

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1666 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1666 – 2011

**RESOLUTION NO. -2011, AMENDING RESOLUTION
NO. 560-2010 AND AMENDING THE 2011 CAPITAL
BUDGET AND PROGRAM TO INCREASE FUNDING IN
CONNECTION WITH IMPROVEMENTS TO NORTH
HIGHWAY, CR 39, FROM SUNRISE HIGHWAY TO
MONTAUK HIGHWAY, TOWN OF SOUTHAMPTON (CP
5528.311, PIN 075736)**

**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. 1666 – 2011, BECAUSE THE COUNTY WISHES TO EXPEDITE THIS
RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.**

Brendan R Chamberlain

**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

RECEIVED
2011 JUL 29 P 12:46
SUFFOLK COUNTY, N.Y.
COUNTY LEGISLATURE
HALL

1666

Intro. Res. No. - 2011

Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 560-2010 AND AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM TO INCREASE FUNDING IN CONNECTION WITH IMPROVEMENTS TO NORTH HIGHWAY, CR 39, FROM SUNRISE HIGHWAY TO MONTAUK HIGHWAY, TOWN OF SOUTHAMPTON (CP 5528.311)

WHEREAS, Resolution No. 560 of 2010 appropriated \$4,837,000 for construction and apportioned the share allocation as 80% Federal funds and 20% County funds; and

WHEREAS, New York State has subsequently implemented funding changes that increase funding for construction to \$5,085,000; and

WHEREAS, the County must first pass a resolution and have State and Local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County is required to first instance fund the entire cost of the project and subsequently receive reimbursement for the Federal and State Marchiselli portions based on actual expenditures; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said increase request under Capital Project 5528 and pursuant to the Suffolk County Charter, Section C4-13, and offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$248,000 in additional funding for Capital Project 5528; now, therefore, be it

1st RESOLVED, Resolution No. 345-2009 approved by the County Legislature issued a SEQRA Negative Declaration for the project, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (A) of the Suffolk County Charter to complete the Rehabilitation of CR 39, North Highway from Sunrise Highway to Montauk Highway (Phase 3); and be it further

4th RESOLVED, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5528
 Project Title: Improvements to CR 39, North Highway from Sunrise Highway to Montauk Highway (Phase 3)

	<u>Total Est'd Cost</u>	<u>Current 2011 Capital Budget & Program</u>	<u>Revised 2011 Capital Budget & Program</u>
3. Construction	\$1,017,000B	\$0B	\$50,000B
	<u>\$4,068,000F</u>	<u>\$0F</u>	<u>\$198,000F</u>
TOTAL	\$5,085,000	\$0	\$248,000

and be it further

5th RESOLVED, that the proceeds of \$50,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5528.311 (Fund 001 Debt Service)	50	Rehabilitation of CR 39, North Highway from Sunrise Highway to Montauk Highway (Phase 3)	\$50,000

and be it further

6th RESOLVED, that Federal Aid in the amount of \$198,000 be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5528.311	50	Rehabilitation of CR 39, North Highway from Sunrise Highway to Montauk Highway (Phase 3)	\$198,000

and be it further

7th RESOLVED, that the apportionment of the cost of Capital Project 5528.311, PIN 075736 be amended to reflect the additional funding to reflect the total increase of \$248,000 with a share allocation of 80% Federal reimbursement in the amount of \$198,000 and a 20% County share of \$50,000; and be it further

8th RESOLVED, that the apportionment of the total cost of Capital Project 5528.311, PIN 075736 be amended to reflect a total cost of \$5,085,000 with a share allocation of 80% Federal reimbursement in the amount of \$4,068,000, and a 20% County share of \$1,017,000; and be it further

9th RESOLVED, that the County Comptroller is hereby authorized and directed to limit the serial bond borrowing for the County share to \$50,000; and be it further

10th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any federal or state aid

received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of \$50,000 for the County share; and be it further

11th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding for up to \$198,000; and be it further

12th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total federal share of \$198,000; and be it further

13th RESOLVED, that the County Treasurer and the County Comptroller are authorized to accept Federal and State Marchiselli aid in connection with this project; and be it further

14th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1666

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<p>RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 560-2010 AND AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM TO INCREASE FUNDING IN CONNECTION WITH IMPROVEMENTS TO NORTH HIGHWAY, CR 39, FROM SUNRISE HIGHWAY TO MONTAUK HIGHWAY, TOWN OF SOUTHAMPTON (CP 5528.311)</p>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
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)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
Federal Highway Administration (FHWA) 80%, Suffolk County 20%. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	<i>Amy C Engel</i>	July 18, 2011

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1666

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$4,227	\$0.01		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$4,227	\$0.01		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

1666

Term of Bonds: 15
 Amount to Bond: \$50,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	\$2,663.11	\$1,564.23	\$4,227.34	\$4,227.34
			\$740.46	\$740.46	
11/9/2012	3.000%	\$2,746.42	\$740.46	\$3,486.88	\$4,227.34
			\$697.50	\$697.50	
11/10/2013	3.000%	\$2,832.35	\$697.50	\$3,529.84	\$4,227.34
			\$653.20	\$653.20	
11/10/2014	3.000%	\$2,920.95	\$653.20	\$3,574.15	\$4,227.34
			\$607.50	\$607.50	
11/10/2015	3.000%	\$3,012.34	\$607.50	\$3,619.84	\$4,227.34
			\$560.38	\$560.38	
11/9/2016	3.000%	\$3,106.58	\$560.38	\$3,666.96	\$4,227.34
			\$511.79	\$511.79	
11/9/2017	3.000%	\$3,203.76	\$511.79	\$3,715.55	\$4,227.34
			\$461.68	\$461.68	
11/10/2018	3.000%	\$3,303.99	\$461.68	\$3,765.67	\$4,227.34
			\$409.99	\$409.99	
11/10/2019	3.000%	\$3,407.36	\$409.99	\$3,817.35	\$4,227.34
			\$356.69	\$356.69	
11/9/2020	3.000%	\$3,513.95	\$356.69	\$3,870.65	\$4,227.34
			\$301.73	\$301.73	
11/9/2021	3.000%	\$3,623.89	\$301.73	\$3,925.62	\$4,227.34
			\$245.04	\$245.04	
11/10/2022	3.000%	\$3,737.26	\$245.04	\$3,982.30	\$4,227.34
			\$186.58	\$186.58	
11/10/2023	3.250%	\$3,854.18	\$186.58	\$4,040.76	\$4,227.34
			\$126.29	\$126.29	
11/9/2024	3.250%	\$3,974.76	\$126.29	\$4,101.05	\$4,227.34
			\$64.12	\$64.12	
11/9/2025	3.375%	\$4,099.11	\$64.12	\$4,163.22	\$4,227.34
		\$50,000.00	\$13,410.17	\$63,410.17	\$63,410.17

COUNTY OF SUFFOLK



1666

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

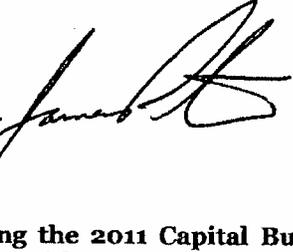
GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES K. PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner 

DATE: July 20, 2011

RE: **Amending Resolution 560-2010 and Amending the 2011 Capital Budget and Program to Increase Funding in Connection with Improvements to North Highway, CR 39, from Sunrise Highway to Montauk Highway, Town of Southampton (CP 5528.311, PIN 075736)**

Attached is a draft resolution and duplicate copy amending Resolution No. 560 of 2010, as well as amending the 2011 Capital Budget and Program to increase funding for the above referenced project. This resolution revises the apportionment of the funds for construction costs for Improvements to CR 39, North Highway.

Resolution 560-2010 appropriated \$4,837,000 and apportioned the share allocation as 80% Federal funds and 20% County funds. The State has subsequently implemented funding changes which increase the funding into the subject project's construction phase. This funding will re-allocate and increase funding for construction to \$5,085,000, 80% Federal funds (\$4,068,000) and 20% County funds (\$1,017,000).

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5528(CR39 Realloc Constr Aid).doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1667 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1667 – 2011

**RESOLUTION NO. -2011, APPROPRIATING FUNDS IN
CONNECTION WITH THE PURCHASE OF HYBRID
ELECTRIC VEHICLES OF VARIOUS MODELS FOR
COUNTY FLEET AND ACCEPTING FEDERAL AID
(CP5601)**

**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. 1667 – 2011, BECAUSE THE COUNTY WISHES TO EXPEDITE THIS
RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.**

Brendan R Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

2011 JUL 29 P 12:46
SUFFOLK COUNTY, N.Y.
CLERK OF COUNTY

1667

Intro. Res. No. - 2011
Introduced by the Presiding Officer on request of the County Executive

Laid on the Table 8/2/11

RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF HYBRID ELECTRIC VEHICLES OF VARIOUS MODELS FOR COUNTY FLEET AND ACCEPTING FEDERAL AID (CP 5601)

WHEREAS, the Commissioner of Public Works has requested funds for the purchase of up to sixty (60) hybrid electric vehicles of various models for County fleet (as per attached Exhibit "A"); and

WHEREAS, there are sufficient funds within the 2011 Capital Budget and Program to cover the cost of said request; and

WHEREAS, the County must first pass a resolution and have State and Local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal portion; and

WHEREAS, there are Federal funds available from the Federal Highway Administration (Congestion Mitigation Air Quality – CMAQ) for this project, identified as PIN 082635, Purchase Hybrid Electric Vehicles of Various Models for County Fleet in the amount of \$1,375,000, with a share allocation of eighty (80%) percent Federal funds (\$1,100,000) and twenty (20%) percent County funds (\$275,000); and

WHEREAS, these vehicles are in accordance with Section 186-2(B)(6) of the Suffolk County Code and in accordance with the County vehicle standard; and

WHEREAS, Resolution No. 321-2003 requires that no vehicle shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature"; and

WHEREAS, Resolution 847-2006 established minimum gasoline mileage rations for non-exempt vehicles; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$1,375,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5(c) (25) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution concerns a purchase of materials other than land, radioactive material, pesticides, herbicides or other hazardous materials and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that no appropriations shall be expended, encumbered or authorized, until the County is in receipt of the Federal Authorization of the acquisition of these Hybrid Vehicles; and be it further

3rd RESOLVED, that it is hereby determined that this project, with a priority ranking of eighty-four (84) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

4th RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2(A) of the Suffolk County Charter to complete the purchase of Hybrid Electric Vehicles; and be it further

5th RESOLVED, that the proceeds of \$275,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5601.512 (Fund 001 Debt Service)	50	Purchase of Hybrid Electric Vehicles	\$275,000

and be it further

6th RESOLVED, that Federal Aid in the amount of \$1,100,000 be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5601.512	50	Purchase of Hybrid Electric Vehicles	\$1,100,000

and be it further

7th RESOLVED, that the County Comptroller is directed to limit the serial bond borrowing to the County share of \$275,000; and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of \$1,100,000; and be it further

9th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of \$1,100,000; and be it further

10th RESOLVED, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

11th RESOLVED, that the County Legislature hereby authorized the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality participation in the above referenced project.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1667

Proposed Hybrid Purchases - 2011*

(Exhibit "A")

DEPT.	APPROP	TOYOTA PRIUS HYBRID	FORD FUSION HYBRID	FORD ESCAPE HYBRID	HYBRID PICKUP	TOTAL
DPW	1490				1	1
DPW	1494			4	2	6
DPW	5110			1		1
	5130			1		1
	5132	1				1
	8113			1		1
	8197			2		2
	8199			1		1
DIS	1165	4				4
EXE	1230	1				1
DSS	6005			1		1
	6010			6		6
HSV	4330	1				1
HSV	4508	1				1
HSV	4720	1		1		2
HSV	4813	1				1
LEG	1010			1		1
PKS	7110			1		1
PKS-PD	7110			2		2
POL	3120		7			7
POL	3121		11			11
PRO	3140			3		3
<i>unit amount</i>		10	18	25	3	56
<i>unit cost</i>		\$21,575.00	\$26,958.45	\$30,269.00	\$36,355.00	
TOTAL		\$215,750.00	\$485,252.10	\$756,725.00	\$109,065.00	\$1,566,792.10

**It may be necessary to add and/or substitute vehicles due to budgeting, changes in priorities or other requirements to be determined by this Department*

4/11/2011

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1667

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$60,048	\$0.11		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$60,048	\$0.11		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County
General Obligation Serial Bonds
Level Debt

1667

Term of Bonds 5
 Amount to Bond: \$275,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	\$51,797.51	\$8,250.00	\$60,047.51	\$60,047.51
			\$3,348.04	\$3,348.04	
11/9/2012	3.000%	\$53,351.43	\$3,348.04	\$56,699.47	\$60,047.51
			\$2,547.77	\$2,547.77	
11/10/2013	3.000%	\$54,951.98	\$2,547.77	\$57,499.74	\$60,047.51
			\$1,723.49	\$1,723.49	
11/10/2014	3.000%	\$56,600.53	\$1,723.49	\$58,324.02	\$60,047.51
			\$874.48	\$874.48	
11/10/2015	3.000%	\$58,298.55	\$874.48	\$59,173.03	\$60,047.51
		\$275,000.00	\$25,237.54	\$300,237.54	\$300,237.54

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1667

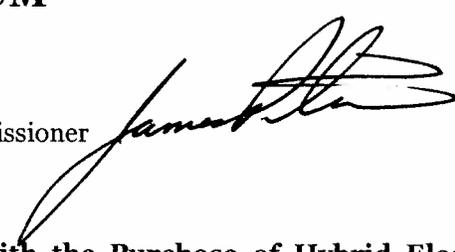
DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner 

DATE: May 12, 2011

RE: **Appropriating Funds in Connection with the Purchase of Hybrid Electric Vehicles of Various Models for County Fleet and Accepting Federal Aid (CP 5601, PIN 082635)**

Attached are a draft resolution and duplicate copy to appropriate the sum of \$1,375,000 for purchases in connection with the above referenced project. There are sufficient funds included in the 2011 Capital Budget and Program for this project.

The project proposes to purchase up to sixty (60) Hybrid Electric Vehicles, as there Federal funds available from the Federal Highway Administration (Congestion Mitigation Air Quality – CMAQ) for these purchases.

This is a Federally funded project. Mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title “Reso-DPW-CP5601(Purchase Hybrid Veh).doc”.

JKP/WH/td
attach.

- cc: Chris Kent, Chief Deputy County Executive
- Brendan Chamberlain, County Executive Assistant
- Debra Kolyer, Principal Financial Analyst
- William Hillman, P.E., Chief Engineer
- Laura Conway, CPA, Chief Accountant
- Kathy LaGuardia, Capital Accounting
- Robert Murphy, Public Works Capital Project Manager
- Theresa D’Angelo, Principal Clerk

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1668 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1668 – 2011

**RESOLUTION NO. -2011, AMENDING THE 2011
CAPITAL BUDGET AND PROGRAM AND
APPROPRIATING FUNDS IN CONNECTION WITH THE
PURCHASE OF COMPRESSED NATURAL GAS (CNG)
VEHICLES OF VARIOUS MODELS FOR COUNTY FLEET
AND ACCEPTING FEDERAL AID (CP 5602)**

**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. 1668 – 2011, BECAUSE THE COUNTY WISHES TO EXPEDITE THIS
RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.**

Brendan R. Chamberlain

**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

2011 JUL 29 P 12:49
SUFFOLK COUNTY, N.Y.
CLERK OF COUNTY

1668

Intro. Res. No. - 2011
Introduced by the Presiding Officer on request of the County Executive

Laid on the Table 8/2/11

**RESOLUTION NO. - 2011, AMENDING THE 2011
CAPITAL BUDGET AND PROGRAM AND APPROPRIATING
FUNDS IN CONNECTION WITH THE PURCHASE OF
COMPRESSED NATURAL GAS (CNG) VEHICLES OF
VARIOUS MODELS FOR COUNTY FLEET AND ACCEPTING
FEDERAL AID (CP 5602)**

WHEREAS, the Commissioner of Public Works has requested funds for the purchase of up to one hundred thirty four (134) Compressed Natural Gas (CNG) vehicles of various models for County fleet (as per attached Exhibit "A"); and

WHEREAS, there are Federal funds available from the Federal Highway Administration (Congestion Mitigation Air Quality – CMAQ) for this project, identified as PIN 082633, Purchase Compressed Natural Gas (CNG) Vehicles in the amount of \$2,250,000, with a share allocation of eighty (80%) percent Federal funds (\$1,800,000) and twenty (20%) percent County funds (\$450,000); and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal portion; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said request under Capital Project 5602 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

WHEREAS, these vehicles are in accordance with Section 186-2(B)(6) of the Suffolk County Code and in accordance with the County vehicle standard; and

WHEREAS, Resolution No. 321-2003 requires that no vehicle shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature"; and

WHEREAS, Resolution 847-2006 established minimum gasoline mileage rations for non-exempt vehicles; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$2,250,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5(c) (25) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the

resolution concerns a purchase of materials other than land, radioactive material, pesticides, herbicides or other hazardous materials and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that no appropriations shall be expended, encumbered or authorized, until the County is in receipt of the Federal Authorization for the acquisition of these Compressed Natural Gas (CNG) vehicles; and be it further

3rd RESOLVED, that it is hereby determined that this project, with a priority ranking of eighty-one (81) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

4th RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2(A) of the Suffolk County Charter to complete the purchase of Compressed Natural Gas (CNG) vehicles; and be it further

5th RESOLVED, that the proceeds of \$450,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5602.513 (Fund 001 Debt Service)	50	Purchase of Compressed Natural Gas (CNG) Vehicles	\$450,000

and be it further

6th RESOLVED, that Federal Aid in the amount of \$1,800,000 be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5602.513	50	Purchase of Compressed Natural Gas (CNG) Vehicles	\$1,800,000

and be it further

7th RESOLVED, that the County Comptroller is directed to limit the serial bond borrowing to the County share of \$450,000; and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of \$1,800,000; and be it further

9th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of \$1,800,000; and be it further

10th RESOLVED, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

11th RESOLVED, that the County Legislature hereby authorized the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality participation in the above referenced project.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1668

Proposed CNG Purchases - 2011*

(Exhibit "A")

DEPT.	APPROP	Pickup	Pickup 4X4	Pickup 4X2	Cargo Van	Van	Mini-van	Passenger Van	TOTAL
DPW	1164	1							1
DIS	1165	1			1				2
CLK	1410					2			2
DPW	1490	2	2						4
DPW	1494	2	2			6			10
DPW	1495		4						4
DPW	1660					3			3
SHF	3110		2			2		4	8
POL	3120	1			1	3			5
POL	3121	1			4	8			13
FRE	3400	1							1
HSV	4005				1	1			2
HSV	4015	1							1
HSV	4331						1		1
HSV	4400	3	14	3					20
HSV	4720	1							1
DPW	5110	1	4						5
DPW	5130		3						3
DPW	5131		1			1			2
ECD	5610	1							1
DSS	6005				1	2			3
DSS	6010						2		2
CONS	6610					1			1
PKS	7110	6	5			1			12
PLN	8030	1							1
DPW	8113	1	1			1			3
DPW	8197	1	4			1			6
DPW	8198	1	2						3
DPW	8199	7	6						13
EVE	8715	1							1

<i>unit amount</i>	34	50	3	8	32	3	4	134
<i>unit cost</i>	TBD							
TOTAL	TBD							

*It may be necessary to add and/or substitute vehicles due to budgeting, changes in priorities or other requirements to be determined by this Department

5/13/2011

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1668

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$98,260	\$0.18		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$98,260	\$0.18		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

1668

Term of Bonds: 5
 Amount to Bond: \$450,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	\$84,759.56	\$13,500.00	\$98,259.56	\$98,259.56
			\$5,478.61	\$5,478.61	
11/9/2012	3.000%	\$87,302.34	\$5,478.61	\$92,780.95	\$98,259.56
			\$4,169.07	\$4,169.07	
11/10/2013	3.000%	\$89,921.41	\$4,169.07	\$94,090.49	\$98,259.56
			\$2,820.25	\$2,820.25	
11/10/2014	3.000%	\$92,619.06	\$2,820.25	\$95,439.31	\$98,259.56
			\$1,430.96	\$1,430.96	
11/10/2015	3.000%	\$95,397.63	\$1,430.96	\$96,828.59	\$98,259.56
		\$450,000.00	\$41,297.79	\$491,297.79	\$491,297.79

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1668

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner 

DATE: May 12, 2011

RE: **Amending the 2011 Capital Budget and Program and Appropriating Funds in Connection with the Purchase of Compressed Natural Gas (CNG) Vehicles of Various Models for County Fleet and Accepting Federal Aid (CP 5602, PIN 082633)**

Attached is a draft resolution and duplicate copy to appropriate the sum of \$2,250,000 for purchases in connection with the above referenced project. There are no funds included in the 2011 Capital budget and program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

The project proposes to purchase up to one hundred thirty four (134) Compressed Natural Gas (CNG) vehicles, as there are Federal funds available from the Federal Highway Administration (Congestion Mitigation Air Quality – CMAQ) for these purchases.

