans Memorial Highway – 6<sup>th</sup> Floor  
P.O. Box 6100  
Hauppauge, NY 11788-0099  
Attn.: County Attorney  
Facsimile: (631) 853 - 5169

(b) Notices shall be deemed given on the day after personal delivery or five (5) days after mailing.

- 7.6 This Agreement states the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Agreement may not be altered, modified or amended in any manner whatsoever except by a written instrument signed by all the parties hereto.
- 7.7 Any and all obligations and/or liabilities of the Outside Jurisdiction under this Agreement which accrue prior to the Expiration Date or which survive by the express or implied terms of this Agreement shall survive the expiration or termination of this Agreement.
- 7.8 No action shall be maintained by either party on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one (1) year after the date of the termination or completion of this Agreement, or within one (1) year of the accrual of the cause of action, whichever is earlier.
- 7.9 In the event any third-party claim is made or any action brought in any way related to this Agreement, each party shall diligently render to the other party without additional compensation any and all reasonable assistance which the party may require of the other party.

- 7.10 Neither party shall be liable to the other nor shall have any claim of any kind against the other relating to the obligations hereunder for any interruption, delay or default in performing hereunder if such interruption, delay or default is caused by conditions beyond its control including, but not limited to acts of God, fire, earthquake, flood, riot, terrorism, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 7.11 Each party covenants that neither it nor any of its officers, agents, representatives or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. It further covenants that in the performance of this Agreement, no person having such interest shall be employed by either party.
- 7.12 Each party certifies that it has the full authority and legal capacity to execute and perform the terms of this Agreement and that it has completed any procedure required by law to participate in this Agreement.



COUNTY OF SUFFOLK

by its Office of the Medical Examiner  
Suffolk County Department of Health Services

\_\_\_\_\_  
Name: Yvonne Milewski, M.D.  
Title: Chief Medical Examiner  
Date:

STATE OF                                    )  
  )  
COUNTY OF                                )                                ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
before        me                    personally        appeared  
\_\_\_\_\_, personally known to  
me or proved to me on the basis of satisfactory  
evidence to be the \_\_\_\_\_ of the Outside  
Jurisdiction the individual described whose name is  
subscribed to the within instrument, and  
acknowledged to me that he/she executed the same in  
his/her capacity as the \_\_\_\_\_ on behalf of the  
Outside Jurisdiction for the purposes herein  
mentioned.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

APPROVED AS TO FORM  
BY STANDARD TYPE OF CLASS  
BY THE OFFICE OF CORPORATION COUNSEL ON:  
September 22, 2010

## APPENDIX A

### SCOPE OF SERVICES

#### A. The Outside Jurisdiction's Requirements

1. The Outside Jurisdiction shall comply with the shipping and return guidelines as instructed by the OCME. In addition to such instructions, Outside Jurisdiction must:
  - i. carefully pack and properly identify the relevant specimens of unidentified remains, reference samples and/or exemplars sealed inside the packaging;
  - ii. prepare and affix an inventory receipt form to the outside of the package;
  - iii. send the OCME, either in the same package as the specimens of human remains, reference samples and/or exemplars or separately, a complete and clearly-marked copy of all laboratory notes and reports that any local laboratories have heretofore prepared in connection with its previous analysis of the unidentified human remains, reference samples and/or exemplars and of any other relevant accompanying documentation, such as scene photographs and reports and x-rays.
2. The Outside Jurisdiction must deliver the packages in person or via commercial carrier addressed to the OCME at:

Attention: Evidence Unit S107  
Office of Chief Medical Examiner  
Department of Forensic Biology  
DNA Missing Persons Unit  
421 East 26<sup>th</sup> Street  
New York, NY 10016

3. Any items received that are not properly packaged will be returned to the Outside Jurisdiction at its expense.

#### B. OCME Services

1. Members of the OCME FAU will perform analyses appropriate to the case. For identification of the decedent, this may include determination of the age, race, sex, and stature of the individual. Additional analyses documenting skeletal

trauma and/or pathological conditions may also be performed as part of the case analysis. Relevant information will be entered into the unidentified decedents' database of the National Missing and Unidentified Persons System. Forensic anthropological analysis may be performed to establish if the unidentified human remains are amenable to subsequent DNA analysis.

