

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 1528 - 2013**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1528 – 2013**

**RESOLUTION NO. -2013, AUTHORIZING USE OF  
SOUTHAVEN COUNTY PARK, SHOWMOBILE AND  
PAVILION BY CONTRACTORS FOR KIDS FOR  
THEIR FAMILY FUN DAY AND PICNIC  
FUNDRAISER**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. 1528 – 2013, BECAUSE THIS AMENDED  
RESOLUTION AUTHORIZES THE USE OF A COUNTY PARK FOR A  
FUNDRAISER AND THE EVENT IS SCHEDULED TO TAKE PLACE BEFORE THE  
NEXT LEGISLATIVE MEETING. THE ORIGINAL RESOLUTION CONTAINED A  
CLERICAL ERROR OMITTING A FEE FOR THE USE OF THE PAVILION IN THE  
PARK.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
26<sup>th</sup> DAY OF JULY, 2013.**

  
\_\_\_\_\_  
**JONATHAN SCHNEIDER**  
DEPUTY SUFFOLK COUNTY EXECUTIVE

RECEIVED  
COUNTY CLERK  
SUFFOLK COUNTY, N.Y.  
NAME PAGE

2013 JUL 26 P 1:57

RECEIVED

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

H. Lee Dennison Building  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788-0099  
(631) 853-4000

**Steven Bellone**  
SUFFOLK COUNTY EXECUTIVE

**MEMORANDUM**

**TO:** Timothy Laube, Clerk of the Legislature  
**FROM:** Tom Vaughn, Intergovernmental Relations Director  
**DATE:** July 25, 2013  
**RE:** AMENDED COPY- IR# 1528-2013, IN CONNECTION WITH  
AUTHORIZING USE OF SOUTHAVEN COUNTY PARK,  
SHOWMOBILE AND PAVILLION BY CONTRACTORS FOR KIDS  
FOR THEIR FAMILY FUN DAY AND PICNIC FUNDRAISER

Attached please find the **amended copy** for the above referenced resolution; it contains the following change:

- 1<sup>ST</sup> "RESOLVED" clause: Changed to include "One Hundred Dollar (\$100.00) Pavilion Fee.

RECEIVED BY A. Pastore DATE 7/25/13 TIME 1:54

Attachment

**AMENDED COPY AS OF 7/25/13**

Intro. Res. No. 1528-2013

Laid on Table 6/18/2013

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2013, AUTHORIZING USE OF  
SOUTHAVEN COUNTY PARK, SHOWMOBILE AND PAVILION  
BY CONTRACTORS FOR KIDS FOR THEIR FAMILY FUN DAY  
AND PICNIC FUNDRAISER**

**WHEREAS**, Contractors for Kids, Inc. is a not-for-profit organization; and

**WHEREAS**, Contractors for Kids would like to use Southaven County Park for the purpose of hosting their Family Fun Day and Picnic Fundraiser to raise money for the organization; and

**WHEREAS**, the fundraiser will be held on the grounds of Southaven County Park on Saturday, September 7, 2013 from 11:00 a.m. to 5:00 p.m.; and

**WHEREAS**, Contractors for Kids has reserved the Showmobile and the pavilion at Southaven County Park for the fundraiser; and

**WHEREAS**, a Certificate of Insurance with accompanying declaration page naming Suffolk County as an additional insured will be provided by the Contractors for Kids; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the use of Southaven County Park by Contractors for Kids, Inc. for the purpose of hosting a fundraiser on Saturday, September 7, 2013, is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance with accompanying declaration page by the County of Suffolk from the Contractors for Kids, Inc. and the payment of the One Thousand Six Hundred Dollars (\$1,600.00) event fee, One Hundred Dollar (\$100.00) Pavilion Fee, Eight Hundred and Seventy-Five Dollars (\$875.00) Showmobile fee, and the issuance of a permit by the Commissioner of Parks, Recreation and Conservation pursuant to section 378-7B(c) of the Suffolk County Code, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division; and be it further

**2<sup>nd</sup>** **RESOLVED**, that before this event shall be permitted to occur, Contractors for Kids must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Southaven County Park by Contractors for Kids, and be it further