This is a Federally funded project. Mandated milestones must be met in insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5602(Purchase CNG Veh).doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Debra Kolyer, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1669 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1669 – 2011

**RESOLUTION NO. -2011, APPROPRIATING FUNDS IN
CONNECTION WITH THE COUNTY SHARE FOR
PARTICIPATION IN THE CONSTRUCTION OF
COMPRESSED NATURAL GAS (CNG) FUELING
FACILITIES (CP 5603, PIN 075961)**

**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. 1669 – 2011, BECAUSE THE COUNTY WISHES TO EXPEDITE THIS
RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.**



**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

2011 JUL 29 2:16 PM
SUFFOLK COUNTY
CLERK OF SUPERIOR COURT
RECEIVED

RESOLUTION NO. -2011, APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN THE CONSTRUCTION OF COMPRESSED NATURAL GAS (CNG) FUELING FACILITIES (CP 5603, PIN 075961)

WHEREAS, the Commissioner of Public Works has requested funds for Design in connection with Construction of Compressed Natural Gas (CNG) Fueling Facilities; and

WHEREAS, there are Federal funds available from the Federal Highway Administration for this project, identified as PIN 075961, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80) Federal funds and twenty percent (20) County funds; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal portion; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said request under Capital Project 5603 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$500,000 in Suffolk County Serial Bonds; now, therefore be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (20) and (21) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that no appropriations shall be expended, encumbered or authorized, until the County is in receipt of the Federal Authorization for the design in connection with the construction of Compressed Natural Gas (CNG) Fueling Facilities; and be it further

3rd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of eighty-one (81) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

4th **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (A) of the Suffolk County Charter to complete Construction of Compressed Natural Gas (CNG) Fueling Facilities; and be it further

5th **RESOLVED**, that the proceeds of \$100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5603.110 (Fund 001-Debt Service)	50	Design For Construction of Compressed Natural Gas Fueling Facilities	\$100,000

and be it further

6th **RESOLVED**, that Federal Aid in the amount of \$400,000 be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5603.110	50	Design For Construction of Compressed Natural Gas Fueling Facilities	\$400,000

7th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of \$100,000; and be it further

8th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of \$400,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of \$400,000; and be it further

10th **RESOLVED**, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

11th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1669

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN THE CONSTRUCTION OF COMPRESSED NATURAL GAS (CNG) FUELING FACILITIES (CP 5603, PIN 075961)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> 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		
80% Federal funding through the Federal Highway Administration (FHWA), 20% County funding. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
80% Federal funding and 20% County funding through serial bonds. The County Comptroller is authorized to issue bond anticipation notes to cover the Federal share.		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst		July 14, 2011

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1669

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$21,835	\$0.04		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$21,835	\$0.04		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

1669

Term of Bonds: 5
 Amount to Bond: \$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	\$18,835.46	\$3,000.00	\$21,835.46	\$21,835.46
			\$1,217.47	\$1,217.47	
11/9/2012	3.000%	\$19,400.52	\$1,217.47	\$20,617.99	\$21,835.46
			\$926.46	\$926.46	
11/10/2013	3.000%	\$19,982.54	\$926.46	\$20,909.00	\$21,835.46
			\$626.72	\$626.72	
11/10/2014	3.000%	\$20,582.01	\$626.72	\$21,208.73	\$21,835.46
			\$317.99	\$317.99	
11/10/2015	3.000%	\$21,199.47	\$317.99	\$21,517.47	\$21,835.46
		\$100,000.00	\$9,177.29	\$109,177.29	\$109,177.29

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1669

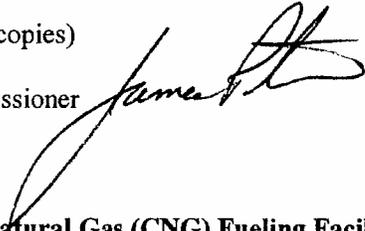
DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive (2 copies)

FROM: James Peterman, P.E., Chief Deputy Commissioner 

DATE: June 29, 2011

RE: CP 5603 – Construction of Compressed Natural Gas (CNG) Fueling Facilities

Attached for your review is a draft resolution for the 2011 Capital Program, appropriating the sum of \$500,000.00 into Planning for new CNG fueling stations. This resolution is part of a matching 80% Federal funds program under Suffolk County's Transportation Improvement Plan (TIP) administered by the New York State Department of Transportation (NYSDOT). The planning funds will be used to determine the most appropriate locations for two (2) new CNG fueling facilities, and provide design and construction phase consulting services for same.

This \$500,000.00 was initially envisioned to be appropriated into CP 5604 – Upgrade of Public Works Repair Garages for Compressed Natural Gas (CNG) Vehicle Maintenance. However, the NYSDOT/FHWA has recently determined that the federal funding is not eligible for this type of project. Since the funding is available this year in Suffolk County's TIP, we are shifting it to a more appropriate project.

This work is considered a Type II Action under SEQRA in that is for planning and design.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 5603 Design of Compressed Natural Gas Fueling Facilities.doc.

JP/rjm
attachments

cc: Christopher Kent, Chief Deputy County Executive
Ed Dumas, Chief Deputy County Executive
Gilbert Anderson, P.E., Commissioner
Tedd Godek, R.A., County Architect, Buildings Design & Construction
Michael J. Monaghan, P.E., Chief Engineer
James J. Ingenito, R.A., Public Works Capital Projects Manager
Kathy LaGuardia, Executive Director for Finance & Administration
Laura Conway, CPA, Chief Accountant
Robert J. Murphy, Public Works Special Projects Supervisor
Brendan Chamberlain, Director of Intergovernmental Relations
CE RESO Review (e-mail)

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1670 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1670 – 2011

RESOLUTION NO. -2011, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 39, NORTH ROAD IN THE VICINITY OF FLYING POINT ROAD CROSSING, TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK (CP 5528)

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. 1670 – 2011, BECAUSE THE COUNTY WISHES TO EXPEDITE THIS RESOLUTION TO MAXIMIZE FEDERAL AID.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS SECOND DAY OF AUGUST, 2011.

Brendan R Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECORDED
2011 JUL 29 P 12:49
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
THIRDPAGE

1670

Intro. Res. No. - 2011
Introduced by the Presiding Officer on request of the County Executive

Laid on the Table 8/2/11

RESOLUTION NO. - 2011, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 39, NORTH ROAD IN THE VICINITY OF FLYING POINT ROAD CROSSING, TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK (CP 5528)

WHEREAS, pursuant to Section 91 of the Railroad Law, a petition for a Public Hearing was requested on July 29, 2010, seeking an order directing alterations of the at-grade crossing of CR 39, North Road in the Town of Southampton; and

WHEREAS, a Public Hearing was held with respect to this petition on August 18, 2010; and

WHEREAS, as a result of this public hearing, it was determined that the modifications proposed will enhance safety and be in the public interest (Exhibit A); and

WHEREAS, it is necessary for the County of Suffolk and the MTA/LIRR to enter into an agreement allowing entry onto lands owned by the railroad, and to allow the railroad to perform work requested by the County to accomplish this project (Exhibit B);

WHEREAS, there is sufficient funding available to progress the work required of the MTA/LIRR for this project; now, therefore be it

1st RESOLVED, Resolution No. 345-2009 approved by the County Legislature issued a SEQRA Negative Declaration for the project, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, subject to the approval of the County Attorney, to execute an Entry Agreement, substantially similar to the agreement attached to this resolution, with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for said project, and to execute any and all contract documents related to this project, on behalf of the County of Suffolk providing for Suffolk County's participation in the above referenced project; and be it further

4th RESOLVED, that the Entry Agreement and all other contract documents shall be subject to the approval of the County Attorney.

DATED:

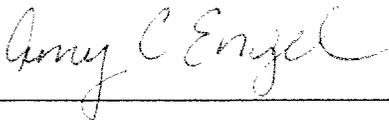
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1670

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<p>RESOLUTION NO. - 2011, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 39, NORTH ROAD IN THE VICINITY OF FLYING POINT ROAD CROSSING, TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK (CP 5528)</p>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	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		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
There is no fiscal impact from this resolution which simply authorizes an Entry Agreement onto LIRR property. A separate appropriating resolution will follow to authorize funding for this capital project.		
8. Proposed Source of Funding		
There is no fiscal impact from this resolution which simply authorizes an Entry Agreement onto LIRR property.		
9. Timing of Impact		
2011		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst		July 18, 2011

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1670

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 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 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1670

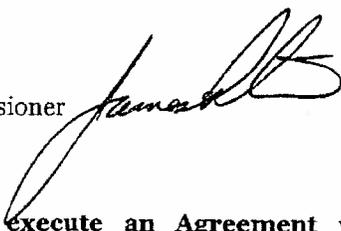
DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner 

DATE: July 7, 2011

RE: **Authorizing the County Executive to execute an Agreement with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for Entry Upon Lands owned by Railroads, in Connection with Improvements to CR 39, North Road in the Vicinity of Flying Point Road Crossing, Town of Southampton (CP 5528)**

Attached is a draft resolution and duplicate copy authorizing the County Executive to enter into an agreement with the MTA/LIRR to allow entry and at-grade railroad crossing improvements in connection with the above referenced project.

Pursuant to a Public Hearing held on August 18, 2010, a determination was made that the modifications proposed will enhance safety and be in the public interest.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5528-CR39 LIRR Agreement.doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

This is to certify that the foregoing is a true and complete copy of a record on file with the New York State Department of Transportation.

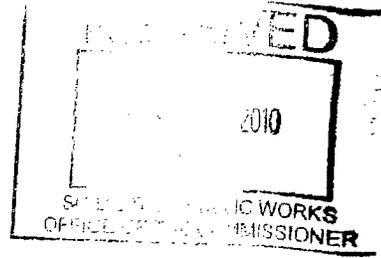
1670

10/13/10
(Date)

[Handwritten Signature]
(Signature)

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

Admin. Aide
(TITLE)



At the Offices of the Department
of Transportation in the County of
Albany on October 12, 2010

PRESENT:

CLIFFORD THOMAS, Acting Director
Office of Modal Safety and Security

CASE 38060 – Petition of Suffolk County, pursuant to Section 91 of the Railroad Law, for an order directing alteration of the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road at Mile Post 89.29 (US DOT #338 109D).

* * *

A Petition having been filed by Suffolk County, pursuant to Section 91 of the Railroad Law, on July 29, 2010, seeking an order directing alterations of the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road, at Mile Post 89.29 (US DOT #338 109D); and a hearing after due notice having been held with respect to the petition on August 18, 2010; and it having been determined that the modifications proposed at the said at-grade crossing will enhance safety and be in the public interest, and that the modifications as depicted on Exhibit 1 in evidence in this proceeding should be ordered, to include an extension of the crossing surface width, the relocation of one gate on the east side of the highway, the installation of a separate pedestrian gate, and the installation by the railroad of a cantilevered structure with flashers that overhangs the eastbound lanes; and it having further been determined that prior to construction, final plans for the said modifications should be submitted to the New York State Department of Transportation for review, it is

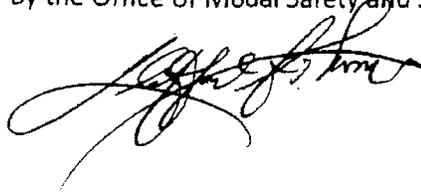
ORDERED:

1. That the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road, be modified substantially as depicted on Exhibit 1 in evidence in this proceeding, consisting of an extension of the crossing surface width, the relocation of an existing gate with a pedestrian back arm in the southwest quadrant of the said crossing, the installation of a separate pedestrian gate in the southeast quadrant of the crossing, and the installation by the railroad of a cantilevered structure with flashers that overhangs the eastbound lanes.

2. That prior to construction, final plans be submitted by the petitioner to the New York State Department of Transportation for review.

By the Office of Modal Safety and Security

PSL

A handwritten signature in black ink, appearing to be "James J. ...", written over the typed text "By the Office of Modal Safety and Security".

1670

ADOPTED: October 12, 2010

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

CASE 38060 – Petition of Suffolk County, pursuant to Section 91 of the Railroad Law, for an order directing alteration of the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road at Mile Post 89.29 (US DOT #338 109D).

PETITIONER'S ADDRESS:

Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980.

APPEARANCES:

Russ Mackey, P.E., Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980, appearing for petitioner.

Bruce D. Feldman, Esq., Chief Counsel (by Donna K. Hintz, Esq., Associate Attorney), New York State Department of Transportation, Division of Legal Affairs, 50 Wolf Road, Albany, New York 12232, attorneys for the Department of Transportation.

Stephen Papandon, Esq., Long Island Rail Road, Jamaica Station Building, Jamaica, New York 11435-4380, attorney for the Long Island Railroad.

Michael Sendlenski, Esq., Assistant Town Attorney, Town of Southampton, 116 Hampton Road, Southampton, New York 11968, attorney for the Town of Southampton.

PETER S. LOOMIS, Chief Administrative Law Judge:

By petition dated July 26, 2010, and filed pursuant to Section 91 of the Railroad Law on July 29, 2010, Suffolk County sought an order of the Commissioner directing alterations of the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road, at Mile Post 89.29 (US DOT #338 109D). A hearing on the matter was scheduled for August 18, 2010, and the Notice of Hearing was published in *Newsday*, a newspaper published on a daily basis in Queens, Nassau and Suffolk Counties on August 4, 2010. An affidavit of publication is in the record. In addition, the Notice of Hearing was served by First Class Mail on approximately 30 government officials, property owners and others deemed to have a potential interest in the outcome of the proceeding. None of these was returned as undeliverable.

At the hearing, sworn testimony was received from three witnesses, and two individuals made statements for the record at the conclusion of the testimony. One exhibit was received in

evidence. Those testifying were Russ Mackey, licensed professional civil engineer employed by petitioner Suffolk County; Peter Henderson, a Project Manager in the Signal Department of the Long Island Rail Road at Jamaica Station; and Michael LaPorta, a Civil Engineer II employed by the New York State Department of Transportation (NYSDOT) at its Regional Office in Hauppauge, Suffolk County, and who is also the Regional Rail Coordinator. Mark Volinski, representing his employer Buzz Chew Chevrolet, offered a comment for the record, as did Michael Hillman, Chief Engineer for the Suffolk County Department of Public Works. Although the record remained opened subsequent to the hearing until September 20, 2010 for a submission by the Long Island Rail Road, no such filing was received.

Testifying on behalf of the petitioner, Russ Mackey stated that the proposed alterations at the grade crossing of County Route 39 are part of a larger project, extending from North Sea Road (County Route 38) to the Montauk Highway (NY Route 27A), involving the installation of a second eastbound lane. Mackey sponsored Exhibit 1 in evidence, a copy of which is attached at Appendix A, and which details the changes proposed at the crossing. As may be observed from Appendix A, once the project is completed the roadway will have two six foot shoulders, one westbound lane twelve feet in width, a four foot striped median, and two twelve foot lanes heading in the eastbound direction. Additional concrete pads to extend the crossing surface will be placed on both sides of the crossing, although the pads on the north (LIRR Montauk bound) side will relate to a future project to widen the westbound portion of the road. In addition, on the south (LIRR New York City bound) side of the crossing, there will be a new five foot wide sidewalk. All of the work will be confined to the existing railroad right-of-way, the project will be funded with a combination of federal and county funds, and the expectation is that construction will start in 2011.

The existing railroad gate will be maintained on the north side of the crossing, while the existing gate on the south side of the crossing will be relocated and the arm lengthened. Additionally, a new pedestrian gate would also be installed on the south side of the crossing on the opposite side of the tracks. Additionally, Mackey stated, the Long Island Rail Road has offered "...to put in also a cantilever structure which would overhang the eastbound lanes as a further notification for motorists as they approach the grade crossing." (Transcript, page 12, lines 9 – 13) LIRR's counsel also noted that the railroad now uses a cantilever signal system "...whenever there is a two-lane roadway. So especially if there are trucks in one of the lanes, the car behind the truck is able to actually see the crossing signals because they are above the roadway." (Transcript, page 17, lines 1 – 6)

Peter Henderson, a Project Manager in the Signal Department of the Long Island Rail Road, testified that when the roadway is widened, the existing gate on the south side of the crossing will be relocated, and the gate will have a back arm for the pedestrian sidewalk. The horizontal cantilevered arm above the two eastbound lanes will also have flashers in addition to the flashers mounted on the gate mast. There will be a separate gate for pedestrians only on the other side of the tracks. Two ten foot concrete pads will be installed on the southern side of the crossing to extend the width of the crossing surface, and additional pads, as previously indicated, will be installed on the northern side in anticipation of a future project to widen the

westbound lanes. During installation of the new crossing pads, it will be necessary to close the crossing for a minimum of 12 hours and a detour will be established. Installation of the additional pads on the north side of the crossing is also being done so that all the pads can be placed at one time while the crossing is closed. Henderson testified that there are approximately six trains a day operating through the crossing moving at 45 miles per hour.

Michael LaPorta is a Licensed Professional Engineer in the Program and Planning Management Group of NYSDOT's Hauppauge Office, and as Regional Rail Coordinator, is familiar with the proposed project. LaPorta testified that the annual average daily traffic (AADT) at the site of the crossing is approximately 25,000 vehicles, and that the area is generally commercial in nature. LaPorta stated that NYSDOT concurs with the proposed modifications to the crossing inasmuch as the project will improve vehicular capacity on the roadway and also have safety benefits. LaPorta did note that although preliminary plans had been reviewed by the Main Office Grade Crossing Safety Section, that final plans would also need to be submitted to NYSDOT for review.

At the conclusion of the testimony, Mark Volinski, representing his employer Buzz Chew Chevrolet, stated that the dealership is on the south side of Settler's Path, and that the business would be impacted by any closure of County Route 39 during construction. It was suggested that Volinski speak with the County and its consultant as to these concerns. Finally, Michael Hillman, the Chief Engineer for petitioner, noted that it was the County's intent to commence construction in the spring of 2011, and that the County would work with the railroad and the community to minimize any adverse impacts during the period of construction.

Discussion and Recommendation:

The petition of Suffolk County filed pursuant to Section 91 of the Railroad Law seeks an order of the Commissioner directing certain alterations of the at-grade crossing of Route 39 over the tracks of the Long Island Rail Road. The proposed modifications at the grade crossing are part of a larger project to increase capacity along a portion of County Route 39 by the addition of a second eastbound lane. The added lane will require the widening of the crossing by the installation of additional crossing pads, together with the relocation and extension of one gate and the installation of a separate pedestrian gate for the proposed sidewalk. The east and westbound lanes will be separated by a striped median through the crossing and the railroad will also install a cantilevered structure with flashers overhanging the eastbound lanes.

Based upon the record, it is concluded that the proposed modifications to the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road, at Mile Post 89.29, will improve safety and are in the public interest. It is accordingly recommended that an order be adopted in this proceeding providing that the at-grade crossing in question be modified substantially as depicted on Exhibit 1 in evidence on this proceeding, to include an extension of the crossing surface width, the relocation of one gate with a pedestrian back arm in the southwest quadrant of the crossing, and the installation of a separate pedestrian gate in the southeast quadrant of the crossing. It

1670

Case 38060

is further recommended that the railroad install a cantilevered structure with flashers that overhangs the eastbound lanes. Finally, it is recommended that the order provide that before construction is undertaken, the final plans for the said modifications be submitted to this Department for review.

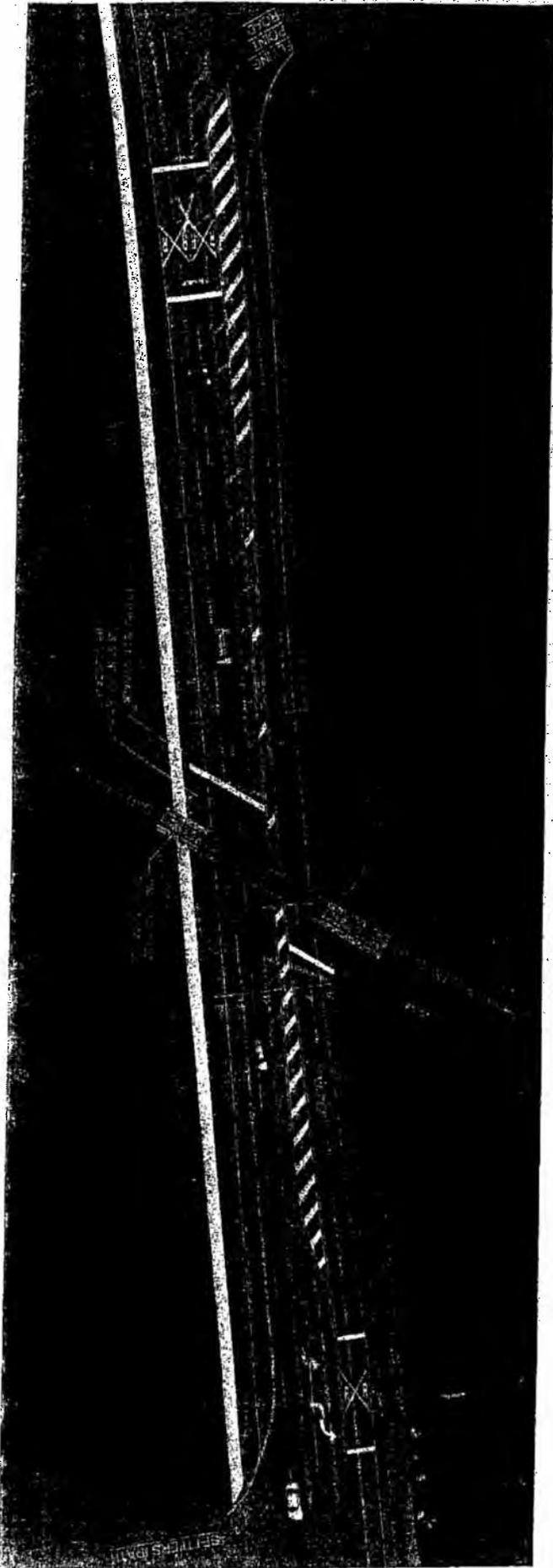
September 23, 2010

PSL:ll

A handwritten signature in black ink, appearing to read "Peter K.", is centered on the page. The signature is written in a cursive style with a large initial "P" and a long horizontal stroke at the end.

1670

38060
Appendix A



EX.#1
38060

DATE: 11/11/11

BY: [Signature]

NORTH ARROW



DUNNE
ENGINEERING
ASSOCIATES, P.C.
 Consulting Engineers

100 West 10th Street
 New York, NY 10011
 Tel: 212-368-1100
 Fax: 212-368-1101
 www.dunne.com

COUNTY OF SUFFOLK
 DEPARTMENT OF PUBLIC WORKS
 1188 GRADY CROSSING 389-1099
 COUNTY ROAD 39 (EATING POINT ROAD)

1670

Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528

**AGREEMENT FOR ENTRY UPON LANDS OWNED BY RAILROADS
AND FOR CHANGES OF FACILITIES**

This Agreement made this 15th day of June, 2011 by and between **Suffolk County Department of Public Works (SCDPW)** (hereinafter called "PROJECT SPONSOR"), whose office is at **335 Yaphank Avenue Yaphank, NY 11980** in the and County of **Suffolk**, State of New York; and the **Metropolitan Transportation Authority (MTA), Agency (Railroad)** (hereinafter called "COMPANY"), a corporation organized under and existing by virtue of the laws of the State of **New York** and having its general office at **93-59 183rd Street, Department 3146 Hollis, NY 11423** (Railroad address).

TERM OF AGREEMENT: The term of this Agreement shall commence on the date of full execution and shall expire upon completion of the Work unless sooner terminated as provided in the Agreement.

TOTAL COST OF AGREEMENT: Shall not exceed **\$627,818.00 (Six Hundred Twenty Seven Thousand Eight Hundred Eighteen and 00/100 Dollars)**.

TERMS AND CONDITIONS: Shall be as set forth in Exhibits A through D of this Agreement.

Metropolitan Transportation Authority

County of Suffolk

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Legality:
Christine Malafi, County Attorney

Recommended by:
Department of Public Works

By: _____

By: _____

Name: _____
Assistant County Attorney

Name: _____
Commissioner

Date: _____

Date: _____

1670

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking
acknowledgement)

1670

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

Exhibit A

WHEREAS, the COMPANY is the owner of certain lands and premises constituting its right-of-way, in Town of Southampton of New York, and over which it operates its railroad; and

WHEREAS, the PROJECT SPONSOR has prepared plans and specifications for a project described as follows: CR 39, North Road Reconstruction from CR 38, North Sea Road to NY 27, Montauk Highway, PIN 075736, CP 5528.311 (hereinafter called "PROJECT"); and

WHEREAS, the PROJECT SPONSOR has acquired or will acquire the necessary lands and easements therefore and intends to cause the performance and supervision of the work of the PROJECT and

WHEREAS, part of the PROJECT will be carried across a portion of the right-of-way of the COMPANY, in accordance with plans and specifications approved by the COMPANY, and in connection with the work of the PROJECT the PROJECT SPONSOR has requested the COMPANY to consent to the entry upon such lands and also to perform certain work necessary for the accommodation of such construction in the first instance.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereby agree as follows:

1. Responsibilities of the Parties.

- a. The COMPANY shall perform all work and/or provide such facilities described in Exhibit C, to accommodate the Project, (hereinafter the "Work") The COMPANY hereby agrees to use reasonable efforts in connection with its access to the Work site. The COMPANY will provide an advance schedule of the dates and times when the Approved Activities shall be performed.
- b. The PROJECT SPONSOR hereby grants to the COMPANY the right of access over the adjacent area owned by the PROJECT SPONSOR as reasonably necessary to perform the work described in Exhibit C. The rights herein granted shall extend to all activities reasonably necessary to accomplish the foregoing purposes.