2. The OCME FAU shall use reasonable efforts to complete its analyses of the specimens within 90 days. When anthropological examination is concluded, the OCME FAU will prepare a formal report and forward the same to the Outside Jurisdiction.
3. The OCME DNA Missing Persons Unit will perform the appropriate DNA analyses to assist in the identification of the decedent and/or missing person for the Outside Jurisdiction. The DNA Missing Persons Unit will process post mortem samples and/or samples from the missing person or exemplars from relatives of the missing person using both STR and mitochondrial DNA analysis. The OCME will use its discretion in determining the appropriate DNA analyses. All eligible DNA profiles will be uploaded into CODIS under the appropriate indices: unidentified human remains, missing persons, and/or relatives of missing persons.
4. The Outside Jurisdiction understands that a sample may not yield sufficient DNA for analysis, that, if necessary, the DNA testing will completely consume the sample itself, and that after the initial testing, there may not be sufficient biological material remaining for any additional testing by the OCME or another party.
5. The Outside Jurisdiction represents and warrants that it has legal authority to possess and transmit to the OCME any exemplars that it will transmit to the OCME.
6. The DNA Missing Persons Unit shall use reasonable efforts to complete STR DNA testing within 60 days and mitochondrial DNA testing within 90 days. When testing is concluded, the DNA Missing Persons Unit will prepare a formal report and forward the same to the Outside Jurisdiction.
7. The Outside Jurisdiction represents and warrants that any entity or individual that it so designates has the lawful right to receive the information contained in any report issued by the OCME FAU or DNA Missing Persons Unit, including a DNA-related exemplar profile.
8. Upon issuance of a report(s), the Outside Jurisdiction agrees that it will retrieve the remaining specimens of human remains either in person or by providing the OCME with a prepaid package to be returned to the Outside Jurisdiction via commercial carrier.

9. In the event that the Outside Jurisdiction requires a copy of the entire Department of Forensic Biology case file in addition to a report, the Outside Jurisdiction agrees to pay for this additional service (see Appendix B).

C. Points of Contact

OCME representative appointed to discuss and consider activities that may be pursued under this Agreement:

**Unidentified Human Remains cases:**

Benjamin Figura, MA  
Director of Identification  
Office of Chief Medical Examiner  
520 1<sup>st</sup> Avenue  
New York, New York 10016  
Telephone: 212-447-2770  
Facsimile: 212-447-4339  
E-mail: [bfigura@ocme.nyc.gov](mailto:bfigura@ocme.nyc.gov)

**Missing Persons cases:**

Sheila Estacio Dennis, MS  
Criminalist IV, DNA Missing Persons  
NYC OCME, Forensic Biology  
421 E. 26th Street  
New York, NY 10016  
Telephone: 212-323-1290  
Facsimile: 212-323-1590  
Email: [sdennis@ocme.nyc.gov](mailto:sdennis@ocme.nyc.gov)

Outside Jurisdiction representatives appointed to discuss and consider activities that may be pursued under this Agreement:

**Administrative/Finance Contact:**

Yvonne Milewski, M.D.  
Chief Medical Examiner  
Office of the Medical Examiner  
Suffolk County Department of Health Services  
Forensic Sciences Building #487  
725 Veterans Memorial Highway  
Hauppauge, New York 11788  
Telephone: 631.853.5555  
Facsimile: 631.853.5537  
E-mail: [yvonne.milewski@suffolkcountyny.gov](mailto:yvonne.milewski@suffolkcountyny.gov)

Anthropology and/or DNA Contact:

Yvonne Milewski, M.D.  
Chief Medical Examiner  
Office of the Medical Examiner  
Suffolk County Department of Health Services  
Forensic Sciences Building #487  
725 Veterans Memorial Highway  
Hauppauge, New York 11788  
Telephone: 631.853.5555  
Facsimile: 631.853.5537  
E-mail: [yvonne.milewski@suffolkcountyny.gov](mailto:yvonne.milewski@suffolkcountyny.gov)

APPENDIX B  
FEE SCHEDULE<sup>1</sup>

1) <u>Case file copy</u>	\$0.25 / page plus shipping costs
2) <u>Expert witness</u> : Daily rate pursuant to paragraph 4.3 (exclusive of reasonable cost of transportation, hotel, and other incidental expenses associated with providing testimony to be paid pursuant to paragraph 4.2)	\$1,180 / first day \$700 / each additional day

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<sup>1</sup> The City reserves and retains the right to adjust the fee amounts in the fee schedule set forth in this appendix prior to execution of an agreement based on changes in ongoing costs, including labor costs.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 2040- 2010**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 2040 – 2010**

**TAX ANTICIPATION NOTE RESOLUTION NO. -2010  
RESOLUTION DELEGATING TO THE COUNTY  
COMPTROLLER THE POWERS TO AUTHORIZE THE  
ISSUANCE OF NOT TO EXCEED \$390,000,000 TAX  
ANTICIPATION NOTES OF THE COUNTY OF  
SUFFOLK, NEW YORK, IN ANTICIPATION OF THE  
COLLECTION OF TAXES LEVIED OR TO BE LEVIED  
FOR THE FISCAL YEAR COMMENCING JANUARY 1,  
2011, AND TO PRESCRIBE THE TERMS, FORM AND  
CONTENTS, AND PROVIDE FOR THE SALE AND  
CREDIT ENHANCEMENT OF SUCH NOTES**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY  
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF  
INTERGOVERNMENTAL RELATIONS, CERTIFY PURSUANT TO  
ARTICLE II, SECTION 2-12(A), AND ARTICLE III, SECTION 3-9 OF  
THE SUFFOLK COUNTY CHARTER, THAT THERE EXISTS A NEED  
FOR THE IMMEDIATE CONSIDERATION OF INTRODUCTORY  
RESOLUTION NO. 2040 – 2010, BECAUSE EXECUTION OF THIS  
RESOLUTION GIVES THE COMPTROLLER AND HIS STAFF  
SUFFICIENT TIME AT YEAR END TO COMPLETE FINANCING AND  
HAVE CASH TO THE COUNTY ON OR ABOUT THE FIRST  
BUSINESS DAY OF THE UPCOMING FISCAL YEAR.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND  
AND CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY  
THIS THIRD DAY OF NOVEMBER, 2010.**

  
**BRENDAN CHAMBERLAIN**  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

**RECEIVED**  
2010 NOV - 1 P 1:24  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
HAUPTAUSSCHUSS

**TAX ANTICIPATION NOTE RESOLUTION NO. -2010**

**RESOLUTION DELEGATING TO THE COUNTY COMPTROLLER THE POWERS TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$390,000,000 TAX ANTICIPATION NOTES OF THE COUNTY OF SUFFOLK, NEW YORK, IN ANTICIPATION OF THE COLLECTION OF TAXES LEVIED OR TO BE LEVIED FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2011, AND TO PRESCRIBE THE TERMS, FORM AND CONTENTS, AND PROVIDE FOR THE SALE AND CREDIT ENHANCEMENT OF SUCH NOTES**

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), the power to authorize the issuance of Tax Anticipation Notes (herein called the "Notes") of the County of Suffolk, in the State of New York (the "County" and "State", respectively), in the aggregate principal amount of not to exceed \$390,000,000, and any notes in renewal thereof, is hereby delegated to the County Comptroller, as chief fiscal officer of the County.

Section 2. The following matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes levied or to be levied for County purposes for collection for the fiscal year commencing January 1, 2011 and ending December 31, 2011, and the proceeds of the Notes shall be used only for the purposes for which said taxes are to be levied.

(b) No notes have heretofore been authorized or issued in anticipation of the collection of said taxes.

(c) Said Notes shall mature within the period of one year from the date of their issuance, and may be renewed from time to time in accordance with the provisions of the Law.

(d) The Notes are not issued in renewal of other notes.

Section 3. The Notes shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the County, and the faith and credit of the County shall be pledged to the punctual payment of the principal of and interest on the Notes and, unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the County and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00, 61.00 and 168.00 of the Law, inclusive, the powers to prescribe the terms, form and contents, and all other powers or duties pertaining or incidental to the sale and issuance of the Notes authorized pursuant hereto, or any renewals thereof, including the powers to enter into one or more letter of credit agreements or liquidity facility agreements for the Notes, are hereby delegated to the County Comptroller, as chief fiscal officer of the County.

Section 5. This resolution shall take effect immediately.

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date:

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION  
OFFICE OF THE COUNTY EXECUTIVE  
County of Suffolk

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail
- (3) Attach all pertinent backup material.