2. Term and Termination

- a. **Term.** This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, the COMPANY shall promptly discontinue all Work, unless otherwise direct by the Termination Notice.
- b. **Termination.** The PROJECT SPONSOR shall have the right to terminate this Agreement, in writing, in the event of failure by the COMPANY to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall

1670

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

be effective unless the COMPANY is given ten (10) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Section 15 of this Agreement. During such 10-day period, the COMPANY will be given the opportunity for consultation with the PROJECT SPONSOR and an opportunity to cure all failures of its obligations under this Agreement. In the event the COMPANY fails to cure all of its obligations under this Agreement, the PROJECT SPONSOR may issue a notice terminating the Agreement ("Termination Notice"), effective immediately, upon delivery as provided for in Section 15 of this Agreement.

(i) The PROJECT SPONSOR shall be released from any and all liability under the Agreement, effective as of the date of the Termination Notice.

(ii) Nothing contained in this paragraph shall be construed as a limitation on the PROJECT SPONSOR's legal or equitable remedies, or other rights available to it.

(iii) Unless and until the PROJECT SPONSOR has terminated this Agreement, the COMPANY shall remain fully liable and responsible to perform the Work.

c. Duties upon Termination. Upon termination, the COMPANY shall discontinue the Work. The PROJECT SPONSOR shall pay the COMPANY for Work rendered through the date of termination.

3. COMPANY/PROJECT SPONSOR Responsible for Performance of Respective Contractors.

a. If the COMPANY enters into subcontracts for the performance of Work under this Agreement, the COMPANY shall be solely responsible to the PROJECT SPONSOR for performance, whether the Work is performed by the COMPANY or its subcontractors. Nothing in any subcontract shall impair the rights of the PROJECT SPONSOR under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the PROJECT SPONSOR. Nothing in this Agreement shall impair any right of contribution or indemnification that the COMPANY may have against any subcontractor or other third party.

b. If the PROJECT SPONSOR enters into subcontracts for the performance of Work under this Agreement, the PROJECT SPONSOR shall be solely responsible to the COMPANY for performance, whether the Work is performed by the PROJECT SPONSOR or its subcontractors. Nothing in any subcontract shall impair the rights of the COMPANY under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the COMPANY. Nothing in this Agreement shall impair any right of contribution or indemnification that the PROJECT SPONSOR may have against any subcontractor or other third party.

4. Indemnification and Defense by the COMPANY.

a. To the extent permitted by law, the COMPANY shall protect, indemnify, and

1670

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

hold harmless the PROJECT SPONSOR, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the COMPANY, including reimbursement of the cost of reasonable attorneys' fees incurred by the PROJECT SPONSOR, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

b. The COMPANY hereby represents and warrants that it will not infringe upon any copyright in performing the Work. To the extent permitted by law, the COMPANY agrees that it shall protect, indemnify, and hold harmless the PROJECT SPONSOR, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, cost, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the PROJECT SPONSOR, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. To the extent permitted by law, the COMPANY shall defend the PROJECT SPONSOR, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, this Agreement, and any copyright infringement proceeding or action. At the PROJECT SPONSOR's option, the PROJECT SPONSOR may require the COMPANY to pay reasonable attorneys' fees for the defense of any such suit.

5. Indemnification and Defense by the PROJECT SPONSOR.

a. To the extent permitted by law, the PROJECT SPONSOR shall protect, indemnify, and hold harmless the COMPANY, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the PROJECT SPONSOR, including reimbursement of the cost of reasonable attorneys' fees incurred by the COMPANY, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

b. The PROJECT SPONSOR hereby represents and warrants that it will not infringe upon any copyright in performing the Work. To the extent permitted by law, the PROJECT SPONSOR agrees that it shall protect, indemnify, and hold harmless the COMPANY, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, cost, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the COMPANY, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

1670

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

c. To the extent permitted by law, the COMPANY shall defend the PROJECT SPONSOR, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, this Agreement, and any copyright infringement proceeding or action. At the PROJECT SPONSOR's option, the PROJECT SPONSOR may require the COMPANY to pay reasonable attorneys' fees for the defense of any such suit.

6. Insurance.

a. The COMPANY agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the PROJECT SPONSOR and as may be mandated and increased from time to time. The COMPANY agrees to require that all of its subcontractors, in connection with work performed for the COMPANY related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the PROJECT SPONSOR for the COMPANY. Unless otherwise specified by the PROJECT SPONSOR and agreed to by the COMPANY, in writing, such insurance shall be as follows:

- (i) Liability and property damage insurance policies, each with limits of:
Single limit of \$ 2,000,000* combined bodily injury liability and/or property damage liability for each occurrence with a \$ 6,000,000* aggregate limit per annual policy period in the types specified, VIZ:
 - (a) Contractor's liability insurance issued to and covering liability for damages imposed by law upon the COMPANY with respect to all work performed by the COMPANY under this Agreement, with endorsement providing coverage for damages arising out of the project or property owned by the COMPANY or in its care, custody and control;
 - (b) Contractor's liability insurance issued to and covering liability for damages imposed by law upon each contractor of the COMPANY with respect to all work performed by said contractor under this Agreement;
 - (c) Protective liability insurance issued to and covering liability for damages imposed by law upon the COMPANY with respect to all work performed for the COMPANY by its contractor(s) under this Agreement;
 - (d) Protective liability insurance issued to and covering liability for damages imposed by law upon the PROJECT SPONSOR and employees of the PROJECT SPONSOR both officially and personally, with respect to all work performed under this Agreement by the COMPANY, or by its contractors, including omissions and supervisory acts of

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

the PROJECT SPONSOR.

- (ii) In case the COMPANY shall, with the consent of the PROJECT SPONSOR make contracts for any part of the work or facilities covered by this Agreement it is hereby agreed that said subcontractor, at no cost to PROJECT SPONSOR or COMPANY, shall procure and maintain until the work covered by said contract has been completed to the satisfaction of the PROJECT SPONSOR and COMPANY compensation insurance for the benefits of such employees engaged therein, as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

* *Amounts may vary according to each Railroad or project circumstances. Values noted are maximum coverages allowed for premium costs to be eligible for federal reimbursement.*

- (iii) **Automobile Liability** insurance (if any vehicles are used by the COMPANY in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The COMPANY shall furnish to the PROJECT SPONSOR Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the PROJECT SPONSOR shall be named as an additional insured and the COMPANY shall furnish a Declaration Page and endorsement page evidencing the PROJECT SPONSOR's status as an additional insured on said policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the PROJECT SPONSOR to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the PROJECT SPONSOR shall have given the COMPANY notice in writing.

e. In the event COMPANY shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

PROJECT SPONSOR may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due COMPANY under this Agreement or any other agreement between the County and COMPANY.

f. If the COMPANY has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

7. Set-Off Rights

The PROJECT SPONSOR shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the PROJECT SPONSOR's option to withhold, for the purposes of set-off, any moneys due the COMPANY under this Agreement up to any amounts due and owing to the PROJECT SPONSOR with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County of Suffolk for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The PROJECT SPONSOR shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with

8. Authorization under Federal, State and Local Law

In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the COMPANY to enter into this Agreement, or to undertake the PROJECT, or to observe, assume, or carry out any of the provisions of this Agreement, the COMPANY shall initiate and complete such action as is so required.

9. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County of Suffolk, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

11. No Implied Waiver

No waiver shall be inferred from any failure or forbearance by the PROJECT SPONSOR to enforce any provision of this Agreement in any particular instance or

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

12. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this

13. No Intended Third party Beneficiaries

This Agreement is entered into solely for the benefit of the PROJECT SPONSOR and the Company. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this agreement.

14. Independent Contractor

It is expressly agreed that the COMPANY and the PROJECT SPONSOR's status under this Agreement is that of independent contractors. Neither party, nor any person hired by such party, shall be considered an employee of the other party for any purpose.

15 Notices

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the COMPANY at the address on page 1 of the Agreement and 2.) to the PROJECT SPONSOR, to SCDPW at the address on page 1, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the COMPANY relating to a legal claim shall be immediately sent to SCDPW and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The PROJECT SPONSOR shall report to the COMPANY in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to the Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

17. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties

18. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

End of Text for Exhibit A

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

EXHIBIT B

Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owner's thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or County, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or County, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, County, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or County, as the case may be, agree to maintain the documentation

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or County, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

8. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

9. Local Law 25-1990 as amended by Local Law 28-2004 – Nonresponsible Certification

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code §§ 143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction: shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "NONRESPONSIBLE BIDDER."

10. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at <http://legis.suffolkcountyny.gov/>. Click on "Search the Laws of Suffolk County."

End of Text for Exhibit B

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

Exhibit C

Description of Services and Work Plan

1. Description of Services

a. PROJECT SPONSOR Responsibilities

- I. PROJECT SPONSOR shall complete the work as described in detail in Section C.2.a (Work Plan) of this Agreement.
- II. At PROJECT SPONSOR's discretion, the PROJECT SPONSOR may enter into a subcontract with a subcontractor selected by the PROJECT SPONSOR for all or a portion of the planning, design and construction Work hereunder.
- III. If the PROJECT SPONSOR enters into a subcontract, the PROJECT SPONSOR shall oversee construction of the PROJECT and shall review and approve any subcontractor invoices. The PROJECT SPONSOR shall pay its subcontractor for such Work in the first instance.

b. Company Responsibilities

- I. COMPANY shall complete the work as described in detail in Section C.2.b (Work Plan) of this Agreement.
- II. At COMPANY's discretion, the COMPANY may enter into a subcontract with a subcontractor selected by the COMPANY for all or a portion of the planning, design and construction Work hereunder.
- III. If the COMPANY enters into a subcontract, the COMPANY shall oversee construction of the PROJECT and shall review and approve any subcontractor invoices. The COMPANY shall pay its subcontractor for such Work in the first instance.

2. Work Plan

a. PROJECT SPONSOR

Design, Construction and inspection for Improvements on CR 39, Flying Point Road including but not limited to:

- Installation of drainage facilities
- Installation of curb and sidewalk
- Full depth pavement construction
- Asphalt resurfacing
- Installation of new pavement markings
- Installation of traffic signal equipment and signage.

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

b. Company

Design, Construction and inspection of track pad extensions, one (1) sidewalk crossing gate, a cantilever flashing signal and the relocation of a main gate arm with pedestrian backarm but not limited to:

- Excavation of foundations
- Form, build rebar cage, set anchor bolts and pour foundations
- Drop rails, remove pads, Ties and install new ties and pads
- Assemble foundations
- Relocation of pull boxes
- Install conduit
- Pull all necessary wires
- Assemble gates
- relocate main gate
- installation of pedestrian gate, and cantilever with flashers
- Provide signal protection and flagging support for SCDPW as needed

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

Payment Terms

1. Payment Terms

- a. Any and all costs and expenses of performing the Work shall be paid in the first instance by the COMPANY. Upon completion of the Work (or a portion thereof), the COMPANY shall prepare and submit a Suffolk County Payment Voucher for payment by the PROJECT SPONSOR, with supporting documentation sufficient to enable the PROJECT SPONSOR to reimburse the COMPANY for its expenditures less the value of materials recovered. Such documentation may include, but is not limited to, copies of approved invoices from the COMPANY's subcontractor, or any other documentation necessary to enable PROJECT SPONSOR to process and approve payment to COMPANY.
- b. The Suffolk County Payment Voucher shall list all information regarding the Work and other items for which expenditures have been or will be made in accordance with this Agreement. Either upon execution of the Agreement not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Agreement, the COMPANY shall furnish the PROJECT SPONSOR with detailed documentation in support of the payment for the Work or expenditures under this Agreement. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the PROJECT SPONSOR by a COMPANY official empowered to sign the same.
- c. All costs so submitted by the COMPANY shall be subject to the approval of the PROJECT SPONSOR and shall be subject to audit. Reimbursement therefore by the PROJECT SPONSOR to the COMPANY will be made for monthly periods as to the work performed or facilities provided by the COMPANY in accordance with approved Suffolk County Payment Vouchers showing the cost of the Work so performed or facilities provided up to and including the last day of the previous month. Payment by the PROJECT SPONSOR shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.
- d. The COMPANY agrees that the total amount reimbursed by the PROJECT SPONSOR to the COMPANY for expenditures made in connection with the Work shall not exceed >> **and 00/100 Dollars (\$>>)**. The acceptance by the COMPANY of payment of all expenses made on the final approved Suffolk

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

County Payment Voucher shall operate as and be a release of the County from all claims by the COMPANY.

- e. The charges payable to the COMPANY under this Agreement are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

2. Audit

- a. All payments made under the Agreement are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to this Agreement. The COMPAN's failure to cooperate in any Audit shall be deemed an Event of Default.
- b. If such an audit discloses overpayments by the PROJECT SPONSOR to the COMPANY, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the COMPANY shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the PROJECT SPONSOR may recoup overpayments from any amounts due or becoming due to the COMPANY from the PROJECT SPONSOR under this Agreement or otherwise.
- c. The provisions of this subparagraph shall survive the expiration or termination of the Contract and shall be in addition to any rights of the County set forth in the Contract.
- d. On projects financed in whole or in part with Federal funds, and in recognition of the participation by the Federal Government in the costs to the PROJECT SPONSOR of this PROJECT, the COMPANY shall keep and retain cost records and accounts so that they will be available for audit by authorized representatives of the Federal Government and / or the State of New York. The COMPANY does further agree that on or before the date of its final billing pursuant to this Agreement, it will notify the PROJECT SPONSOR in writing of the location where such cost records and accounts will be available for audit by the Government, all in accordance with the U.S. Department of Transportation Federal-Aid Policy Guide.

3. Agreement Subject to Appropriation of Funds

**Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528**

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

4. No Limitation on Rights

Notwithstanding anything in this Agreement, the County shall have available to it all rights and remedies under the Agreement and at law and equity.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1671 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1671 – 2011

RESOLUTION NO. -2011, AUTHORIZING THE COUNTY EXECUTIVE TO REQUEST A PUBLIC HEARING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 100, SUFFOLK AVENUE IN THE VICINITY OF BRENTWOOD ROAD CROSSING, TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK (CP 5065)

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. 1671 – 2011, BECAUSE MODIFICATIONS REQUIRE AN AGREEMENT WITH LIRR/MTA AND PASSAGE OF THIS RESOLUTION WILL EXPEDITE A PUBLIC HEARING IN MID AUGUST.

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS SECOND DAY OF AUGUST, 2011.

Brendan R Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED
2011 JUL 29 P 12:46
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HARRIS

RESOLUTION NO. -2011, AUTHORIZING THE COUNTY EXECUTIVE TO REQUEST A PUBLIC HEARING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 100, SUFFOLK AVENUE IN THE VICINITY OF BRENTWOOD ROAD CROSSING, TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK (CP 5065)

WHEREAS, pursuant to Section 91 of the Railroad Law, a petition for a Public Hearing must be requested by the County Executive and the County Legislature of any County having jurisdiction, for any project that seeks to alter at-grade crossings of the street or highway in question; and

WHEREAS, a Public Hearing has been set for August 17, 2011 with respect to this petition; and

WHEREAS, a resolution must be in place prior to this meeting; and

WHEREAS, it is necessary for the County of Suffolk and the MTA/LIRR to enter into an agreement allowing entry onto lands owned by the railroad, and to allow the railroad to perform work requested by the County to accomplish this project (Exhibit "A"); and

WHEREAS, there is sufficient funding available to progress the work required of the MTA/LIRR for this project; now, therefore be it

1st RESOLVED, Resolution No. 1184-2002 approved by the County Legislature issued a SEQRA Negative Declaration for the project, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-five (55) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998 and reaffirmed by Resolution No. 209-2000; and be it further

3rd RESOLVED, that the County Legislature hereby authorizes the County Executive, to request a Public Hearing from the New York State Department of Transportation; and be it further

4th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, subject to the approval of the County Attorney, to execute an Entry Agreement, substantially similar to the agreement attached to this resolution, with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for said project, and to execute any and all contract documents related to this project, on behalf of the County of Suffolk providing for Suffolk County's participation in the above referenced project; and be it further

5th **RESOLVED**, that the Entry Agreement and all other contract documents shall be subject to the approval of the County Attorney.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1671

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<p>RESOLUTION NO. - 2011, AUTHORIZING THE COUNTY EXECUTIVE TO REQUEST A PUBLIC HEARING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 100, SUFFOLK AVENUE IN THE VICINITY OF BRENTWOOD ROAD CROSSING, TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK (CP 5065)</p>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	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		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
There is no fiscal impact from this resolution which simply authorizes a public hearing and an Entry Agreement to LIRR property.		
8. Proposed Source of Funding		
There is no fiscal impact from this resolution which simply authorizes a public hearing and public hearing and an Entry Agreement to LIRR property.		
9. Timing of Impact		
2011		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst		July 18, 2011

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1671

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 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 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1671

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner 

DATE: July 7, 2011

RE: **Authorizing the County Executive to Request a Public Hearing from the New York State Department of Transportation and Execute an Agreement with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for Entry Upon Lands owned by Railroads, in Connection with Improvements to CR 100, Suffolk Avenue in the Vicinity of Brentwood Road Crossing, Town of Islip (CP 5065)**

Attached is a draft resolution and duplicate copy authorizing the County Executive to request a Public Hearing from the New York State Department of Transportation and to enter into an agreement with the MTA/LIRR to allow entry and at-grade railroad crossing improvements in connection with the above referenced project.

A Public Hearing has been scheduled for August 17, 2011 and an authorizing resolution must be in place prior to hearing.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5065-CR100 LIRR Agreement.doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1671

EXHIBIT A
CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

**AGREEMENT FOR ENTRY UPON LANDS OWNED BY RAILROADS
AND FOR CHANGES OF FACILITIES**

This Agreement made this 14th day of June, 2011 by and between **Suffolk County Department of Public Works (SCDPW)** (hereinafter called "PROJECT SPONSOR"), whose office is at **335 Yaphank Avenue Yaphank, New York 11980** in the County of **Suffolk**, State of New York; and the **Metropolitan Transportation Authority (MTA), Agency (Railroad)** (hereinafter called "COMPANY"), a corporation organized under and existing by virtue of the laws of the State of **New York** and having its general office at **93-59 183rd Street, Department 3146 Hollis, New York 11423**.

TERM OF AGREEMENT: The term of this Agreement shall commence on the date of full execution and shall expire upon completion of the Work unless sooner terminated as provided in the Agreement.

TOTAL COST OF AGREEMENT: Shall not exceed **\$449,151.00 (Four Hundred Forty Nine Thousand One Hundred Fifty One Dollars and 00/100)** (>>to be revised with 2011 \$'s).

TERMS AND CONDITIONS: Shall be as set forth in Exhibits A through D of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date written below.

Metropolitan Transportation Authority

County of Suffolk

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Legality:
Christine Malafi, County Attorney

Recommended by:
Department of Public Works

By: _____

By: _____

Name: _____
Assistant County Attorney

Name: _____
Commissioner

Date: _____

Date: _____

1671

CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking
acknowledgement)

1671

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

Exhibit A

WHEREAS, the COMPANY is the owner of certain lands and premises constituting its right-of-way, in Town of Islip, New York, and over which it operates its railroad; and

WHEREAS, the Project Sponsor has prepared plans and specifications for a project described as follows: **Intersection Improvements on CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue, Town of Islip (CP 5065.311)** (hereinafter called "PROJECT"); and

WHEREAS, the Project Sponsor has acquired or will acquire the necessary lands and easements therefore and intends to cause the performance and supervision of the work of the PROJECT; and

WHEREAS, part of the PROJECT will be carried across a portion of the right-of-way of the COMPANY, in accordance with plans and specifications approved by the COMPANY, and in connection with the work of the PROJECT, the Project Sponsor has requested the COMPANY to consent to the entry upon such lands and also to perform certain work necessary for the accommodation of such construction in the first instance.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereby agree as follows:

1. Responsibilities of the Parties.

- a. The COMPANY shall perform all work and/or provide such facilities described in Exhibit C, to accommodate the Project (hereinafter the "Work"). The COMPANY hereby agrees to use reasonable efforts in connection with its access to the Work site. The COMPANY will provide an advance schedule of the dates and times when the Approved Activities shall be performed.
- b. The Project Sponsor hereby grants to the COMPANY the right of access over the adjacent area owned by the Project Sponsor as reasonably necessary to perform the work described in Exhibit C. The rights herein granted shall extend to all activities reasonably necessary to accomplish the foregoing purposes.

2. Term and Termination

a. **Term.** This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, the COMPANY shall promptly discontinue all Work, unless otherwise direct by the Termination Notice.

b. **Termination.** The Project Sponsor shall have the right to terminate this Agreement, in writing, in the event of failure by the COMPANY to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless the COMPANY is given ten (10) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Section 15 of this Agreement. During such 10-day period, the COMPANY will be

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

given the opportunity for consultation with the Project Sponsor and an opportunity to cure all failures of its obligations under this Agreement. In the event the COMPANY fails to cure all of its obligations under this Agreement, the Project Sponsor may issue a notice terminating the Agreement ("Termination Notice"), effective immediately, upon delivery as provided for in Section 15 of this Agreement.

(i) The Project Sponsor shall be released from any and all liability under the Agreement, effective as of the date of the Termination Notice.

(ii) Nothing contained in this paragraph shall be construed as a limitation on the Project Sponsor's legal or equitable remedies, or other rights available to it.

(iii) Unless and until the Project Sponsor has terminated this Agreement, the COMPANY shall remain fully liable and responsible to perform the Work.

c. Duties upon Termination. Upon termination, the COMPANY shall discontinue the Work. The Project Sponsor shall pay the COMPANY for Work rendered through the date of termination.

3. COMPANY/Project Sponsor Responsible for Performance of Respective Contractors.

a. If the COMPANY enters into subcontracts for the performance of Work under this Agreement, the COMPANY shall be solely responsible to the Project Sponsor for performance, whether the Work is performed by the COMPANY or its subcontractors. Nothing in any subcontract shall impair the rights of the Project Sponsor under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the Project Sponsor. Nothing in this Agreement shall impair any right of contribution or indemnification that the COMPANY may have against any subcontractor or other third party.

b. If the Project Sponsor enters into subcontracts for the performance of Work under this Agreement, the Project Sponsor shall be solely responsible to the COMPANY for performance, whether the Work is performed by the Project Sponsor or its subcontractors. Nothing in any subcontract shall impair the rights of the COMPANY under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the COMPANY. Nothing in this Agreement shall impair any right of contribution or indemnification that the Project Sponsor may have against any subcontractor or other third party.

4. Indemnification and Defense by the COMPANY.

a. To the extent permitted by law, the COMPANY shall protect, indemnify, and hold harmless the Project Sponsor, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

or any acts or omissions of the COMPANY, including reimbursement of the cost of reasonable attorneys' fees incurred by the Project Sponsor, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

b. The COMPANY hereby represents and warrants that it will not infringe upon any copyright in performing the Work. To the extent permitted by law, the COMPANY agrees that it shall protect, indemnify, and hold harmless the Project Sponsor, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, cost, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the Project Sponsor, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. To the extent permitted by law, the COMPANY shall defend the Project Sponsor, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with , this Agreement, and any copyright infringement proceeding or action. At the Project Sponsor's option, the Project Sponsor may require the COMPANY to pay reasonable attorneys' fees for the defense of any such suit.

5. Indemnification and Defense by the Project Sponsor.

a. To the extent permitted by law, the Project Sponsor shall protect, indemnify, and hold harmless the COMPANY, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Project Sponsor, including reimbursement of the cost of reasonable attorneys' fees incurred by the COMPANY, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

b. The Project Sponsor hereby represents and warrants that it will not infringe upon any copyright in performing the Work. To the extent permitted by law, the Project Sponsor agrees that it shall protect, indemnify, and hold harmless the COMPANY, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, cost, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the COMPANY, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. To the extent permitted by law, the COMPANY shall defend the Project Sponsor, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with , this Agreement, and any

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

copyright infringement proceeding or action. At the Project Sponsor's option, the Project Sponsor may require the COMPANY to pay reasonable attorneys' fees for the defense of any such suit.

6. Insurance.

a. The COMPANY agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the Project Sponsor and as may be mandated and increased from time to time. The COMPANY agrees to require that all of its subcontractors, in connection with work performed for the COMPANY related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the Project Sponsor for the COMPANY. Unless otherwise specified by the Project Sponsor and agreed to by the COMPANY, in writing, such insurance shall be as follows:

- i. Liability and property damage insurance policies, each with limits of:
Single limit of \$2,000,000* combined bodily injury liability and/or property damage liability for each occurrence with a \$6,000,000* aggregate limit per annual policy period in the types specified, VIZ:
 - (a) Contractor's liability insurance issued to and covering liability for damages imposed by law upon the COMPANY with respect to all work performed by the COMPANY under this Agreement, with endorsement providing coverage for damages arising out of the project or property owned by the COMPANY or in its care, custody and control;
 - (b) Contractor's liability insurance issued to and covering liability for damages imposed by law upon each contractor of the COMPANY with respect to all work performed by said contractor under this Agreement;
 - (c) Protective liability insurance issued to and covering liability for damages imposed by law upon the COMPANY with respect to all work performed for the COMPANY by its contractor(s) under this Agreement;
 - (d) Protective liability insurance issued to and covering liability for damages imposed by law upon the Project Sponsor and employees of the Project Sponsor both officially and personally, with respect to all work performed under this Agreement by the COMPANY, or by its contractors, including omissions and supervisory acts of the Project Sponsor.
- ii. In case the COMPANY shall, with the consent of the Project Sponsor make contracts for any part of the work or facilities covered by this

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

Agreement it is hereby agreed that said subcontractor, at no cost to Project Sponsor or COMPANY, shall procure and maintain until the work covered by said contract has been completed to the satisfaction of the Project Sponsor and COMPANY compensation insurance for the benefits of such employees engaged therein, as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

iii. Automobile Liability insurance (if any vehicles are used by the COMPANY in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The COMPANY shall furnish to the Project Sponsor Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Project Sponsor shall be named as an additional insured and the COMPANY shall furnish a Declaration Page and endorsement page evidencing the Project Sponsor's status as an additional insured on said policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the project Sponsor to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the Project Sponsor shall have given the COMPANY notice in writing.

e. In the event COMPANY shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the Project Sponsor may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due COMPANY under this Agreement or any other agreement between the County and COMPANY.

f. If the COMPANY has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

7. Set-Off Rights

The Project Sponsor shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Project Sponsor's

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

option to withhold, for the purposes of set-off, any moneys due the COMPANY under this Agreement up to any amounts due and owing to the Project Sponsor with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County of Suffolk for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Project Sponsor shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with

8. Authorization under Federal, State and Local Law

In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the COMPANY to enter into this Agreement, or to undertake the PROJECT, or to observe, assume, or carry out any of the provisions of this Agreement, the COMPANY shall initiate and complete such action as is so required.

9. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County of Suffolk, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

11. No Implied Waiver

No waiver shall be inferred from any failure or forbearance by the Project Sponsor to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

12. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this.

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

13. No Intended Third party Beneficiaries

This Agreement is entered into solely for the benefit of the Project Sponsor and the Company. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this agreement.

14. Independent Contractor

It is expressly agreed that the COMPANY and the Project Sponsor's status under this Agreement is that of independent contractors. Neither party, nor any person hired by such party, shall be considered an employee of the other party for any purpose.

15 Notices

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the COMPANY at the address on page 1 of the Agreement and 2.) to the Project Sponsor, to SCDPW at the address on page 1, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the COMPANY relating to a legal claim shall be immediately sent to SCDPW and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The Project Sponsor shall report to the COMPANY in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to the Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

17. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

18. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

End of Text for Exhibit A

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

**EXHIBIT B
Legislative Requirements**

1. Contractor's/Vendor's Public Disclosure Statement

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owner's thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or County, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or County, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, County, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or County, as the case may be, agree to maintain the documentation

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or County, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

9. Local Law 25-1990 as amended by Local Law 28-2004 – Nonresponsible Certification

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code §§ 143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term “conviction: shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under “NONRESPONSIBLE BIDDER.”

10. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at <http://legis.suffolkcountyny.gov/>. Click on “**Search the Laws of Suffolk County.**”

End of Text for Exhibit B

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

**Exhibit C
Description of Services and Work Plan**

1. Description of Services

a. Project Sponsor Responsibilities

- I. PROJECT SPONSOR shall complete the work as described in detail in Section C.2.a (Work Plan) of this Agreement.
- II. At PROJECT SPONSOR's discretion, the PROJECT SPONSOR may enter into a subcontract with a subcontractor selected by the PROJECT SPONSOR for all or a portion of the planning, design and construction Work hereunder.
- III. If the PROJECT SPONSOR enters into a subcontract, the PROJECT SPONSOR shall oversee construction of the PROJECT and shall review and approve any subcontractor invoices. The PROJECT SPONSOR shall pay its subcontractor for such Work in the first instance.

b. Company Responsibilities

- I. COMPANY shall complete the work as described in detail in Section C.2.b (Work Plan) of this Agreement.
- II. At COMPANY's discretion, the COMPANY may enter into a subcontract with a subcontractor selected by the COMPANY for all or a portion of the planning, design and construction Work hereunder.
- III. If the COMPANY enters into a subcontract, the COMPANY shall oversee construction of the PROJECT and shall review and approve any subcontractor invoices. The COMPANY shall pay its subcontractor for such Work in the first instance.

2. Work Plan

a. Project Sponsor

Design, construction and inspection for Improvements on CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue, including, but not limited to:

- installation of positive drainage facilities
- full depth pavement construction
- installation of curb and sidewalk
- asphalt resurfacing
- installation of new pavement markings
- installation of decorative lighting
- installation of traffic signal equipment and signage

b. Company

Design, construction and inspection of two cantilever flasher signals including, but not limited to:

- excavation and backfill of foundation

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

- form, build rebar cage, set anchor bolts and pour cantilever signal foundation
- dig conduit
- pull all necessary cables

Design, construction and inspection of West side grade crossing including, but not limited to:

- provide mark-out for all LIRR facilities as needed
- install two new gate foundations at west side of crossing
- dig under tracks
- install ducts for the west side of crossing
- move pedestrian gate stanton to new foundation, adjust and test functionality
- install new gate crossing on new foundation, adjust and test functionality

Design, construction and inspection of East side grade crossing including, but not limited to:

- install longer arms and weights on east crossing gate, adjust and test functionality
- install jumpers

General:

- provide signal protection and flagging support for SCDPW as needed
- Revise all circuits as needed
- Install rubber crossing pads at west end of grade crossing
- Repair all pavement disturbed by the grade crossing within Long Island Railroad right of way AND Suffolk County right of way as instructed

End of Text for Exhibit C

CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

Exhibit D
Payment Terms

1. Payment Terms

- a. Any and all costs and expenses of performing the Work shall be paid in the first instance by the COMPANY. Upon completion of the Work (or a portion thereof), the COMPANY shall prepare and submit a Suffolk County Payment Voucher for payment by the Project Sponsor, with supporting documentation sufficient to enable the Project Sponsor to reimburse the COMPANY for its expenditures less the value of materials recovered. Such documentation may include, but is not limited to, copies of approved invoices from the COMPANY's subcontractor, or any other documentation necessary to enable Project Sponsor to process and approve payment to COMPANY.
- b. The Suffolk County Payment Voucher shall list all information regarding the Work and other items for which expenditures have been or will be made in accordance with this Agreement. Either upon execution of the Agreement not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Agreement, the COMPANY shall furnish the Project Sponsor with detailed documentation in support of the payment for the Work or expenditures under this Agreement. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the Project Sponsor by a COMPANY official empowered to sign the same.
- c. All costs so submitted by the COMPANY shall be subject to the approval of the Project Sponsor and shall be subject to audit. Reimbursement therefore by the Project Sponsor to the COMPANY will be made for monthly periods as to the work performed or facilities provided by the COMPANY in accordance with approved Suffolk County Payment Vouchers showing the cost of the Work so performed or facilities provided up to and including the last day of the previous month. Payment by the Project Sponsor shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.
- d. The COMPANY agrees that the total amount reimbursed by the Project Sponsor to the COMPANY for expenditures made in connection with the Work shall not exceed >> **and 00/100 Dollars (\$>>)**. The acceptance by the COMPANY of payment of all expenses made on the final approved Suffolk County Payment Voucher shall operate as and be a release of the County

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

from all claims by the COMPANY.

- e. The charges payable to the COMPANY under this Agreement are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

2. Audit

- a. All payments made under the Agreement are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to this Agreement. The COMPAN's failure to cooperate in any Audit shall be deemed an Event of Default.
- b. If such an audit discloses overpayments by the Project Sponsor to the COMPANY, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the COMPANY shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the Project Sponsor may recoup overpayments from any amounts due or becoming due to the COMPANY from the Project Sponsor under this Agreement or otherwise.
- c. The provisions of this subparagraph shall survive the expiration or termination of the Contract and shall be in addition to any rights of the County set forth in the Contract.
- d. On projects financed in whole or in part with Federal funds, and in recognition of the participation by the Federal Government in the costs to the Project Sponsor of this PROJECT, the COMPANY shall keep and retain cost records and accounts so that they will be available for audit by authorized representatives of the Federal Government and / or the State of New York. The COMPANY does further agree that on or before the date of its final billing pursuant to this Agreement, it will notify the Project Sponsor in writing of the location where such cost records and accounts will be available for audit by the Government, all in accordance with the U.S. Department of Transportation Federal-Aid Policy Guide.

3. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

**CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065**

4. No Limitation on Rights

Notwithstanding anything in this Agreement, the County shall have available to it all rights and remedies under the Agreement and at law and equity.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1672 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1672 – 2011

**RESOLUTION NO. -2011, ACCEPTING AND
APPROPRIATING SUPPLEMENTAL ADULT FUNDS
FROM THE NEW YORK STATE DEPARTMENT OF
LABOR FOR THE WORKFORCE INVESTMENT ACT
(WIA) PROGRAM.**

**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. 1672 – 2011, BECAUSE THE COUNTY
WISHES TO EXPEDITE THIS RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.**

RECEIVED
2011 AUG - 1 A 10:31
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HANS PAUSE

Brendan R Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

Intro Res. No. 1672-2011
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 8/2/2011

**RESOLUTION NO. -2011, ACCEPTING AND
APPROPRIATING SUPPLEMENTAL ADULT FUNDS FROM THE
NEW YORK STATE DEPARTMENT OF LABOR FOR THE
WORKFORCE INVESTMENT ACT (WIA) PROGRAM**

WHEREAS, the New York State Department of Labor (NYSDOL) has awarded a grant in the amount of \$157,698 to the Suffolk County Department of Labor to fund Training; and

WHEREAS, this grant is funded by the Workforce Investment Act (WIA) program, for the express purpose of providing training services; and

WHEREAS, the funds were awarded for training, to provide vocational skills assessment and skills training; and

WHEREAS, these funds have not been included in the 2011 Adopted Operating Budget; and

WHEREAS, these funds are 100% Federally funded; now, therefore be it

1st RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and appropriate the additional funds as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
320- LAB - 4790 Federal Aid: Various Labor Programs	\$157,698

ORGANIZATIONS:

Department of Labor (LAB)
Workforce Investment Act
320-6300

<u>1000-Personnel Services</u>	<u>\$21,198</u>
1110-Interim Salaries	\$21,198

<u>4000-Contractual Expenses</u>	<u>\$136,500</u>
4560-Fees For Services: Non-Employ	\$136,500

and be it further

2nd RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is 6300.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1672

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		Date July 14, 2011
Submitting Department/Agency Suffolk County Department of Labor		Location Bldg. 17, No. County Complex Veterans Memorial Highway Hauppauge, NY 11788
Contact Person in Dept/Agency James M. Andrews	Telephone Number 853-6610	Grant Application Due Date N/A

INSTRUCTIONS: Applicant will complete all items on this form. If an item is not applicable enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" x 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

Grant Title: **ACCEPTING AND APPROPRIATING SUPPLEMENTAL ADULT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. New Program Application d. Extension of Funding Period
 b. Renewal Application e. Contract
 c. Supplemental (Funding to provide training to Dislocated Workers)

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
TO PROVIDE FUNDS FOR TRAINING.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program).
SUFFOLK COUNTY DEPARTMENT OF LABOR

II. BUDGET INFORMATION

1. Term of Contract
FROM: 07/01/11 TO: 10/31/11

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$157,698	100%	\$	%	\$	%
State	\$	%	\$	%	\$	%
Town	\$	%	\$	%	\$	%
County	\$	%	\$	%	\$	%
Total	\$ 157,698	100%	\$	%	\$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

1672

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE

CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	\$ -0-	\$ -0-	\$ -0-
Cash Contribution:	\$ -0-	\$ -0-	\$ -0-
a.			
b. In-kind Contribution:	\$ -0-	\$ -0-	\$ -0-
4. Total Number of Positions Requested -0-			
5. Can This Program Be Re-funded by the Proposed Non-County Sources? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.) -0-			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.) Program terminates.			
8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet). N/A			

III. COUNTY EXECUTIVE'S OFFICE REVIEW

Intergovernmental Relations Division Review:	<input type="checkbox"/> Approved	Signature of Coordinator	Date
	<input type="checkbox"/> Disapproved		

Comments

Budget Office Review:	<input type="checkbox"/> Approved	Signature of Budget Director	Date
	<input type="checkbox"/> Disapproved		

Comments



New York State Department of Labor
Andrew M. Cuomo, Governor
Colleen C. Gardner, Commissioner

1672

July 11, 2011

Mr. Steve Levy
County Executive
Suffolk County
H. Lee Dennison Building
100 Veteran's Memorial Highway
P.O. Box 6100, 12th Floor
Hauppauge, New York 11788

Dear Mr. Levy:

Attached is a PY10 Notice of Obligation Authority (NOA) for LWIA – Suffolk County.

This NOA represents a supplemental distribution of PY 2010 Adult statewide activity funds to the Local Workforce Investment Areas (LWIAs). These funds are being awarded in accordance with Technical Advisory #11-4 dated June 8, 2011.

These funds will be available to supplement your LWIA's Adult formula funds for the first quarter of PY2011. Funds will be available for expenditure July 1, 2011 through October 31, 2011.

If you have any questions, concerning this distribution please contact your State Representative.

Sincerely,


Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

Attachment

cc: Mr. Robert W. Dow, Jr.
Mr. James Andrews
Mr. Henry Daisey - State Rep
Mr. Joe Lowenstein

Phone: (518) 457-0380 Fax: (518) 457-9526
W. Averell Harriman State Office Campus, Building 12,
Room 450, Albany, NY 12240
www.labor.ny.gov

LWIA: Suffolk Co.
 Grantee: Steve Levy
 County Executive, Suffolk County

GRANTOR: The Governor of New York through
 the New York State Department
 of Labor

This NOA authorizes Program Year 2010 funding for the period (07/01/10 through 6/30/12), except Youth (04/01/10 through 6/30/12.)
 Dislocated Worker Supplemental Funds (07/01/10 through 06/30/11).
 25% Match Disability Program Navigator 09/1/10 through 6/30/11.
 Summer Jobs Express (06/13/11 through 9/30/11)
 Adult Supplemental Funds (7/1/11-10/31/11)

1672

NYS DOL Contact: Henry Daisey

TELEPHONE: (212) 775-3346

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-1B Youth	\$2,081,057.40	\$0.00	\$2,081,057.40
CFDA# 17.258,17.259,17.278 T-1B Admin	\$762,442.60	\$0.00	\$762,442.60
CFDA# 17.258 T-1B Adult	\$2,085,346.80	\$0.00	\$2,085,346.80
CFDA# 17.278 T-1B Dislocated Worker	\$2,695,579.20	\$0.00	\$2,695,579.20
CFDA# 17.278 T-1B Dislocated Worker Supplemental Funds	\$11,079.02	\$0.00	\$11,079.02
CFDA# 17.259,17.278 T-1B 25% Match Statewide Activities Disability Program Navigator	\$6,387.94	\$0.00	\$6,387.94
CFDA# 17.258,17.259,17.278 T-1B Summer Jobs Express	\$523,400.00	\$0.00	\$523,400.00
CFDA# 17.258,17.259,17.278 T-1B SWA-Adult Supplemental	\$0.00	\$157,698.00	\$157,698.00

Approved by:


 Karen A. Coleman
 Director
 Division of Employment and Workforce Solutions

07/11/11

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1672

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail: sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner *RWD*

DATE: July 14, 2011

RE: INTRODUCTORY RESOLUTION

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -11, ACCEPTING AND APPROPRIATING
SUPPLEMENTAL ADULT FUNDS FROM THE NEW YORK STATE DEPARTMENT
OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Christopher Kent, Chief Deputy County Executive

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1672

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>		
2. Title of Proposed Legislation: ACCEPTING AND APPROPRIATING ADULT GRANT TRAINING FUNDS.		
3. Purpose of Proposed Legislation ACCEPT AND APPROPRIATE TRAINING FUNDS.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> REVENUE TO COUNTY		
5. If the Answer to item 4 is "yes", on what will it impact? (check appropriate category)		
<input checked="" type="checkbox"/> County <input type="checkbox"/> Village <input type="checkbox"/> Library District	<input type="checkbox"/> Town <input type="checkbox"/> School District <input type="checkbox"/> Fire District	<input type="checkbox"/> Economic Impact <input type="checkbox"/> Other (Specify _____) <input type="checkbox"/> NOT APPLICABLE
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact REVENUE TO THE COUNTY.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. N/A		
8. Proposed Source of Funding NEW YORK STATE DEPARTMENT OF LABOR		
9. Timing of Impact IMMEDIATE		
10. Typed Name & Title of Preparer JAMES M. ANDREWS PRINCIPAL MANAGEMENT ANALYST	11. Signature of Preparer 	12. Date July 14, 2011

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1674 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1674 – 2011

**RESOLUTION NO. -2011, ACCEPTING AND RE-
APPROPRIATING 100% FUNDING FOR PROGRAM
YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER,
YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW
YORK STATE DEPARTMENT OF LABOR FOR THE
WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

**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. 1674 – 2011, BECAUSE THE COUNTY
WISHES TO EXPEDITE THIS RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.**



**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

2011 AUG -1 A 10:31
SUFFOLK COUNTY, N.Y.
SUFFOLK COUNTY
CLERK

RESOLUTION NO. -2011, ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM

WHEREAS, the New York State Department of Labor awarded funds to the Suffolk County Department of Labor for the Workforce Investment Act (WIA) Program for Program Year 2009 for the period 7/1/2009 through 6/30/2011 and Program Year 2010 for the period 7/2/2010 through 6/30/2012; and

WHEREAS, the funds were awarded to integrate employment and training services into a comprehensive workforce delivery system for impacted workers; and

WHEREAS, these funds were included in the 2010 Adopted Operating Budget; and

WHEREAS, the unexpended balance at the end of Budget Fiscal Year 2010 for this program was \$2,045,294; and

WHEREAS, these funds were not expended in Budget Fiscal Year 2010 due to the receipt of other grant awards with time constraints necessitating them to be completed first; and

WHEREAS, these funds have not been included in the 2011 Adopted Operating Budget; and

WHEREAS, it is in the best interest of the County to reappropriate this 100% grant funding; now, therefore be it

1st RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and reappropriate the following funds:

<u>REVENUES:</u>	<u>AMOUNT</u>
320-4790 Federal Aid	\$2,045,294
<u>ORGANIZATIONS:</u>	\$2,045,294
Department of Labor (LAB)	
Workforce Investment Act	
320-6300	
<u>1000-Personnel Services</u>	<u>\$2,045,294</u>
1100-Permanent Salaries	\$1,055,233

4000-Contractual Expenses

4560-Fees for Services: Non-Employ

\$990,061

and be it further

2nd **RESOLVED**, that the reporting category for the County Integrated Financial Management System (IFMS) is 6300.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1674

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail: sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner

DATE: July 25, 2011

RE: INTRODUCTORY RESOLUTION

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -11, ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Christopher Kent, Chief Deputy County Executive

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk				Date July 25, 2011		
Submitting Department/Agency Suffolk County Department of Labor			Location Bldg. 17, No. County Complex Veterans Memorial Highway Hauppauge, NY 11788			
Contact Person in Dept/Agency James M. Andrews		Telephone Number 853-6610		Grant Application Due Date N/A		
INSTRUCTIONS: Applicant will complete all items on this form. If an item is not applicable enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" x 11" sheet cross referenced to the item.						
I. BACKGROUND INFORMATION						
Grant Title: ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.						
2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) NEW YORK STATE DEPARTMENT OF LABOR						
3. Grant/Contract Status (Check One)						
a. <input type="checkbox"/> New Program Application		d. <input checked="" type="checkbox"/> Extension of Funding Period				
b. <input type="checkbox"/> Renewal Application		e. <input type="checkbox"/> Contract				
c. <input type="checkbox"/> Supplemental						
4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment) TO PROVIDE FUNDS FOR EMPLOYMENT RELATED PROGRAMS.						
5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program). SUFFOLK COUNTY DEPARTMENT OF LABOR						
II. BUDGET INFORMATION						
1. Term of Contract FROM: 07/01/10 TO: 06/30/12						
2. Financial Assistance Requested						
SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$2,045,294	100%	\$	%	\$	%
State	\$	%	\$	%	\$	%
Town	\$	%	\$	%	\$	%
County	\$	%	\$	%	\$	%
Total	\$2,045,294	100%	\$	%	\$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE

CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	\$ -0-	\$ -0-	\$ -0-
Cash Contribution:	\$ -0-	\$ -0-	\$ -0- 1674
a.			
b. In-kind Contribution:	\$ -0-	\$ -0-	\$ -0-

4. Total Number of Positions Requested
-0-

5. Can This Program Be Re-funded by the Proposed Non-County Sources? Yes No

6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
-0-

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.)