Submitting Department (Dept. Name & Location): Joseph Sawicki, Jr., Comptroller Audit and Control (9 <sup>th</sup> Floor) H. Lee Dennison Bldg., Hauppauge	Department Contact Person (Name & Phone No.): Geraldine Olson, Asst. Municipal Finance Adm. 853-5295
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Suggestion Involves:

Technical Amendment _____	New Program <u>  x  </u>
	Contract _____
Grant Award _____	New _____
	Rev. _____

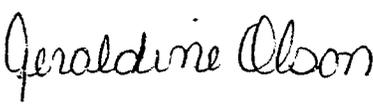
Summary of Problem: (Explanation of why this legislation is needed.)

Our annual request for enabling local legislation to approve issuing Tax Anticipation Notes of the County for the upcoming fiscal year to cover cash flow needs required for the first half of the fiscal year before real property tax revenues are turned over to the County Treasurer by the 10 Towns. This resolution is for fiscal year 2011.

Proposed Changes in Present Statute: (Please specify section when possible.)

PLEASE FILL IN REVERSE SIDE OF FORM

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation Delegating to the County Comptroller of the County of Suffolk, New York, the power to authorize the issuance of and to sell not exceeding \$390,000,000 Tax Anticipation Notes of said County in anticipation of the collection of real estate taxes or assessments levied or to be levied by said County for the fiscal year commencing January 1, 2011, and providing for other matters in connection therewith.		
3. Purpose of Proposed Legislation To issue tax anticipation notes for cash flow purposes to cover anticipated cash flow needs for the first half of fiscal 2011. The current 2011 estimated cash flow anticipates the issuance of \$370,000,000 in such tax anticipation notes in December 2010. The resolution has been written to provide sufficient latitude in principal should the cash flow require a larger infusion of funds based on any unforeseen event that might occur between the submission of the request for resolution and the borrowing itself. Final sizing will be based upon the adopted 2011 budget in conjunction with cash flow projection formulas.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact The notes will be issued on December 21, 2010 and mature on August 11, 2011 and will impact debt service in the 2011 operating budget. Estimated "gross" interest cost for the maturing note is estimated to be \$4,727,778. (\$370,000,000 x 2.00% gross coupon for 230 days/360). It is anticipated that a reasonable premium will be bid by the underwriters and that the net interest cost may be approximately 1.0%.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. Gross Interest cost in 2011 for the notes = \$4,727,778.		
8. Proposed Source of Funding Tax Anticipation Notes		
9. Timing of Impact One Year Impact - 2011		
10. Typed Name & Title of Preparer Geraldine Olson Assistant Municipal Finance Administrator Audit and Control	11. Signature of Preparer 	12. Date 10/12/10

COUNTY OF SUFFOLK



OFFICE OF THE COMPTROLLER

JOSEPH SAWICKI, JR.  
Comptroller

October 12, 2010

BY HAND

Mr. Kenneth A. Crannell  
Deputy County Executive for Administration  
H. Lee Dennison Office Building – 12<sup>th</sup> Floor  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

Dear Patrick:

SUBJECT: TAX ANTICIPATION NOTE RESOLUTION - \$390,000,000

Attached please find the above referenced resolution and fiscal impact statement. Same has been circulated to all parties via e-mail (CE RESO REVIEW) and is being hand delivered to you this date so the resolution may be considered by the County Legislature for adoption with the Operating Budget on November 3, 2010. I have requested that this resolution be made part of the Special Meeting Notice being sent to all Legislators relative to the November 3rd meeting. Titles of the electronic files are *Reso-A&C-2011 TAN, Backup-A&C-2011 TAN-175a* and *Backup-A&C-2011 TAN-175b*.

In order to facilitate adoption of this resolution with the Operating Budget I am **requesting a Certificate of Necessity**. Once the Recommended Budget is presented my staff requires a certain amount of time to review that document in order to generate Estimated Cash Flows for the upcoming fiscal year, in this case fiscal 2011. A Certificate of Necessity is normally granted by the County Executive in order to provide sufficient time at year end to enable us to complete the financing and have cash to the County on or about the first business day of the upcoming fiscal year.

Thank you for your immediate attention to this matter.

Sincerely,

Joseph Sawicki, Jr.  
Comptroller

Enclosures

C Christopher Kent, Chief Deputy County Executive  
Christina Capobianco, Chief Deputy Comptroller  
Connie Corso, Budget Director  
Geri Olson, Asst. Municipal Finance Administrator

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