Program terminates.

8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

Intergovernmental Relations Division Review:	<input type="checkbox"/> Approved	Signature of Coordinator	Date
	<input type="checkbox"/> Disapproved		

Comments

Budget Office Review:	<input type="checkbox"/> Approved	Signature of Budget Director	Date
	<input type="checkbox"/> Disapproved		

Comments

1674

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>X</u> Local Law ___ Charter Law		
Title of Proposed Legislation: ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.		
3. Purpose of Proposed Legislation ACCEPT AND RE-APPROPRIATE EMPLOYMENT RELATED FUNDS.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>X</u> No REVENUE TO COUNTY		
5. If the Answer to item 4 is "yes", on what will it impact? (check appropriate category) <u>X</u> County ___ Town ___ Economic Impact ___ Village ___ School District ___ Other (Specify ___ Library District ___ Fire District ___ NOT APPLICABLE		
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact REVENUE TO THE COUNTY.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. N/A		
8. Proposed Source of Funding NEW YORK STATE DEPARTMENT OF LABOR / Workforce Investment Act		
9. Timing of Impact IMMEDIATE		
10. Typed Name & Title of Preparer JAMES M. ANDREWS PRINCIPAL MANAGEMENT ANALYST	11. Signature of Preparer	12. Date July 25, 2011

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):

Department Contact Person
(Name & Phone No.):

**Suffolk County Department of Labor
Bldg. 17, No. County Complex
Veterans Memorial Highway
Hauppauge, NY 11788**

**James M. Andrews
36610**

Suggestion Involves:

Technical Amendment New Program
 Grant Award Contract (New_Rev._).
 Other

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

TO ACCEPT AND RE-APPROPRIATE EMPLOYMENT RELATED FUNDS.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN Form 175a (10/95) Prior editions of this form are obsolete.

1

Department Request
Sponsors Memo for County Legislation

Resolution Title: **ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

Purpose/Justification of Request: **To accept and re-appropriate an employment related grant.**

Specify Where Applicable:

1. Is request due to change in law? yes _____ no X
If yes, please explain:

2. Has this resolution been submitted previously? yes _____ no X
If yes, give I.R.#, attach copy and reason for resubmittal:

3. Is back up attached? yes X no _____

4. Is this resolution subject to SEQRA review? yes _____ no X

Fiscal Information:

Budget Line:

Amount & source of outside funding:

Federal	\$2,045,294
State	\$
County	\$
(Town)Other	\$

Contact Person James M. Andrews **Telephone Number** 3-6610

Instructions: All departments must submit this form, along with your draft resolution for Legislative action, to the Budget Office no later than noon on the Monday before the Thursday deadline imposed by the Legislature.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1675 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1675 – 2011

**RESOLUTION NO. -2011, ACCEPTING AND
APPROPRIATING THE SUMMER JOBS EXPRESS! PROGRAM
GRANT FROM THE NEW YORK STATE DEPARTMENT OF
LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA)
PROGRAM.**

**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. 1675 – 2011, BECAUSE THE COUNTY
WISHES TO EXPEDITE THIS RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.**

2011 AUG -1 A 10:31
SUFFOLK COUNTY
CLERK OF SUPERIOR COURT

Brendan R. Chamberlain

**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

**RESOLUTION NO. -2011, ACCEPTING AND
APPROPRIATING THE 100% FUNDED SUMMER JOBS
EXPRESS! PROGRAM GRANT FROM THE NEW YORK STATE
DEPARTMENT OF LABOR FOR THE WORKFORCE
INVESTMENT ACT (WIA) PROGRAM**

WHEREAS, the New York State Department of Labor (NYSDOL) has awarded a summer program grant in the amount of \$541,502 to the Suffolk County Department of Labor to fund summer jobs; and

WHEREAS, this grant is funded by the Workforce Investment Act (WIA) program, for the express purpose of providing summer employment to youth; and

WHEREAS, the funds were awarded for subsidized employment; and

WHEREAS, these funds have not been included in the 2011 Adopted Operating Budget; and

WHEREAS, these funds are available from 6/13/11 – 9/30/11; and

WHEREAS, these funds are 100% Federally funded; now, therefore be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and appropriate the additional funds as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
320-LAB-4790 Federal Aid: Various Labor Programs	\$541,502

ORGANIZATIONS:

Department of Labor (LAB)
Workforce Investment Act
320-6300

<u>1000-Personnel Services</u>	<u>\$467,035</u>
1110-Interim Salaries	\$84,747
1112-Summer Program	\$378,000
1140-Work Intern	\$4,288

<u>4000-Contractual Expenses</u>	<u>\$18,103</u>
4650-Fees for Services: Non-Employ	\$18,103

<u>8000-Employee Benefits</u>	<u>\$37,364</u>
8330-Social Security	\$35,728
8380-Benefit Fund Contribution	\$1,636

Employee Benefits-Self Insurance

039-EMP-9000-9600 Transfer to Fund 039-Self Insurance \$19,000

Interfund Revenue

001-IFT-E039-9600 \$19,000

and be it further

2ND **RESOLVED**, that the reporting category for the County Integrated Financial Management System (IFMS) is 6300.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1675

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	Date July 22, 2011
---	-----------------------

Submitting Department/Agency Suffolk County Department of Labor	Location Bldg. 17, No. County Complex Veterans Memorial Highway Hauppauge, NY 11788
---	---

Contact Person in Dept/Agency James M. Andrews	Telephone Number 853-6610	Grant Application Due Date N/A
--	---	--

INSTRUCTIONS: Applicant will complete all items on this form. If an item is not applicable enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" x 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

Grant Title: **ACCEPTING AND APPROPRIATING THE 100% FUNDED SUMMER JOBS EXPRESS! PROGRAM GRANT FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. New Program Application d. Extension of Funding Period
 b. Renewal Application e. Contract
 c. Supplemental (Funding to provide training)

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
TO PROVIDE FUNDS FOR SUBSIDIZED EMPLOYMENT, YOUTH JOBS.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program).
SUFFOLK COUNTY DEPARTMENT OF LABOR

II. BUDGET INFORMATION

1. Term of Contract
 FROM: 06/13/11 TO: 09/30/11

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$541,502	100%	\$	%	\$	%
State	\$	%	\$	%	\$	%
Town	\$	%	\$	%	\$	%
County	\$	%	\$	%	\$	%
Total	\$541,502	100%	\$	%	\$	%

1675

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE

CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	\$ -0-	\$ -0-	\$ -0-
Cash Contribution:	\$ -0-	\$ -0-	\$ -0-
a.			
b. In-kind Contribution:	\$ -0-	\$ -0-	\$ -0-
4. Total Number of Positions Requested -0-			
5. Can This Program Be Re-funded by the Proposed Non-County Sources? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.) -0-			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.) Program terminates.			
8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet). N/A			

III. COUNTY EXECUTIVE'S OFFICE REVIEW

Intergovernmental Relations Division Review:	<input type="checkbox"/> Approved	Signature of Coordinator	Date
	<input type="checkbox"/> Disapproved		

Comments

Budget Office Review:	<input type="checkbox"/> Approved	Signature of Budget Director	Date
	<input type="checkbox"/> Disapproved		

Comments

COUNTY OF SUFFOLK



1675

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail: sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner

DATE: July 22, 2011

RE: INTRODUCTORY RESOLUTION

Attached please find the following Introductory Resolution for the next Legislative meeting:

**RESOLUTION NO. -11, ACCEPTING AND APPROPRIATING THE 100% FUNDED
SUMMER JOBS EXPRESS! PROGRAM GRANT FROM THE NEW YORK STATE
DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Christopher Kent, Chief Deputy County Executive



New York State Department of Labor
Andrew M. Cuomo, Governor
Colleen C. Gardner, Commissioner

June 20, 2011

1675

Mr. Barry D. Feinsod
Director, Workforce Investment Board
Suffolk County Department of Labor
725 Veterans Highway
Smithtown, New York 11787-0895

Dear Mr. Feinsod:

Congratulations. On behalf of Governor Andrew M. Cuomo, I am pleased to inform you that the Suffolk County Local Workforce Investment Area (LWIA) has been chosen to receive an award of up to \$541,502.00 under the Summer Jobs Express! Program.

All awards reflect a 13% reduction in funding. This reduction has been applied equally across all the awardees in order to maximize summer employment opportunities for WIA-eligible youth. It is important to note that the Department reserves the right to further negotiate the final award amount with LWIAs who have relatively high cost per youth served in order to create parity across the award group and maximize opportunities available to youth through the Summer Jobs Express! Program.

Final awards will be issued to LWIAs through a Notice of Obligational Authority. The Department will contact LWIAs where further negotiation of the award amount is desired.

Please note that news releases, publicity or any other public announcements regarding this award may not be released without prior approval from the Department. Attached is a Publicity Clause Agreement form to be used to request approval from the Department for this purpose.

If you have any questions, please feel free to contact our Career Development and Youth Initiatives Unit at (518) 457-1856. We value your commitment to the youth of New York State and look forward to working with you as we continue to develop a workforce development system that fully meets their needs.

Sincerely,

Colleen C. Gardner

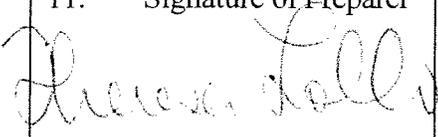
Colleen C. Gardner

Attachment

cc: Karen Coleman
James DiLiberto
Robert W. Dow, Jr.

1675

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>		
2. Title of Proposed Legislation: ACCEPTING AND APPROPRIATING THE 100% FUNDED SUMMER JOBS EXPRESS! PROGRAM GRANT FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.		
3. Purpose of Proposed Legislation ACCEPT AND APPROPRIATE SUBSIDIZED EMPLOYMENT FUNDS.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> REVENUE TO COUNTY		
5. If the Answer to item 4 is "yes", on what will it impact? (check appropriate category)		
<input checked="" type="checkbox"/> County <input type="checkbox"/> Village <input type="checkbox"/> Library District	<input type="checkbox"/> Town <input type="checkbox"/> School District <input type="checkbox"/> Fire District	<input type="checkbox"/> Economic Impact <input type="checkbox"/> Other (Specify) <input type="checkbox"/> NOT APPLICABLE
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact REVENUE TO THE COUNTY		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. N/A		
8. Proposed Source of Funding NEW YORK STATE DEPARTMENT OF LABOR		
9. Timing of Impact IMMEDIATE		
10. Typed Name & Title of Preparer THERESA LOLLO PRINCIPAL FINANCIAL ANALYST	11. Signature of Preparer 	12. Date July 22, 2011

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1675

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 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 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1693 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1693 – 2011

**ACCEPTING AND APPROPRIATING \$22,656.00 ADDITIONAL
FEDERAL PASS THROUGH GRANT FUNDS FROM THE NYS
DEPARTMENT OF CRIMINAL JUSTICE SERVICES TO THE
SUFFOLK COUNTY DEPARTMENT OF PROBATION FOR
THE S.T.O.P. VIOLENCE AGAINST WOMEN ACT PROGRAM
WITH 100% SUPPORT**

**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. 1693 – 2011, BECAUSE THIS NEW AWARD IS A BRIDGE AWARD TO EXTEND
THE PROGRAM BY TWO MONTHS FOR THE PERIOD OF 08/01/2011 TO 09/30/2011
UNTIL THE STATE ISSUES A NEW CONTRACT IN OCTOBER.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.**

Brendan R Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED
SUFFOLK COUNTY, N.Y.
COUNTY LEGISLATURE
HAUPTBAUZE

2011 JUL 29 P 12:46

RECEIVED

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING \$22,656 ADDITIONAL FEDERAL PASS THROUGH GRANT FUNDS FROM THE NYS DEPARTMENT OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION FOR THE S.T.O.P. VIOLENCE AGAINST WOMEN ACT PROGRAM WITH 100% SUPPORT

WHEREAS, the New York State Division of Criminal Justice Services has awarded to Suffolk County \$22,656 in Federal funds under the S.T.O.P. Violence Against Women Act Grant Program for the period 08/01/11 – 09/30/11 as a bridge award until the full grant renewal is awarded; and

WHEREAS, the funds allow for the continuation of existing services between Suffolk County and the community-based organizations addressing sexual assault and domestic violence through a coordinated effort; and

WHEREAS, the S.T.O.P. Violence Against Women Act Funds are used to continue the efforts of the Police and the following community agencies: VIBS Family Violence & Rape Crisis Center, Suffolk County Coalition Against Domestic Violence, Brighter Tomorrows, Inc., and The Retreat, Inc.; and

WHEREAS, the program plan includes \$22,656 for the 2011 Operating Budget to continue this initiative; now, therefore be it

1st RESOLVED, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-4320 Federal Aid: Criminal Justice Programs	\$22,656.00

TO:

Suffolk County Probation Department
DCJS SVAW ACT
001-PRO-3178
\$22,656

<u>4000-Contractual</u>	<u>2011 Adopted</u>	<u>Increase/Decrease</u>	<u>2011 Modified Budget</u>
4980-GDXX Brighter Tomorrows	\$0	\$3,135.00	\$3,135.00
4980-GDF1 The Retreat	\$0	\$4,927.00	\$4,927.00
4980-GDE1 Suffolk Coalition	\$0	\$4,666.00	\$4,666.00
4980-GDD1 VIBS	\$0	<u>\$9,928.00</u>	<u>\$9,928.00</u>
	Total	\$22,656.00	\$22,656.00

2nd RESOLVED, that the County Executive will assign activity (pseudo) codes to the Probation Department for Brighter Tomorrows through Introductory Resolution No.1218-2011; and be it further

3rd **RESOLVED**, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

COUNTY OF SUFFOLK



1693

CRIMINAL JUSTICE COORDINATING COUNCIL

STEVE LEVY
Suffolk County Executive

GERARD J. COOK
Director

7/26/2011

Ken Crannell
Deputy County Executive

Enclosed please find 2 copies of a resolution packet prepared by the Suffolk County CJCC to accept grant funding from the NYS Division of Criminal Justice Services for the STOP Violence Against Women Act Grant Program due to expire on July 31, 2011. The new award is a Bridge Award to extend the program by two months for the period of 08/01/2011 to 09/30/2011 until the State issues a new contract in October. This will require a Certificate of Necessity (CN) to expedite the award given that it will expire September 30, 2011. A copy of the grant award is included. Please feel free to contact me at 2-6825 if you have any questions.

Thank you.

Robert C. Marmo, Ph.D.
Chief Planner
CJCC

Cc: Christopher Kent, Chief Deputy County Executive
Gerard J. Cook, Director

YAPHANK AVENUE
PO BOX 205
YAPHANK, NEW YORK 11980
(631) 852 - 6824/6825

<p>STATE AGENCY Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p>NYS COMPTROLLER'S NUMBER: T543645 (Contract Number) 1693 ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788</p>	<p>TYPE OF PROGRAMS: Violence Against Women DCJS NUMBERS: VW09543645 CFDA NUMBERS: 16.588</p>
<p>FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000</p>	<p>INITIAL CONTRACT PERIOD: FROM 08/01/2011 TO 09/30/2011 FUNDING AMOUNT FROM INITIAL PERIOD: \$22,656.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div></p>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p>State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Mr. Ed Dumas, Chief Deputy County Executive for Policy and Communications Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Violence Against Women

Project No.

Grantee Name

VW11-1006-D00

Suffolk County

07/25/2011

AGREEMENT

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

1693

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

1693

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract

Violence Against Women

Project No.

Grantee Name

VW11-1006-D00

Suffolk County

07/25/2011

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York,

1693

Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is

either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article

1693

11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803 <http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

1693

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

June 2011

Certified by - on

Award Contract

Violence Against Women

Project No.

Grantee Name

VW11-1006-D00

Suffolk County

07/25/2011

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York.

York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants

1693

Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
 2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
 3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
 4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
 5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
 6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.
13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.
14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
- This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.
15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.
16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.
17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

1693

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter; Report Due

January 1 - March 31; May 15

April 1 - June 30; August 15

July 1 - September 30; November 15

October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must,

1693

at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of

a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

VER:05/05/10

Certified by - on

Award Contract**Violence Against Women****Project No.****Grantee Name**

VW11-1006-D00

Suffolk County

07/25/2011

APPENDIX B - Budget Summary by Participant

Suffolk County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Advocate (VIBS) .025% of \$34,410 FTE annual salary	1	\$892.00	\$892.00	\$892.00	\$0.00
2	Bilingual Counselor (Retreat) .035% of \$20,085 annual salary	1	\$716.00	\$716.00	\$716.00	\$0.00
3	Court Coordinator/Advocate (SCCADV) .134% of \$34,671 FTE annual salary	1	\$4,666.00	\$4,666.00	\$4,666.00	\$0.00
4	SANE Director (VIBS) .146% of \$48,182 FTE annual salary	1	\$7,078.00	\$7,078.00	\$7,078.00	\$0.00
5	Advocate (Retreat) .085% of \$40,000 annual salary	1	\$3,417.00	\$3,417.00	\$3,417.00	\$0.00
6	Counselor (Retreat) .022% of \$36,036 annual salary	1	\$794.00	\$794.00	\$794.00	\$0.00
7	Advocate (Brighter Tomorrows) approx. 17 hrs wk @ \$15.92 per hr	1	\$2,508.00	\$2,508.00	\$2,508.00	\$0.00
8	SANE on call (VIBS) \$5 per hr for approx 115 hrs.	1	\$578.00	\$578.00	\$578.00	\$0.00
9	Bilingual Counselor (VIBS) .017% of \$40,733 FTE	1	\$704.00	\$704.00	\$704.00	\$0.00
Total				\$21,353.00	\$21,353.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Advocate (Brighter Tomorrows) 19%	1	\$476.00	\$476.00	\$476.00	\$0.00
2	SANE Director (VIBS) 9.55%	1	\$676.00	\$676.00	\$676.00	\$0.00
Total				\$1,152.00	\$1,152.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Accounting (Brighter Tomorrows) 5% of grant	1	\$151.00	\$151.00	\$151.00	\$0.00
Total				\$151.00	\$151.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$22,656.00	\$22,656.00	\$0.00

Suffolk County Probation Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds

	\$22,656.00	\$22,656.00	\$0.00
--	-------------	-------------	--------

Award Contract**Violence Against Women****Project No.****Grantee Name**

VW11-1006-D00

Suffolk County

07/25/2011

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4: Quarterly

1693

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER012510

Certified by - on

Award Contract

Violence Against Women

Project No.

Grantee Name

VW11-1006-D00

Suffolk County

07/25/2011

APPENDIX D - Work Plan

Goal

The goals for this project are: 1) to mobilize public and private resources to reduce the incidence of violence against women, especially in the forms of sexual assault and domestic violence; and 2) to enhance services to victims of sexual and domestic violence, improving the chances that victims will cooperate with prosecution against assailants and promoting recovery from trauma.

Special focus will be given to the under-served communities and populations.

1693

Objective #1

VIBS will enhance sexual assault victim treatment to improve victim cooperation, evidence collection and victim support; and increase the number of cases in which criminal prosecutions are pursued.

Task #1 for Objective #1

VIBS will maintain an operational Sexual Assault Examiner (SAE) project at: Good Samaritan Hospital, Peconic Bay Medical Center, and Stony Brook University Hospital.

Performance Measure

- 1 Number of trained SAE examiners.
- 2 Number of Department of Health certified SAE examiners.
- 3 Number of sexual assault exams performed.
- 4 Number of sexual assault kits used.
- 5 Number of sexual assault kits turned over to law enforcement.
- 6 Number of Drug Facilitated Sexual Assault (DFSA) kits used.
- 7 Number of DFSA kits turned over to law enforcement.
- 8 Number of victims presenting who declined an exam.
- 9 Number of victims who could not be served.
- 10 Description of protocol used to ensure victims received a SAE exam (e.g., on-call, existing ER staff, rotation, etc.)
- 11 Number of exams performed by SAEs vs. non-SAE examiner (if information is available).

Task #2 for Objective #1

VIBS will provide support for the sexual assault victim by involving the Rape Crisis Center from initial contact with victim through prosecution.

Performance Measure

- 1 Number of sexual assault examinations performed with a rape crisis counselor present.
- 2 Number of police reports with a rape crisis counselor present.
- 3 Number of follow-up visits with a rape crisis counselor.
- 4 Number of LE/DA interviews with a rape crisis counselor present.
- 5 Number of court appearances by victim accompanied by a rape crisis counselor (at victim's request).
- 6 Number of sexual assault victims declining the services of a Rape Crisis Counselor.

Task #3 for Objective #1

VIBS will educate and discuss sexual assault issues with first responders and agency partners.

Performance Measure

- 1 Number of meetings or trainings held for all partner agencies, number attended and list of partners represented.

Objective #2

VIBS will develop, maintain and/or improve relationship between SAE program and District Attorney's Office to enhance prosecution levels.

Task #1 for Objective #2

VIBS will meet regularly with District Attorney's Office to develop an on-going cooperative relationship and to establish protocols for dealing with victims of sexual assault.

1693

Performance Measure

- 1 Report on the meeting held to include dates and topics discussed.
- 2 Where possible, provide disposition of cases.

Objective #3

VIBS will facilitate ongoing training for SAE's and to the community.

Task #1 for Objective #3

VIBS will provide professional sexual assault training.

Performance Measure

- 1 Number and dates of training classes provided to SAE's.
- 2 Number of SAE's participated in training and hours completed.

Task #2 for Objective #3

VIBS will raise community awareness and increase community education of sexual assault services available.

Performance Measure

- 1 Number and type of media announcement, promotions and press releases.
- 2 Number of articles with program information and related activities.
- 3 Number of events attended by SAE's, SAFE staff or SART volunteers.

Objective #4

The Retreat will provide STOP Domestic Violence and Sexual Assault Program education and outreach services for persons on the East End of Suffolk County including services to underserved populations.

Task #1 for Objective #4

The Retreat will conduct outreach to the community through bilingual literature, presentations (including the annual health fair), press releases, other forms of media, and by receiving hotline calls.

Performance Measure

- 1 Copies of above printed materials, presentation logs, and logs of the number of hotline calls and website visits.

Task #2 for Objective #4

The Retreat will utilize space donated by the Suffolk County Probation Department to provide outreach to victims of domestic violence who have come to Probation's intake office to file for a Family Offense Petition.

Performance Measure

- 1 Number of victims of domestic violence served at this location.

Objective #5

The Retreat will provide counseling and advocacy services to women, who are the victims of domestic violence or sexual assault, from East End communities and women who are part of underserved populations (i.e. non-English speaking, disabled, mentally ill, immigrant women).

Task #1 for Objective #5

The Retreat will maintain staff specializing in counseling and advocacy for victims who are from underserved populations, including non-English speaking victims.

1693

Performance Measure

- 1 Hiring documentation, staff credentials, and consultant agreements for signing and various language interpreters will be maintained.

Task #2 for Objective #5

The Retreat will provide counseling and advocacy services to victims of sexual assault and domestic violence.

Performance Measure

- 1 Total number of sexual assault victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
- 2 Total number of domestic violence victims that receive advocacy services and the number from underserved population (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.)
- 3 Total number of domestic violence victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).

Task #3 for Objective #5

The Retreat will identify any sexual assault victims from among their domestic violence clients.

Performance Measure

- 1 Number of clients sexually abused within the context of a domestic violence relationship.

Objective #6

The SCCADV will increase awareness of sexual assault and domestic violence services available, including services to underserved populations.

Task #1 for Objective #6

The SCCADV will promote specialized sexual assault victim services available to the local community.

Performance Measure

- 1 Number and type of media announcements, articles, presentations and events.

Task #2 for Objective #6

The SCCADV will conduct vigorous outreach to these populations using letters and/or presentations to community groups, press releases, bilingual and other posters and brochures and by receiving hotline calls.

Performance Measure

- 1 Copies of above printed materials, presentation logs, and logs of the number of hotline calls and website visits.

Objective #7

The SCCADV will provide counseling and advocacy services to women, who are the victims of domestic violence or sexual assault, and who are part of underserved populations (i.e. non-English speaking, disabled, mentally ill, immigrant women).

Task #1 for Objective #7

The SCCADV will maintain staff specializing in counseling and advocacy for victims who are from underserved populations, including non-English speaking victims.

Performance Measure

- 1 Hiring documentation, staff credentials, and consultant agreements for signing and various language interpreters will be maintained.

Task #2 for Objective #7

1693

The SCCADV will provide counseling and advocacy services to victims of sexual assault and domestic violence.

Performance Measure

- 1 Total number of sexual assault victims that receive advocacy services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
- 2 Total number of sexual assault victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
- 3 Total number of domestic violence victims that receive advocacy services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
- 4 Total number of domestic violence victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).

Task #3 for Objective #7

The SCCADV will identify any sexual assault victims from among their domestic violence clients.

Performance Measure

- 1 Number of clients sexually abused within the context of a domestic violence relationship.

Objective #8

Brighter Tomorrows will provide a bilingual advocate to serve victims of domestic violence and individuals who may be identified as underserved populations in Family Court, Criminal Court, District Court and Probation as well as the Integrated Domestic Violence Part of the Supreme Court in Central Islip.

Task #1 for Objective #8

Brighter Tomorrows will maintain a bilingual staff person specializing in advocacy for victims of domestic violence who are from underserved populations.

Performance Measure

- 1 Hiring documentation, staff credentials, and consultant agreements for signing and various language translators will be maintained.

Task #2 for Objective #8

Brighter Tomorrows will provide advocacy services to individuals who are victims of domestic violence and who are part of underserved populations (i.e. Non-English speaking, disabled, mentally ill and/or immigrant women) in an effort to identify and improve overall service delivery.

Performance Measure

- 1 Age, ethnicity, number of Non-English speaking clients served and those with disabilities assisted.
- 2 Number of clients served by the advocate.
- 3 Number of court accompaniment provided by the advocate.

Award Contract

Violence Against Women

Project No.

Grantee Name

VW11-1006-D00

Suffolk County

07/25/2011

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

1693

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Grantee agrees that funds will be used only for the purpose areas described in the "Grants to Combat Crimes Against Women" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

Grantee agrees to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and reported on an annual (calendar year) basis.

For information about collecting data and the report for VAWA Measuring Effectiveness Initiative Project the link for the website is <http://muskie.usm.maine.edu/vawamei/formstop.htm>.

All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded pursuant to a S.T.O.P. Violence Against Women Formula Grant Program administered by DCJS, the New York State administering office. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U. S. Department of Justice, Office on Violence Against Women."

New York State has received a match waiver from the Federal Office on Violence Against Women. No match is required for grantees receiving FFY 2009 Violence Against Women Act funds.

FFY 2009 S.T.O.P. VAWA expenditures must be made by May 31, 2012. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and courts projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State or local victim service programs during the course of developing their projects.

FFY 2009 S.T.O.P. VAWA grantees agree to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.

FFY 2009 S.T.O.P. VAWA grantees agree to comply with the organizational requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that the funds may be withheld, or other-related requirements may be imposed, in outstanding audit issues (if any) from OMB Circular A- 133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

The Grantee agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 69-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Grantee must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the grantee. Any breach of confidentiality by the Grantee, its agents or representatives will be cause for the immediate termination of this Agreement.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate. Law enforcement grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257. All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257. Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable. Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257. Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld. UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimreporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Sexual Assault Examiner Program grantees agree to abide by the NYS Public Health law and the NYS Department of Health Adult Sexual Offense Evidence Collection Protocol. Grantee agrees that staff will be properly trained and performing complete exams. Grantee agrees that the rape crisis counselors will be certified for the confidentiality privilege. Grantee agrees to develop case tracking of SAE cases with the District Attorneys Office and report conviction rates of SAE vs. non-SAE sexual assault cases to DCJS. Grantee agrees that funds provided in this grant will only be used for adult (age 16 and over) forensic examination fees and program support.

The Grantee agrees to enter into a subcontract regarding compliance with the terms of this agreement with any agency who has expenses being paid by this grant award and itemized in Appendix B-Budget.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Award Contract

Violence Against Women

Project No.

Grantee Name

VW11-1006-D00

Suffolk County

07/25/2011

NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, sections I.F. and IV.A: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

Award Contract**Project No.**

VW11-1006-D00

Grantee Name

Suffolk County

07/25/2011

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April

28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of

the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803 <http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain.

1693

NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

June 2011

Certified by - on

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1694 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1694 – 2011

AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY
PLAN IN CONNECTION WITH A NEW POSITION TITLE IN T
HE DEPARTMENT OF HEALTH SERVICES: SPECIAL EDUCATION
COORDINATOR (SPANISH SPEAKING)

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. 1694 – 2011, BECAUSE NEW TITLE IS
NEEDED IN THE HEALTH DEPARTMENT’S BUREAU OF SERVICES TO
CHILDREN WITH SPECIAL NEEDS TO ORDER TO PROVIDE EFFICIENT
SERVICES TO SPANISH SPEAKING FAMILIES ELIGIBLE FOR PARTICIPATION
IN THE EARLY INTERVENTION PROGRAM FOR CHILDREN FROM BIRTH TO 2
YEARS AND 11 MONTHS WHO HAVE DEVELOPMENTAL DELAYS. THE
DEPARTMENT CURRENTLY HIRES TRANSLATORS TO ASSIST A GENERIC
SPECIAL EDUCATION COORDINATOR WHO WORKS WITH NON-ENGLISH
SPEAKING CLIENTS. EMPLOYMENT OF A SPANISH SPEAKING
COORDINATOR WOULD SERVE THE CLIENTS BETTER AND WOULD BE A
MORE EFFICIENT USE OF TIME AND MONEY BY ELIMINATING THE NEED
FOR TRANSLATION SERVICES AND THE EXTRA TIME THAT SUCH
CONTACTS INVOLVE. TIMELY PASSAGE OF THIS RESOLUTION WILL
EXPEDITE THE HIRING OF A COORDINATOR, BEFORE THE SCHOOL YEAR.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF AUGUST, 2011.

RECEIVED
SUFFOLK COUNTY, N.Y.
COUNTY LEGISLATURE

2011 JUL 29 P 2:31

RECEIVED



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

Intro. Res. No. 1694-11

LOT 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DEPARTMENT OF HEALTH SERVICES: SPECIAL EDUCATION COORDINATOR (SPANISH SPEAKING)

WHEREAS, the Department of Civil Service/Human Resources has completed a review of the duties and responsibilities of a certain position; and

WHEREAS, on the basis of this review they have determined that the new title of Special Education Coordinator (Spanish Speaking) be created; and

WHEREAS, there are sufficient unexpended and uncommitted funds in the Department of Health Services budget to cover the cost; now, therefore be it

1st RESOLVED, that the Suffolk County Classification and Salary Plan and the Department of Health Services operating budget be and they are hereby amended as follows:

ADDITION TO CLASSIFICATION AND SALARY PLAN

Table with 5 columns: Spec No., JC, Position Title, Grade, BU. Row 1: 2630, C, Special Education Coordinator (Spanish Speaking), 23, 02

AMENDMENTS TO OPERATING BUDGET

ADDITION

Table with 5 columns: Position No., Spec No., JC, Position Title, Grade, BU. Row 1: 01-4813-1000-0037, 2630, C, Special Education Coordinator (Spanish Speaking), 23, 02

DELETION

Table with 5 columns: Position No., Spec No., JC, Position Title, Grade, BU. Row 1: 01-4813-1000-0041, 2631, C, Special Education Coordinator, 23, 02

and be it further

2nd RESOLVED, that the provisions of the within resolution shall take effect within the first pay period immediately succeeding its adoption.

DATED:

APPROVED BY:

County Executive of Suffolk County Date:

COUNTY OF SUFFOLK

1694



STEVE LEVY

SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF CIVIL SERVICE/HUMAN RESOURCES
NORTH COUNTY COMPLEX BLDG. 158
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5500
FAX (631) 853-6305

ALAN SCHNEIDER
PERSONNEL DIRECTOR

interoffice memorandum

TO: Kenneth Crannell, Deputy County Executive - Administration
FROM: Cynthia DiStefano, Director of Classification
DATE: July 19, 2011
RE: New Title Request

~~~~~

A draft of a resolution to amend the Classification and Salary Plan to add the title Special Education Coordinator (Spanish Speaking) is attached. We have determined that a new title is needed in the Health Department's Bureau of Services to Children with Special Needs to order to provide efficient services to Spanish speaking families eligible for participation in the Early Intervention Program for children from birth to 2 years and 11 months who have developmental delays. The department currently hires translators to assist a generic Special Education Coordinator who works with non-English speaking clients. Employment of a Spanish speaking Coordinator would serve the clients better and would be a more efficient use of time and money by eliminating the need for translation services and the extra time that such contacts involve.

Please initiate this resolution to add the new title to the Classification and Salary Plan. A draft of our proposed specification is attached for your reference.

An e-mail version of the resolution has been sent to CE RESO REVIEW saved under the title "Reso-HS-Special Education Coordinator (SS) title 6-11."

Attachment

cc: Brendan Chamberlain, County Executive Assistant III  
Janet DeMarzo, Deputy Commissioner of Health Services – Administration  
Leonard Marchese, Director of Management and Research  
Erick Askerberg, Director of Labor Relations

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1694

|                                                                                                                                                                                                                                                                                                                                                  |                           |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------|
| 1. Type of Legislation<br>Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____                                                                                                                                                                                                                                       |                           |                  |
| 2. Title of Proposed Legislation<br>RESOLUTION No. _____ AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DEPARTMENT OF HEALTH SERVICES: SPECIAL EDUCATION COORDINATOR (SPANISH SPEAKING).                                                                                              |                           |                  |
| 3. Purpose of Proposed Legislation<br>To add the new title of Special Education Coordinator (Spanish Speaking) to the Classification and Salary Plan and to amend the Department of Health Services Operating Budget to add one Special Education Coordinator (Spanish Speaking) position and delete one Special Education Coordinator position. |                           |                  |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes _____ No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                     |                           |                  |
| 5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)                                                                                                                                                                                                                                                  |                           |                  |
| County                                                                                                                                                                                                                                                                                                                                           | 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                                                                                                                                                                                                                                                                      |                           |                  |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.                                                                                                                                                                                                                                                 |                           |                  |
| 8. Proposed Source of Funding                                                                                                                                                                                                                                                                                                                    |                           |                  |
| 9. Timing of Impact                                                                                                                                                                                                                                                                                                                              |                           |                  |
| 10. Typed Name & Title of Preparer<br><br>Cynthia DiStefano<br>Director of Classification                                                                                                                                                                                                                                                        | 11. Signature of Preparer | July 19, 2011    |

SCIN FORM 175b (10/95)

1694

DISTINGUISHING FEATURES OF THE CLASS

Under general supervision, an employee in this class is responsible for the implementation and monitoring of all service coordination activities directly related to the Early Intervention Program. The work differs from that of a Special Education Coordinator in that the incumbent must communicate, both orally and in writing, with Spanish-speaking children and families. The incumbent is expected to exercise considerable independent judgment and initiative in carrying-out program activities. Work is reviewed by an administrative supervisor through periodic reports and conferences. Does related work as required.

TYPICAL WORK ACTIVITIES

- Acts as liaison within the County providing specialized services to meet the needs of children with developmental delays (Birth to 2.11) and their families;
- Plans and assists in the development of individual programs for children with developmental delays (Birth to 2.11) and their families, and monitors the implementation of these programs;
- Serves as a team member with other professionals to effect a coordinated effort in serving children with developmental delays (Birth to 2.11) and their families;
- Promotes public understanding and cooperation with the objectives of the Early Intervention System;
- Coordinates services with other community resources;
- Prepares and submits monthly activity and statistical reports of work performed;
- Assists in the organization and supervision of the collection of required Early Intervention data;
- Attends community meetings and professional conferences to promote an understanding of Early Intervention Services;
- Assists in planning and organizing training programs for parents, staff and community members.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Thorough knowledge of the principles, practices and methods involved in providing Early Intervention and Special Education programs for infants and children who are developmentally delayed; thorough knowledge of the NYS Department of Health and State Education laws pertaining to Early Intervention and Special Education programs for the infants and children; thorough knowledge of the facilities and resources available in the community for infants and children who require intervention services and the most effective means of utilizing them; thorough knowledge of the modern developments, current literature, sources of information and materials used to implement early intervention services; ability to read, write and converse fluently in Spanish; ability to establish programs and maintain effective working relationships with families involved in programs for children requiring early intervention services; ability to analyze, plan and participate in the development of programs to effectively meet the needs of the infants and children; ability to express oneself clearly and concisely, both orally and in writing; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

OPEN COMPETITIVE

- (a) Graduation from a college with federally-authorized accreditation or registration by NY State with a Master's degree in Special Education and three (3) years of experience in case management, delivery of services to families or children, or in special education; or,
- (b) Graduation from a college with federally-authorized accreditation or registration by NY State with a Master's degree in Psychology, Social Work, Speech Pathology, Occupational Therapy, Physical Therapy, or Nursing; and three (3) years of experience in the field of Special Education, including at least one (1) year in early childhood special education/intervention.

NECESSARY SPECIAL REQUIREMENT

At the time of appointment and throughout the term of employment, the employee must possess a valid license to operate a motor vehicle in New York State or otherwise demonstrate their capacity to meet the transportation requirements of the job.

There will be a qualifying Spanish language examination.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 1696 - 2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1696 – 2011**

**ACCEPTING AND APPROPRIATING A 100% REIMBURSED  
GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT AND AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE AGREEMENTS**

**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. 1696 – 2011, BECAUSE THE COUNTY WISHES TO EXPEDITE THIS  
RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
SECOND DAY OF AUGUST, 2011.**



\_\_\_\_\_  
BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

2011 JUL 29 P 3:50  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
MANAGER

RECEIVED



Intro. Res. No. 1696-2011

|                                              |                    |
|----------------------------------------------|--------------------|
| <u>352-CDV-9282-4980-Contracted Agencies</u> | <u>\$3,001,878</u> |
| 4980-JND1- TOWN OF BROOKHAVEN                | \$1,938,360        |
| 4980-JNE1- TOWN OF EAST HAMPTON              | 116,705            |
| 4980-JNF1- TOWN OF RIVERHEAD                 | 140,903            |
| 4980-JNG1- TOWN OF SHELTER ISLAND            | 13,600             |
| 4980-JNH1- TOWN OF SMITHTOWN                 | 273,632            |
| 4980-JNI1- TOWN OF SOUTHAMPTON               | 94,528             |
| 4980-JNJ1- TOWN OF SOUTHOLD                  | 110,500            |
| 4980-JNK1- VILLAGE OF BELLPORT               | 15,300             |
| 4980-JNL1- VILLAGE OF LAKE GROVE             | 44,200             |
| 4980-JNM1- VILLAGE OF PATCHOGUE              | 188,700            |
| 4980-JNN1- VILLAGE OF PORT JEFFERSON         | 19,550             |
| 4980-JNO1- VILLAGE OF SAG HARBOR             | 13,600             |
| 4980-JNP1- VILLAGE OF SOUTHAMPTON            | 21,250             |
| 4980-JNQ1- VILLAGE OF WESTHAMPTON BEACH      | 11,050             |

INTERFUND TRANSFER  
TRANSFER TO FUND 351  
IFT-9600

352-IFT-E351Transfer to Fund 351 Community Development Administration \$333,542

and be it further

**3<sup>rd</sup> RESOLVED**, that the reporting category for the County Integrated Financial Management System (IFMS) is CD11; and be it further

**4<sup>th</sup> RESOLVED**, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

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

Date:

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<br>ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS. |                                                                                      |                  |
| 3. Purpose of Proposed Legislation<br><br>SEE NO. 2 ABOVE                                                                                                                                                     |                                                                                      |                  |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes _____ No <input checked="" type="checkbox"/>                                                                                                  |                                                                                      |                  |
| 5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)                                                                                                                    |                                                                                      |                  |
| County                                                                                                                                                                                                        | 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<br><br><br>                                                                                                                       |                                                                                      |                  |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.<br>NO IMPACT                                                                                                 |                                                                                      |                  |
| 8. Proposed Source of Funding<br>100% REIMBURSABLE GRANT FUNDS FROM THE U.S. DEPT OF HOUSING & URBAN DEVELOPMENT<br>-CDBG - GRANTS TO COOPERATING MUNICIPALITIES.                                             |                                                                                      |                  |
| 9. Timing of Impact<br><br>UPON ADOPTION OF LEGISLATION                                                                                                                                                       |                                                                                      |                  |
| 10. Typed Name & Title of Preparer                                                                                                                                                                            | 11. Signature of Preparer                                                            | 12. Date         |
| JAMES P. BURT<br>ASSISTANT BUDGET DIRECTOR                                                                                                                                                                    |  | July 29, 2011    |

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**POLICE DISTRICT AND DISTRICT COURT**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**COMBINED**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>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 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 1697 - 2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1697 – 2011**

**ACCEPTING AND APPROPRIATING A 100% REIMBURSED  
GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT FOR AN EMERGENCY SHELTER  
GRANTS PROGRAM AND AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE AN AGREEMENTS.**

**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. 1697 – 2011, BECAUSE THE COUNTY  
WISHES TO EXPEDITE THIS RESOLUTION TO MAXIMIZE FEDERAL AID.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
SECOND DAY OF AUGUST, 2011.**

*Brendan R Chamberlain*

\_\_\_\_\_  
BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED  
2011 JUL 29 P 3:50  
SUFFOLK COUNTY  
CLERK OF SUPERIOR COURT  
INDUSTRIAL  
BUILDING

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR AN EMERGENCY SHELTER GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT**

**WHEREAS**, the Suffolk County Community Development Office has been awarded an Emergency Shelter Grant for fiscal year 2011 under Title IV of the Stewart B. McKinney Homeless Assistance Act, Subpart B, P.O. 100-77; and

**WHEREAS**, the County has been awarded an Emergency Shelter Grant in the amount of \$162,348; and

**WHEREAS**, \$8,117 of said funds are to be used for operational costs; and

**WHEREAS**, these funds have been included in the 2011 Adopted Operating Budget; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the Emergency Shelter Grant and to contract with the cooperating non-profit organizations for the expenditure of these funds; and be it further

**2<sup>nd</sup> RESOLVED**, that \$8,117 of these funds be used to reimburse budgeted County expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds.

|                                             |               |
|---------------------------------------------|---------------|
| <u>REVENUES:</u>                            | <u>AMOUNT</u> |
| 354-4910 Federal Aid: Community Development | \$162,348     |

ORGANIZATIONS:

Economic Development  
Emergency Shelter Grants Program  
354-CDV-8783

|                            |                  |
|----------------------------|------------------|
| <u>Contracted Services</u> | <u>\$154,231</u> |
| 4980-Contracted Agencies   | \$154,231        |

Interfund Transfer  
Transfer To Fund 351  
IFT-9600

|                                                     |                 |
|-----------------------------------------------------|-----------------|
| 354-IFT-E351 Transfer to Fund 351 Comm. Dev. Admin. | <u>\$ 8,117</u> |
|-----------------------------------------------------|-----------------|

and be it further

3<sup>rd</sup>           **RESOLVED**, that the reporting category for the County Integrated Financial Management System (IFMS) is CD10.

DATED:

APPROVED BY:

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

Date:

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<br>ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR AN EMERGENCY SHELTER GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT |                                                                                      |                  |
| 3. Purpose of Proposed Legislation<br><br>SEE NO. 2 ABOVE                                                                                                                                                                                              |                                                                                      |                  |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes _____ No <input checked="" type="checkbox"/>                                                                                                                                           |                                                                                      |                  |
| 5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)                                                                                                                                                             |                                                                                      |                  |
| County                                                                                                                                                                                                                                                 | 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                                                                                                                                                                            |                                                                                      |                  |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.<br>NO IMPACT                                                                                                                                          |                                                                                      |                  |
| 8. Proposed Source of Funding<br>100% REIMBURSABLE GRANT FUNDS FROM THE U.S. DEPT OF HOUSING & URBAN DEVELOPMENT – EMERGENCY SHELTER GRANTS PROGRAM.                                                                                                   |                                                                                      |                  |
| 9. Timing of Impact<br><br>UPON ADOPTION OF LEGISLATION                                                                                                                                                                                                |                                                                                      |                  |
| 10. Typed Name & Title of Preparer                                                                                                                                                                                                                     | 11. Signature of Preparer                                                            | 12. Date         |
| JAMES P. BURT<br>ASSISTANT BUDGET DIRECTOR                                                                                                                                                                                                             |  | July 29, 2011    |

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**POLICE DISTRICT AND DISTRICT COURT**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**COMBINED**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>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 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 1698 - 2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1698 – 2011  
ACCEPTING AND APPROPRIATING A 100% REIMBURSED  
GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT FOR A HOME INVESTMENT  
PARTNERSHIPS PROGRAM AND AUTHORIZING THE  
COUNTY EXECUTIVE TO EXECUTE AGREEMENTS**

**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. 1698 – 2011, BECAUSE**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
SECOND DAY OF AUGUST, 2011.**

*Brendan R Chamberlain*

\_\_\_\_\_  
**BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

RECORDED  
2011 AUG -1 A 11:15  
COUNTY CLERK  
SUFFOLK COUNTY, N.Y.  
FRASERPAUL@

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A HOME INVESTMENT PARTNERSHIPS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS**

**WHEREAS**, the Suffolk County Department of Economic Development/Community Development Division has submitted an application for a HOME Investment Partnership Program Grant for Federal Fiscal Year 2011 under Title II of the National Affordable Housing Act of 1990 (P.L. 101-625); and

**WHEREAS**, the County has been awarded a HOME Investment Partnership Program FY 2011 grant in the amount of \$2,114,685; and

**WHEREAS**, \$211,468 of said funds are to be used for operational costs; and

**WHEREAS**, these funds have been included in the 2011 Adopted Operating Budget; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the HOME Investment Partnerships Grant and to contract with HUD, cooperating municipalities, non-profit and for-profit organizations for the expenditure of these funds; and be it further

**2<sup>nd</sup> RESOLVED**, that \$211,468 of these funds be used to reimburse budgeted County expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds:

| <u>REVENUES:</u>                            | <u>AMOUNT</u> |
|---------------------------------------------|---------------|
| 353-4911 Federal Aid: Community Development | \$2,114,685   |

ORGANIZATIONS:

Economic Development  
Home Investment Partnerships  
353-CDV-8777

|                            |                    |
|----------------------------|--------------------|
| <u>Contracted Services</u> | <u>\$1,903,217</u> |
| 4980-Contracted Agencies   | \$1,903,217        |

Interfund Transfer  
Transfer To Fund 351  
IFT-9600

|              |                                     |                  |
|--------------|-------------------------------------|------------------|
| 353-IFT-E351 | Transfer to Fund 351 Comm Dev Admin | <u>\$211,468</u> |
|--------------|-------------------------------------|------------------|

and be it further

3<sup>rd</sup>           **RESOLVED**, that the reporting category for the County Integrated Financial Management System (IFMS) is CD12; and be it further

4<sup>th</sup>           **RESOLVED**, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

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

Date:

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<br>ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A HOME INVESTMENT PARTNERSHIP PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS. |                                                                                      |                  |
| 3. Purpose of Proposed Legislation<br><br>SEE NO. 2 ABOVE                                                                                                                                                                                               |                                                                                      |                  |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes _____ No <input checked="" type="checkbox"/>                                                                                                                                            |                                                                                      |                  |
| 5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)                                                                                                                                                           |                                                                                      |                  |
| County                                                                                                                                                                                                                                                  | 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                                                                                                                                                                             |                                                                                      |                  |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.<br>NO IMPACT                                                                                                                                           |                                                                                      |                  |
| 8. Proposed Source of Funding<br>100% REIMBURSABLE GRANT FUNDS FROM THE U.S. DEPT OF HOUSING & URBAN DEVELOPMENT – HOME INVESTMENT PARTNERSHIPS GRANT.                                                                                                  |                                                                                      |                  |
| 9. Timing of Impact<br><br>UPON ADOPTION OF LEGISLATION                                                                                                                                                                                                 |                                                                                      |                  |
| 10. Typed Name & Title of Preparer                                                                                                                                                                                                                      | 11. Signature of Preparer                                                            | 12. Date         |
| JAMES P. BURT<br>ASSISTANT BUDGET DIRECTOR                                                                                                                                                                                                              |  | July 29, 2011    |

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**POLICE DISTRICT AND DISTRICT COURT**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**COMBINED**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>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 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1R 1705-11

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a local law entitled "A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL" has been introduced in the Suffolk County Legislature.

This law would suspend the application of the "5-25-5 Law", which requires that recurring expenses be paid by a transfer from the General Fund rather than through issuance of debt, for the fiscal years 2011 and 2012.

NOTICE IS FURTHER GIVEN that the County Legislature will hold a public hearing in the Rose Y. Caracappa Auditorium of the Suffolk County Legislature, in the William H. Rogers Building, Hauppauge, New York, on the 2nd day of August, 2011, at 6:30 P.M.

It is requested that speakers prepare a written statement to submit for the record.

Tim Laube  
Clerk of the County Legislature

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 1705 - 2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1705 – 2011**

**RESOLUTION NO. -2011, A CHARTER LAW TO  
IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-  
25-5 LAW TO MITIGATE BUDGETARY SHORTFALL**

**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. 1705 – 2011, BECAUSE THE COUNTY LEGISLATURE, VIA RESOLUTION 324-  
2011 LOWERED FUNDING BUDGETED FOR "G" FUNDED "PAY-AS-YOU-GO"  
PROJECTS AND AS SUCH, THERE IS NO LONGER SUFFICIENT FUNDING  
AVAILABLE TO PROGRESS THESE PROJECTS UNLESS A ROLLING DEBT POLICY  
IS ENACTED. THE PURPOSE OF THIS LAW IS TO WAIVE THE APPLICATION OF  
THE 5-25-5 LAW FOR A TWO-YEAR PERIOD OF TIME AND TO PERMIT NORMAL  
BONDING FOR ITEMS THAT WOULD OTHERWISE BE REQUIRED TO BE PAID FOR  
UNDER THE 5-25-5 LAW IN ORDER TO DEAL WITH THE LACK OF FUNDING IN THE  
OPERATING BUDGET.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
SECOND DAY OF AUGUST, 2011.**

RECEIVED  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
HAUPPAUGE

2011 JUL 29 P 1:42

RECEIVED

*Brendan R Chamberlain*

**BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW  
NO. -2011, A CHARTER LAW TO IMPLEMENT TWO-  
YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO  
MITIGATE BUDGETARY SHORTFALL**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a regular meeting held on August 2, 2011, a proposed Charter law entitled, "**A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL**;" and said local law in final form is the same as when presented and introduced; now, therefore be it

**WHEREAS**, the County Legislature, via Resolution No. 324-2011 lowered funding budgeted for "G" funded "pay-as-you-go" projects. As such, there is no longer sufficient funding available for these projects unless a rolling debt policy is hereby enacted; now, therefore be it

**RESOLVED**, that said local law be enacted in form as follows:

**LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK**

**A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT  
POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL**

**BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF  
SUFFOLK**, as follows:

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that Local Law No. 23-1994, "A Charter Law to Establish 5-25-5 Debt Policy," was adopted for the purpose of making the Capital Program and Budget approval and appropriation process more meaningful and more responsive to the needs of the public and to accommodate increased future debt service payments by prohibiting the issuance of debt to pay for the following County operating expenses:

- 1.) repair and maintenance not significantly extending the useful life of an asset;
- 2.) dredging projects - \$100,000. or less;
- 3.) road and equipment repairs;
- 4.) roof replacement;
- 5.) equipment purchases that may not occur in the same location or department if:
  - a.) costs are incurred on annual basis;
  - b.) item price is \$5,000 or less;
  - c.) aggregate cost is less than \$25,000; and
  - d.) useful life is five (5) years or less;
- 6.) 9 mm guns; and
- 7.) soft body armor vests.

This Legislature further finds that the County of Suffolk has waived the application of the 5-25-5 during periods of significant economic downturns.

This Legislature also finds that the County of Suffolk faces the prospect of operating budget difficulties in 2011 and 2012.

This Legislature further determines that interest rates are still low by historical standards, thereby permitting substitution of low cost debt for a limited number of recurring expenses during 2011 and 2012 in order to deal with the impact of the anticipated budget shortfall.

Therefore, the purpose of this law is to waive the application of the 5-25-5 Law for a two-year period of time and to permit traditional normal bonding for items that would otherwise be required to be paid for under the 5-25-5 Law in order to deal with the anticipated budget shortfall.

### **Section 2. Amendment.**

§ C4-19 of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

#### **§4-19. Adoption of capital program.**

- A.) Not less than two weeks after the public hearing required by § C4-18 and not later than the 30th day of June, the County Legislature shall adopt the proposed capital program, with or without amendments.
- B.) If the County Legislature does not adopt a capital program on or before the 30th day of June, the proposed capital program shall be deemed adopted as submitted.
  - 1.) Commencing in fiscal year 1996, funding for recurring expenses shall be paid by a transfer from the General Fund rather than through the issuance of debt.
  - 2.) The requirement of subsection (1) of this paragraph shall not apply to recurring expenses incurred, or necessary to be paid, during fiscal years [2006 and 2007] 2011 and 2012.

### **Section 3. Applicability.**

This law shall apply to all actions occurring on or after the effective date of this law only during fiscal years 2011 and 2012.

### **Section 4. Severability.**

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or

unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 5. SEQRA Determination.**

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law 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. 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 law.

**Section 6. Effective Date.**

This law shall not take effect until at least sixty (60) days after its adoption, nor until approved by the affirmative vote of a majority of the qualified electors of the County of Suffolk voting on a proposition for its approval if within sixty (60) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against this law in conformity with the provisions of Section 34(4) of the NEW YORK MUNICIPAL HOME RULE LAW and upon filing in the Office of the Secretary of State.

[ ] Brackets denote deletion of existing language  
\_\_\_ Underlining denotes addition of new language

DATED:

APPROVED BY:

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

Date:

OFFICE OF THE COUNTY LEGISLATURE  
COUNTY OF SUFFOLK

1705



GEORGE NOLAN  
COUNSEL TO THE LEGISLATURE  
email: george.nolan@suffolkcountyny.gov

WILLIAM H. ROGERS BUILDING  
P.O. Box 6100  
HAUPPAUGE, NY 11788-0099  
(631) 853-5494 (PHONE)  
(631) 853-4415 (FAX)

DATE: JULY 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

-----  
PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY  
UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL

SPONSOR: PRESIDING OFFICER ON THE REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 7/27/2011 PUBLIC HEARING: 8/16/2011

DATE ADOPTED/NOT ADOPTED: \_\_\_\_\_ CERTIFIED COPY RECEIVED: \_\_\_\_\_

Enactment of this proposed Charter Law would suspend the application of the "5-25-5 Law" for another two (2) year period including fiscal years 2011 and 2012. The 5-25-5 law, codified in Section C4-19(B)(1) of the SUFFOLK COUNTY CHARTER, requires that recurring expenses be paid by a transfer from the General Fund rather than through the issuance of debt.

This law would be subject to the 60-day permissive referendum requirement.

A handwritten signature in black ink, appearing to read "George Nolan", written over the typed name.

GEORGE NOLAN  
Counsel to the Legislature

GN:js

s:\r28\28-5-25-5-rolling-debt-policy

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                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                     |                  |
| RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
| 3. Purpose of Proposed Legislation                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                     |                  |
| SEE #2 ABOVE                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                     |                  |
| 4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                              |                                                                                     |                  |
| 5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)                                                                                                                                                                                                                                                                                                                                                                           |                                                                                     |                  |
| County                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 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 purpose of this resolution waives the application of the 5-25-5 Law for a two-year period, permitting normal bonding of projects that are now classified as "G" funded projects. This will help deal with the anticipated operating budget difficulties in 2011 & 2012. This local law has no immediate fiscal impact on debt service. The impact will be incurred as "G" funded projects are appropriated and adopted with a change in the method of financing. |                                                                                     |                  |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.                                                                                                                                                                                                                                                                                                                                                                     |                                                                                     |                  |
| N.A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                     |                  |
| 8. Proposed Source of Funding                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                     |                  |
| Allow for the conversion of "G" funded projects, funded from the Operating Budget, to "B" Funded projects, allowing Serial Bonds to be authorized for these projects.                                                                                                                                                                                                                                                                                                |                                                                                     |                  |
| 9. Timing of Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                     |                  |
| Shall not take effect until at least sixty (60) days after its adoption and upon filing in the Office of the Secretary of State.                                                                                                                                                                                                                                                                                                                                     |                                                                                     |                  |
| 10. Typed Name & Title of Preparer                                                                                                                                                                                                                                                                                                                                                                                                                                   | 11. Signature of Preparer                                                           | 12. Date         |
| Nicholas Paglia<br>Executive Technician                                                                                                                                                                                                                                                                                                                                                                                                                              |  | 7/8/11           |

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2012 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|       | 2012<br>PROPERTY TAX LEVY | 2012<br>COST TO AVG TAXPAYER | 2012 AV TAX<br>RATE PER \$100 | 2012 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | <b>\$0</b>                | <b>\$0.00</b>                |                               | \$0.000                         |

**POLICE DISTRICT AND DISTRICT COURT**

|       | 2012<br>PROPERTY TAX LEVY | 2012<br>COST TO AVG TAXPAYER | 2012 AV TAX<br>RATE PER \$100 | 2012 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | <b>\$0</b>                | <b>\$0.00</b>                |                               | \$0.000                         |

**COMBINED**

|       | 2012<br>PROPERTY TAX LEVY | 2012<br>COST TO AVG TAXPAYER | 2012 AV TAX<br>RATE PER \$100 | 2012 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | <b>\$0</b>                | <b>\$0.00</b>                |                               | \$0.000                         |

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

REVISED 8/2/11

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. -2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1706 -2011**

**RESOLUTION NO. -2011, RESOLUTION NO. -  
2011, AUTHORIZING THE LEASE OF PREMISES IN THE  
TOWN OF ISLIP FOR USE BY THE DISTRICT ATTORNEY'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. -2011. THE PROPOSED LEASE IS  
TO BE PAID USING GRANT MONIES APPROVED BY RESO. NO. 44-2011. IN  
ADDITION TO PROVIDING FUNDING FOR RENTAL COSTS, NINE NEW  
POSITIONS ARE TO BE FUNDED BY THE GRANT. ONLY FOUR POSITIONS  
HAVE CURRENTLY BEEN FILLED SINCE THERE IS NOT SUFFICIENT  
SPACE TO ACCOMMODATE THE OTHER FIVE FUNDED POSITIONS.  
IMMEDIATE SPACE IS ALSO REQUIRED FOR THE TEMPORARY HOUSING  
OF THE TAX CRIMES UNIT, WHOSE NEW SPACE IN THE OLD 4<sup>TH</sup>  
PRECINCT WILL NOT BE COMPLETED FOR A MINIMUM OF EIGHTEEN (18)  
MONTHS. IN ORDER TO MAXIMIZE THE USE OF THE GRANT FUNDS, AND  
AVOID ANY FORFEITURE OF FUNDS NOT TIMELY USED, IT IS IN THE  
COUNTY'S BEST INTEREST TO IMMEDIATELY ENTER INTO A LEASE.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
2<sup>ND</sup> DAY OF AUGUST, 2011.**

*Brendan R. Chamberlain*

---

**BRENDAN CHAMBERLAIN**  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

**REVISED AUGUST 2, 2011**

Intro. Res. No. 1706 - 2011

Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2011, AUTHORIZING THE LEASE OF  
PREMISES IN THE TOWN OF ISLIP FOR USE BY THE DISTRICT  
ATTORNEY'S OFFICE**

**WHEREAS**, the District Attorney's Office requires use of premises to conduct various operations, including covert operations within the Town of Islip; and

**WHEREAS**, section A42-8(4) of the Suffolk County Administrative Code provides an exception to the County's procedures for the leasing of space for covert/undercover operations so as to protect the covert status of such operations; and

**WHEREAS**, in the instant case, the rental payments for the desired space are to be paid by grant funds which have been deposited in a general fund account rather than a miscellaneous fund from which the lease payments are to be paid; and

**WHEREAS**, in order to insure the proper accounting procedures are followed in connection with the grant, it is necessary that the lease be processed in the normal course of County business; and

**WHEREAS**, sufficient funds have been provided in the 2011 Operating Budget for lease payments for the subject premises; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Sections 617.5(1), (20) and (27) of the New York Code of Rules and Regulations (NYCRR) and Section 8-109 of the New York Environmental Conservation Law in that the resolution pertains to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; since this resolution is a Type II action, the Legislature has no further responsibilities under SEQRA; Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate; and be it further

**2<sup>nd</sup> RESOLVED**, that the District Attorney, or his duly authorized representative, be and hereby is authorized to execute a Lease Agreement in a standard form commonly used in the industry for leasing in this kind of circumstance, said lease to be for a term not to exceed one year.

DATED:

APPROVED BY:

County Executive of Suffolk County  
Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

|                                                                                                                                                                                   |                                                                                                                   |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1. Type of Legislation                                                                                                                                                            |                                                                                                                   |                           |
| Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>                                                                                                         |                                                                                                                   |                           |
| 2. Title of Proposed Legislation<br><b>RESOLUTION NO.     -2011, AUTHORIZING THE LEASE OF<br/>PREMISES IN THE TOWN OF BROOKHAVEN FOR USE BY THE<br/>DISTRIC ATTORNEY'S OFFICE</b> |                                                                                                                   |                           |
| 3. Purpose of Proposed Legislation<br><br>SEE NO. 2 ABOVE                                                                                                                         |                                                                                                                   |                           |
| 4. Will the Proposed Legislation Have a Fiscal Impact? <b>Yes</b> <u>  </u> <b>No</b> <u>  X  </u>                                                                                |                                                                                                                   |                           |
| 5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)                                                                                     |                                                                                                                   |                           |
| County                                                                                                                                                                            | Town                                                                                                              | Economic Impact           |
| Village                                                                                                                                                                           | School District                                                                                                   | Other (Specify): DAV      |
| Library District                                                                                                                                                                  | Fire District                                                                                                     |                           |
| 6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact<br>None                                                                                               |                                                                                                                   |                           |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.<br>None                                                                          |                                                                                                                   |                           |
| 8. Proposed Source of Funding<br>The lease will be paid for out of grant funds deposited in the general fund.                                                                     |                                                                                                                   |                           |
| 9. Timing of Impact<br><br>Immediate                                                                                                                                              |                                                                                                                   |                           |
| 10. Typed Name & Title of Preparer<br>Stephanie Rubino<br>Chief Executive Analyst                                                                                                 | 11. Signature of Preparer<br> | 12. Date<br>July 29, 2011 |

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**POLICE DISTRICT AND DISTRICT COURT**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**COMBINED**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>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 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

*Stephanie Rubin*  
Chief Executive Analyst  
7/29/11

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. - 2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. <sup>1707</sup> - 2011**

**RESOLUTION NO. -2011, EXTENDING EXISTING  
ONE PERCENT SALES AND COMPENSATING USE  
TAX FOR THE PERIOD BEGINNING DECEMBER 1,  
2011 AND ENDING NOVEMBER 30, 2013, PURSUANT  
TO AUTHORITY OF SECTION 1210 OF ARTICLE 29  
OF THE TAX LAW OF THE STATE OF NEW YORK**

**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. - 2011, BECAUSE THE NEW YORK  
STATE DEPARTMENT OF TAXATION DIRECTED US TO RE-ADOPT THIS  
RESOLUTION.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
SECOND DAY OF AUGUST, 2011.**

RECEIVED  
2011 JUL 29 P 12:46  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
HAUPTBAU

*Brendan R. Chamberlain*

\_\_\_\_\_  
BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

1707

Intro. Res. No. \_\_\_\_\_-2011

Laid on Table 8/2/2011

Introduced by the Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2011, EXTENDING EXISTING ONE PERCENT SALES AND COMPENSATING USE TAX FOR THE PERIOD BEGINNING DECEMBER 1, 2011 AND ENDING NOVEMBER 30, 2013, PURSUANT TO AUTHORITY OF SECTION 1210 OF ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK**

**WHEREAS**, Chapter 27 of the Laws of 2001 authorized the imposition of an additional sales and compensating use tax within the territorial limits of the County at the rate of one percent for the period beginning June 1, 2001 and ending November 30, 2003; and

**WHEREAS**, Chapter 368 of the Laws of 2003 authorized the County to continue to impose an additional sales and compensating use tax within the territorial limits of the County at the rate of one percent for the period beginning December 1, 2003 and ending November 30, 2005; and

**WHEREAS**, Chapter 202 of the Laws of 2005 authorized the County to continue to impose an additional sales and compensating use tax within the territorial limits of the County at the rate of one percent for the period beginning December 1, 2005 and ending November 30, 2007; and

**WHEREAS**, Chapter 684 of the Laws of 2007 authorized the County to continue to impose an additional sales and compensating use tax within the territorial limits of the County at the rate of one percent for the period beginning December 1, 2007 and ending November 30, 2009; and

**WHEREAS**, Chapter 283 of the Laws of 2009 authorized the County to continue to impose an additional sales and compensating use tax within the territorial limits of the County at the rate of one percent for the period beginning December 1, 2009 and ending November 30, 2011; and

**WHEREAS**, Chapter 122 of the Laws of 2011 authorized the County to continue to impose an additional sales and compensating use tax within the territorial limits of the County at the rate of one percent for the period beginning December 1, 2011 and ending November 30, 2013; and

**WHEREAS**, it is now desired to continue to impose such additional one percent rate of sales and compensating use tax from December 1, 2011 through November 30, 2013, as authorized by Section 1210 of the New York Tax Law, as amended; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, by the County Legislature of the County of Suffolk, New York, as follows:

**SECTION 1.** The first sentence of section two of Resolution No. 745-1968, as amended, is amended to read as follows:

**SECTION 2.** Imposition of sales tax.

On and after June 1, 2001, there is hereby imposed and there shall be paid a tax of four and one-quarter percent, provided, however, that on and after December 1, 2013<sup>[1]</sup>, there is hereby imposed and there shall be paid a tax of three and one-quarter percent, and provided further, however, that on and after December 1, 2030, there is hereby imposed and there shall be paid a tax of three percent, upon:

**SECTION 2.** Subdivision (j) of section three of Resolution No. 745-1968, as amended, is amended to read as follows:

(j) With respect to the additional tax of one percent imposed for the period commencing June 1, 2001, and ending November 30, 2013<sup>[1]</sup>, the provisions of subdivisions (a), (b), (c), (d) and (e) of this section apply, except that for the purposes of this subdivision, all references in said subdivisions (a), (b), (c) and (d) to an effective date shall be read as referring to June 1, 2001, all references in said subdivision (a) to the date four months prior to the effective date shall be read as referring to February 1, 2001, and the reference in subdivision (b) to the date immediately preceding the effective date shall be read as referring to May 31, 2001. Nothing herein shall be deemed to exempt from tax at the rate in effect prior to June 1, 2001, any transaction which may not be subject to the additional tax imposed effective on that date.

**SECTION 3.** Section four of Resolution No. 745-1968, as amended, is amended to read as follows:

**SECTION 4.** Imposition of compensating use tax.

(a) Except to the extent that property or services have already been or will be subject to the sales tax under this enactment, there is hereby imposed on every person a use tax for the use within this taxing jurisdiction on and after June 1, 2001, except as otherwise exempted under this enactment, (A) of any tangible personal property purchased at retail, (B) of any tangible personal property (other than computer software used by the author or other creator), manufactured, processed or assembled by the user, (i) if items of the same kind of tangible personal property are offered for sale by him in the regular course of business or (ii) if items are used as such or incorporated into a structure, building or real property, by a contractor, subcontractor or repairman in erecting structures or buildings, or building on, or otherwise adding to, altering, improving, maintaining, servicing or repairing real property, property or land, as the terms real property, property or land are defined in the real property tax law, if items of the same kind are not offered for sale as such by such contractor, subcontractor or repairman or other user in the regular course of business, (C) of any of the services described in paragraphs (1), (7) and (8) of subdivision (c) of section two, (D) of any tangible

personal property, however acquired, where not acquired for purposes of resale, upon which any of the services described under paragraphs (2), (3) and (7) of subdivision (c) of section two have been performed, (E) of any telephone answering service described in subdivision (b) of section two and (F) of any computer software written or otherwise created by the user if the user offers software of a similar kind for sale as such or as a component part of other property in the regular course of business.

(b) For purposes of clause (A) of subdivision (a) of this section, for the period beginning [December 1, 2000, and ending May 31, 2001, the tax shall be at the rate of four percent, for the period beginning] June 1, 2001, and ending November 30, 2013<sup>[1]</sup>, the tax shall be at the rate of four and one-quarter percent, for the period beginning December 1, 2013<sup>[1]</sup>, and ending November 30, 2030, the tax shall be at the rate of three and one-quarter percent, and on and after December 1, 2030, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for such property, or for the use of such property, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section one, but excluding any credit for tangible personal property accepted in part payment and intended for resale.

(c) For the purposes of this subclause (i) of clause (B) of subdivision (a) of this section, for the period beginning [December 1, 2000 and ending May 31, 2001, the tax shall be at the rate of four percent, for the period beginning] June 1, 2001, and ending November 30, 2013<sup>[1]</sup>, the tax shall be at the rate of four and one-quarter percent, for the period beginning December 1, 2013<sup>[1]</sup>, and ending November 30, 2030, the tax shall be at the rate of three and one-quarter percent, and on and after December 1, 2030, the tax shall be at the rate of three percent, of the price at which items of the same kind of tangible personal property are offered for sale by the user, and the mere storage, keeping, retention or withdrawal from storage of tangible personal property by the person who manufactured, processed or assembled such property shall not be deemed a taxable use by him.

(d) For purposes of subclause (ii) of clause (B) of subdivision (a) of this section, for the period beginning [December 1, 2000, and ending May 31, 2001, the tax shall be at the rate of four percent, for the period beginning] June 1, 2001, and ending November 30, 2013<sup>[1]</sup>, the tax shall be at a rate of four and one-quarter percent, for the period beginning December 1, 2013<sup>[1]</sup>, and ending November 30, 2030, the tax shall be at a rate of three and one-quarter percent, and on and after December 1, 2030, the tax rate shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property manufactured, processed or assembled into the tangible personal

property the use of which is subject to tax, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section one.

(e) Notwithstanding the foregoing provisions of this section, for purposes of clause (B) of subdivision (a) of this section, there shall be no tax on any portion of such price which represents the value added by the user to tangible personal property which he fabricates and installs to the specifications of an addition or capital improvement to real property, property or land, as the terms real property, property or land are defined in the real property tax law, over and above the prevailing normal purchase price prior to such fabrication of such tangible personal property which a manufacturer, producer or assembler would charge an unrelated contractor who similarly fabricated and installed such tangible personal property to the specifications of an addition or capital improvement to such real property, property or land.

(f) For the purpose of clauses (C), (D) and (E) of subdivision (a) of this section, for the period beginning [December 1, 2000, and ending May 31, 2001, the tax shall be at the rate of four percent, for the period beginning] June 1, 2001, and ending November 30, 2013<sup>[1]</sup>, the tax shall be at the rate of four and one-quarter percent, for the period beginning December 1, 2013<sup>[1]</sup>, and ending November 30, 2030, the tax shall be at the rate of three and one-quarter percent, and on and after December 1, 2030, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the service, including the consideration for any tangible personal property transferred in conjunction with the performance of the service and also including any charges for shipping and delivery of the property so transferred and of the tangible personal property upon which the service was performed as such charges are described in paragraph three of subdivision (b) of section one.

(g) For purposes of clause (F) of subdivision (a) of this section, for the period beginning [December 1, 2000, and ending May 31, 2001, the tax shall be at the rate of four percent, for the period beginning] June 1, 2001, and ending November 30, 2013<sup>[1]</sup>, the tax rate shall be at the rate of four and one-quarter percent, for the period beginning December 1, 2013<sup>[1]</sup>, and ending November 30, 2030, the tax shall be at the rate of three and one-quarter percent, and on and after December 1, 2030, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property which constitutes the blank medium, such as disks or tapes, used in conjunction with the software, or for the use of such property, and the mere storage, keeping, retention or withdrawal from storage of computer software described in such clause (F) by its author or other creator shall not be deemed taxable use by such person.

**SECTION 4.** Paragraph (D) of subdivision (1) of section 11 of Resolution No. 745-1968, as amended, is amended to read as follows:

(1)(D) With respect to the additional tax of one percent imposed for the period beginning June 1, 2001, and ending November 30, 2013<sup>[1]</sup>, in respect to the use of the property used by the purchaser in this County prior to June 1, 2001.

**SECTION 5.** Subdivision (b) of section 14 of Resolution No. 745-1968, as amended, is amended to read as follows:

(b)(ii) Notwithstanding any provision of law to the contrary, of the net collections received by the County as a result of the increase of one percent to the tax authorized by section twelve hundred ten of the Tax Law for the period beginning June first, two thousand one and ending November thirtieth, two thousand thirteen [eleven], imposed by resolution by simple majority by the County Legislature, and signed by the County Executive, an amount equal to not less than one-eighth and no more than three-eighths of the net collections received from the imposition of the one percent rate increase shall be dedicated for public safety purposes and the balance shall be deposited in the general fund of the County;

and be it further

2<sup>nd</sup> **RESOLVED**, that the Clerk of this Legislature is hereby directed to forward a certified copy of this Resolution by registered or certified mail to the New York State Commissioner of Taxation and Finance in accordance with section 1210 of the Tax Law, and certified copies of this Resolution to the County Clerk, the New York State Secretary of State, and the New York State Comptroller within five (5) days after enactment of this Resolution; and be it further

3<sup>rd</sup> **RESOLVED**, that this Resolution shall take effect December 1, 2011.

[ ] Brackets denote deletion of language

\_\_ Underlining denotes addition of new language

DATED:

APPROVED BY:

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

Date:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

|                                                                                                                                                                                                                                                                             |                                                                                                                   |                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------|
| 1. Type of Legislation                                                                                                                                                                                                                                                      |                                                                                                                   |                         |
| Resolution <u>  X  </u> Local Law _____                      Charter Law _____                                                                                                                                                                                              |                                                                                                                   |                         |
| 2. Title of Proposed Legislation – <b>EXTENDING EXISTING ONE PERCENT SALES AND COMPENSATING USE TAX FOR THE PERIOD BEGINNING DECEMBER 1, 2011 AND ENDING NOVEMBER 30, 2013, PURSUANT TO AUTHORITY OF SECTION 1210 OF ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK</b> |                                                                                                                   |                         |
| 3. Purpose of Proposed Legislation –See number 2 above.                                                                                                                                                                                                                     |                                                                                                                   |                         |
| 4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  X  </u> 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 4 is "yes", Provide Detailed Explanation of Impact<br>Each 1% of sales tax produces approximately \$276,000,000 in revenue annually.                                                                                                               |                                                                                                                   |                         |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.<br>This allows for the collection of the additional 1% for two years bringing in approximately \$552,000,000.                                                              |                                                                                                                   |                         |
| 8. Proposed Source of Funding<br>State Administered sales and compensating use tax collected within Suffolk County.                                                                                                                                                         |                                                                                                                   |                         |
| 9. Timing of Impact - FY 2012-2013                                                                                                                                                                                                                                          |                                                                                                                   |                         |
| 10. Typed Name & Title of Preparer<br>Stephanie Rubino<br>Chief Executive Analyst                                                                                                                                                                                           | 11. Signature of Preparer<br> | 12. Date:<br>07/29/2011 |

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**POLICE DISTRICT AND DISTRICT COURT**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**COMBINED**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>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 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

*Stephanus Ruben*  
*Chief Executive Analyst*  
*7/29/11*

1714

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a local law entitled "A CHARTER LAW UTILIZING ASSESSMENT STABILIZATION RESERVE SURPLUSES TO ENHANCE SEWER CAPACITY AND PROVIDE TAX RELIEF" has been introduced in the Suffolk County Legislature.

This law would authorize the use of excess monies in the Assessment Stabilization Reserve Fund for sewer infrastructure and temporary tax relief.

NOTICE IS FURTHER GIVEN that the County Legislature will hold a public hearing in the Rose Y. Caracappa Auditorium of the Suffolk County Legislature, in the William H. Rogers Building, Hauppauge, New York, on the 2nd day of August, 2011, at 6:30 P.M.

It is requested that speakers prepare a written statement to submit for the record.

Tim Laube  
Clerk of the County Legislature

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. - 2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2011**

**ADOPTING LOCAL LAW NO. -2011, A  
CHARTER LAW UTILIZING ASSESSMENT  
STABILIZATION RESERVE SURPLUSES TO  
ENHANCE SEWER CAPACITY AND PROVIDE TAX  
RELIEF**

**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.- 2011, BECAUSE IMMEDIATE LEGISLATIVE ACTION IS NEEDED TO  
PROMPTLY ADVANCE IMPROVEMENTS TO SEWER INFRASTRUCTURE AND  
ENHANCED NITROGEN REMOVAL SEPTIC SYSTEMS TO PROTECT THE  
COUNTY'S DRINKING WATER SUPPLY AND TO PROVIDE COUNTY-WIDE  
PROPERTY TAX PROTECTION.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
SECOND DAY OF AUGUST, 2011.**



**BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

SEAL OF SUFFOLK COUNTY, N.Y.  
COUNTY LEGISLATURE  
HARRISBURG

2011 AUG - 2 P 2:01

RECEIVED

1714  
Intro. Res. No. -2011 Laid on Table 8/2/11  
Introduced by Presiding Officer, on request of the County Executive and Legislators Horsley, D'Amaro, Barraga, Cilmi, Muratore and Montano

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW  
NO. -2011, A CHARTER LAW UTILIZING  
ASSESSMENT STABILIZATION RESERVE SURPLUSES  
TO ENHANCE SEWER CAPACITY AND PROVIDE TAX  
RELIEF**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on , 2011 a proposed local law entitled, "**A CHARTER LAW UTILIZING ASSESSMENT STABILIZATION RESERVE SURPLUSES TO ENHANCE SEWER CAPACITY AND PROVIDE TAX RELIEF**"; now, therefore, be it

**RESOLVED**, that said local law be enacted in form as follows:

**LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK**

**A CHARTER LAW UTILIZING ASSESSMENT STABILIZATION  
RESERVE SURPLUSES TO ENHANCE SEWER CAPACITY AND  
PROVIDE TAX RELIEF**

**BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK**, as follows:

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that the Suffolk County Drinking Water Protection Program earmarks the revenues generated by the specially authorized one-quarter cent sales and compensating use tax to acquire environmentally sensitive properties; to provide for a water quality protection program and land stewardship initiatives; for County-wide property tax relief; and for sewer taxpayer protection.

This Legislature further finds that the revenues generated for sewer taxpayer protection go into the Assessment Stabilization Reserve Fund ("ASRF"). The monies in this fund are used to stabilize taxes within the County's 22 existing sewer districts. Monies in the ASRF are also used to first instance fund capital improvements in the County's existing sewer districts.

This Legislature also determines that the current sewer taxpayer protection program has succeeded in stabilizing taxes in existing districts, but it is not designed to assist in the construction of new wastewater treatment infrastructure or to facilitate the creation of new County sewer districts.

This Legislature finds that there is a clear need for additional sewerage in Suffolk County; sewers will help protect the County's underground drinking water supply and facilitate economic development and job creation.

This Legislature determines that the ASRF has grown in recent years. The Budget Review Office estimates the Fund's balance will exceed \$154 million by the end of 2011.

This Legislature further determines that as there are sufficient monies in the ASRF to keep sewer district taxes stable over the next decade the County's Drinking Water Program should be amended to permit the use of excess reserve fund monies for new sewer and water protection projects and to allow areas outside the existing sewer districts to benefit from such projects. Additionally, a portion of those excess monies should be used to provide short-term tax relief.

Therefore, the purpose of this law is to authorize the use of excess monies in the ASRF to fund sewer infrastructure and sewage treatment plants, and the installation of enhanced nitrogen removal septic systems throughout Suffolk County, including in areas outside the boundaries of the County's 22 existing sewer districts, and to provide temporary property tax relief.

## **Section 2. Amendment.**

Article 12 of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

### **ARTICLE XII, Suffolk County Drinking Water Protection Program**

#### **§ C12-2. Programmatic expenses.**

\* \* \* \*

D. Sewer taxpayer protection: 25% of the total revenues generated each calendar year for sewer district tax rate stabilization only in those instances in which the pertinent sewer district will experience an increase in rates of at least 3% in the aggregate for user charges, operations and maintenance charges, per-parcel charges, and ad valorem assessments in the calendar year for which these sewer district tax stabilization revenues are being allocated. The Suffolk County Sewer Assessment Stabilization Fund is hereby created. 25% of the total revenues generated each calendar year by such sales and compensating use tax shall be allocated and deposited annually to this Trust Fund. The annual appropriation of such revenues shall be effectuated via duly enacted resolution of the County of Suffolk and shall not reduce the projected rate increase below 3% in the aggregate for user charges, operations and maintenance charges, per parcel charges, and ad valorem assessments for the year in question. If the revenues generated in any year, including calendar year 2030, exceed the amount necessary to provide such stabilization, then such excess revenues shall be carried over as a fund balance for sewer district tax rate stabilization, provided, however, that such fund balance shall not exceed \$140 million in fiscal year 2011, or in any subsequent fiscal year through fiscal year 2021.

1) In the event such fund balance exceeds \$140 million in fiscal year 2011, 2012 or 2013, 62.5% of these excess monies may be used, via duly approved resolutions of the County of Suffolk, for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems. These monies may be used for projects outside the boundaries of County sewer districts. Thirty-seven and one half percent (37.5%) of the 2011, 2012 and 2013 excess fund balance shall be appropriated via duly approved

resolutions to a reserve fund for bonded indebtedness established pursuant to Section 6-h of the General Municipal Law or to a retirement contribution reserve fund established pursuant to Section 6-r of the General Municipal Law (County Fund 420 and any successor fund).

- 2) In the event such fund balance exceeds \$140 million in fiscal year 2014 or in any subsequent fiscal year through 2021, the excess fund balance shall be used exclusively, via duly approved resolutions of the County of Suffolk, for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems. These monies may be used for projects outside the boundaries of County sewer districts.
- 3) In the event such fund balance exceeds \$140 million in fiscal year 2011 or in any subsequent fiscal year through 2021, no less than \$2 million will be appropriated via duly approved resolutions in those fiscal years for the installation of residential and commercial enhanced nitrogen removal septic systems. In the event that the appropriation, or any part thereof, for the installation of the residential and commercial enhanced nitrogen removal septic system is not used in fiscal year 2011, or any subsequent fiscal year through 2021, it shall be used for installation, improvement, maintenance and operation of sewer infrastructure and sewage treatment plants.
- 4) A Sewer Infrastructure Committee ("Committee") is hereby established to review all applications for funding of sewer infrastructure and sewage treatment projects and enhanced nitrogen removal septic systems and to make advisory recommendations to the County Executive and the County Legislature as to which projects should receive funding.
  - (a) The Committee shall consist of the following members:
    - [1] the Director of Planning, or designee, as Chair;
    - [2] the Commissioner of the Department of Public Works, or designee
    - [3] the Commissioner of Health Services, or designee;
    - [4] the Commissioner of Economic Development & Workforce Housing, or designee;
    - [5] the Presiding Officer of the County Legislature, or designee;
    - [6] the Minority Leader of the County Legislature, or designee; and
    - [7] the County Executive, or designee.
  - (b) The Committee shall promulgate rules and regulations for the administration of this sewer infrastructure and septic system program and establish criteria and a merit based scoring system to evaluate applications for funding under this program. Said criteria and scoring

system shall award additional credit to those applications that leverage non-County funding and/or further smart growth development.

- (c) All projects funded hereunder shall be subject to approval by the Suffolk County Legislature after the submission of a recommendation by the Committee.

\* \* \* \*

**Section 3. Applicability.**

This law shall apply to actions occurring on or after the effective date of this law.

**Section 4. Severability.**

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 5. SEQRA Determination.**

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (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. 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 law.

**Section 6. Effective Date.**

This law shall not take effect until at least sixty (60) days after its adoption, nor until approved by the affirmative vote of a majority of the qualified electors of the County of Suffolk voting on a proposition for its approval if within sixty (60) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against this law in conformity with the provisions of Section 34(4) of the NEW YORK MUNICIPAL HOME RULE LAW and upon filing in the office of the Secretary of State.

- [ ] Brackets denote deletion of existing language.
- \_\_\_ Underlining denotes addition of new language.

DATED:

APPROVED BY:

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

Date:

s:\laws\cl-sewer-capacity-assessment-stabilization

# OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN  
COUNSEL TO THE LEGISLATURE  
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING  
P.O. BOX 6100  
HAUPPAUGE, NY 11788-0099  
(631) 853-5494 (PHONE)  
(631) 853-4415 (FAX)

DATE: AUGUST 2, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

---

## PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A CHARTER LAW UTILIZING ASSESSMENT STABILIZATION RESERVE SURPLUSES TO ENHANCE SEWER CAPACITY AND PROVIDE TAX RELIEF

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE AND LEGISLATORS HORSLEY, D'AMARO, BARRAGA, CILMI, MURATORE AND MONTANO

DATE OF RECEIPT BY COUNSEL: 8/2/2011 PUBLIC HEARING: 8/2/2011

DATE ADOPTED/NOT ADOPTED: \_\_\_\_\_ CERTIFIED COPY RECEIVED: \_\_\_\_\_

This law would amend the sewer taxpayer protection component of the County's Drinking Water Protection Program.

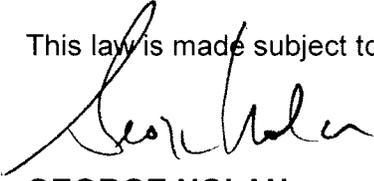
Under current law, 25% of the revenues generated by the Drinking Water Protection Program's one-quarter cent sales and compensating use tax goes for sewer taxpayer protection. These monies are deposited in the Assessment Stabilization Reserve Fund ("ASRF"), and used to stabilize taxes within the County's 22 sewer districts and to first instance funding for capital projects within these sewer districts.

The subject law would place a \$140 million cap on the ASRF beginning in 2011 and continuing through 2021. If the fund's balance exceeds that cap in 2011, 2012 or 2013, 62.5% of the excess monies will be used for the installation, improvement, maintenance, and operation of sewer infrastructure and sewage treatments plants, and for the installation of residential and commercial enhanced nitrogen removal septic systems; 37.5% of those excess monies will be deposited in the County's debt reserve and retirement reserve accounts.

Beginning in fiscal year 2014, all excess monies will be dedicated to fund sewer infrastructure and nitrogen removal septic systems. No less than \$2 million will be appropriated for nitrogen removal septic systems in each fiscal year that the fund balance exceeds \$140 million.

The law makes clear that the excess monies can be used to benefit areas outside the boundaries of the County's existing sewer districts.

This law is made subject to a permissive referendum.

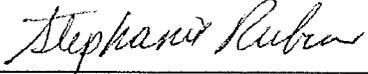
A handwritten signature in black ink, appearing to read "George Nolan". The signature is fluid and cursive, with a large initial "G" and "N".

**GEORGE NOLAN**  
**Counsel to the Legislature**

**GN:js**

s:\rule28\28-sewer-capacity-assessment-stabilization

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

|                                                                                                                                    |                                                                                      |                             |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------|
| 1. Type of Legislation                                                                                                             |                                                                                      |                             |
| Resolution _____ Local Law <u>  X  </u> Charter Law _____                                                                          |                                                                                      |                             |
| 2. Title of Proposed Legislation                                                                                                   |                                                                                      |                             |
| <b>A CHARTER LAW UTILIZING ASSESSMENT<br/>STABILIZATION RESERVE SURPLUSES TO ENHANCE<br/>SEWER CAPACITY AND PROVIDE TAX RELIEF</b> |                                                                                      |                             |
| 3. Purpose of Proposed Legislation                                                                                                 |                                                                                      |                             |
| SEE NO. 2 ABOVE                                                                                                                    |                                                                                      |                             |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes__ No <u>  X  </u>                                                  |                                                                                      |                             |
| 5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)                                         |                                                                                      |                             |
| County                                                                                                                             | Town                                                                                 | Economic Impact             |
| Village                                                                                                                            | School District                                                                      | Other (Specify): <b>DAV</b> |
| Library District                                                                                                                   | Fire District                                                                        |                             |
| 6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact                                                        |                                                                                      |                             |
| None                                                                                                                               |                                                                                      |                             |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.                                   |                                                                                      |                             |
| None                                                                                                                               |                                                                                      |                             |
| 8. Proposed Source of Funding                                                                                                      |                                                                                      |                             |
| Funding comes from the Assessment Stabilization Reserve surplus over \$140 million.                                                |                                                                                      |                             |
| 9. Timing of Impact                                                                                                                |                                                                                      |                             |
| Upon filing in the office of the Secretary of State.                                                                               |                                                                                      |                             |
| 10. Typed Name & Title of Preparer                                                                                                 | 11. Signature of Preparer                                                            | 12. Date                    |
| Stephanie Rubino<br>Chief Executive Analyst                                                                                        |  | August 2, 2011              |

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**POLICE DISTRICT AND DISTRICT COURT**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

**COMBINED**

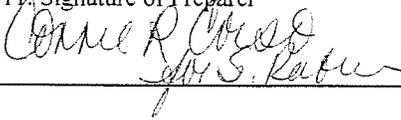
|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>RATE PER \$1000 |
|-------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| TOTAL | \$0                       | \$0.00                       |                               | \$0.000                         |

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

*Stephanie Rubin*  
*Chief Executive Analyst*  
 8/2/11

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

|                                                                                                                                                           |                                                                                      |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------|
| 1. Type of Legislation                                                                                                                                    |                                                                                      |                             |
| Resolution _____ Local Law <u>  X  </u> Charter Law _____                                                                                                 |                                                                                      |                             |
| 2. Title of Proposed Legislation                                                                                                                          |                                                                                      |                             |
| <b>A CHARTER LAW UTILIZING ASSESSMENT STABILIZATION RESERVE SURPLUSES TO ENHANCE SEWER CAPACITY AND PROVIDE TAX RELIEF</b>                                |                                                                                      |                             |
| 3. Purpose of Proposed Legislation                                                                                                                        |                                                                                      |                             |
| SEE NO. 2 ABOVE                                                                                                                                           |                                                                                      |                             |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes ___ No <u>  X  </u>                                                                       |                                                                                      |                             |
| 5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)                                                             |                                                                                      |                             |
| County                                                                                                                                                    | Town                                                                                 | Economic Impact             |
| Village                                                                                                                                                   | School District                                                                      | Other (Specify): <b>DAV</b> |
| Library District                                                                                                                                          | Fire District                                                                        |                             |
| 6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact                                                                               |                                                                                      |                             |
| None                                                                                                                                                      |                                                                                      |                             |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.                                                          |                                                                                      |                             |
| None                                                                                                                                                      |                                                                                      |                             |
| 8. Proposed Source of Funding                                                                                                                             |                                                                                      |                             |
| Funding comes from the Assessment Stabilization Reserve surplus over \$140 million which comes from the one- quarter cent sales and compensating use tax. |                                                                                      |                             |
| 9. Timing of Impact                                                                                                                                       |                                                                                      |                             |
| Immediately upon its filing in the Office of the Secretary of State.                                                                                      |                                                                                      |                             |
| 10. Typed Name & Title of Preparer                                                                                                                        | 11. Signature of Preparer                                                            | 12. Date                    |
| Stephanie Rubino<br>Chief Executive Analyst                                                                                                               |  | August 2, 2011              |

SCIN FORM 175b (10/95)