**4<sup>th</sup>** **RESOLVED**, that Contractors for Kids shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

**5<sup>th</sup>**           **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

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 AUTHORIZING USE OF SOUTHAVEN COUNTY PARK, SHOWMOBILE AND PAVILION BY CONTRACTORS FOR KIDS FOR THEIR FAMILY FUN DAY AND PICNIC FUNDRAISER		
3. Purpose of Proposed Legislation Authorize use of County Parkland for fundraising event.		
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)		
<input type="checkbox"/> County	<input type="checkbox"/> Town	<input type="checkbox"/> Economic Impact
<input type="checkbox"/> Village	<input type="checkbox"/> School District	<input type="checkbox"/> Other (Specify):
<input type="checkbox"/> Library District	<input type="checkbox"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact Total fees collected by County are \$2,575.00 (Use of Park = \$1,600.00 [\$2.00 per person]; Pavilion = \$100.00; Showmobile = \$875.00).		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing Impact N/A		
10. Typed Name & Title of Preparer  Danielle L. Tings Account Clerk Typist Dept. of Parks, Recreation & Conservation	11. Signature of Preparer  	12. Date  07/25/2013

Debra Kolyer  
Principal Financial Analyst



7/25/13

# COUNTY OF SUFFOLK



**STEVEN BELLONE**  
**SUFFOLK COUNTY EXECUTIVE**

**DEPARTMENT OF**  
**PARKS, RECREATION AND CONSERVATION**

**GREG DAWSON**  
**COMMISSIONER**

## **2013 INTERGOVERNMENTAL RELATIONS** **MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** An act to authorize the use of Southaven County Park, Showmobile and pavilion by Contractors For Kids for their Family Fun Day and Picnic Fundraiser.

**PURPOSE OR GENERAL IDEA OF THE BILL:** The Cystic Fibrosis Foundation would like to hold its Annual Family Fun Day and Picnic Fundraiser at Southaven County Park in Brookhaven.

**SUMMARY OF SPECIFIC PROVISIONS:** This legislation authorizes the use of the Southaven County Park, the Showmobile and pavilion by Contractors For Kids for the purpose of hosting a fundraiser on Saturday, September 7, 2013, subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from Contractors For Kids, and the payment of Two Thousand Five Hundred and Seventy-Five Dollars (\$2,575.00) to the County of Suffolk, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law. They anticipate approximately 800 attendees.

**JUSTIFICATION:** Contractors For Kids is an authorized 501(c)(3), nonprofit organization having its place of business at 1316 Motor Parkway, Islandia, New York. All proceeds from the event will go to Contractor's For Kids, which assists children and their families overcome obstacles that have unfortunately changed or impacted their lives through sickness, injury or death. This event will generate Two Thousand Five Hundred and Seventy-Five Dollars (\$2,575.00) in revenue for the County of Suffolk. In addition, the use of County property for a walkathon would promote and protect the public health and general welfare of the residents of Suffolk County.

**FISCAL IMPLICATIONS:** There is a nominal fee (\$2,575.00) collected by the County for use of the Park, Showmobile and pavilion.



**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. -2013**

1604

**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2013**

**RESOLUTION NO. -2013, AUTHORIZING  
THE COUNTY EXECUTIVE TO EXECUTE AN  
INTERMUNICIPAL AGREEMENT WITH THE TOWN  
OF SOUTHAMPTON AND ACCEPTING FUNDS  
ASSOCIATED WITH THE COST OF PART-TIME  
ASSIGNMENT OF A VETERANS SERVICES  
OFFICER TO THE TOWN**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE, 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. - 2013, BECAUSE IT IS NECESSARY  
TO ACCOMMODATE THE TOWN OF SOUTHAMPTON IN ORDER TO  
FACILITATE THE PROMPT ASSIGNMENT OF A VETERANS SERVICE OFFICER  
TO THE TOWN, IN A JOINT EFFORT TO ENHANCE THE AVAILABILITY OF  
VETERANS SERVICES TO THE COMMUNITY BY PROVIDING SAME FROM  
TOWN FACILITIES.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26<sup>th</sup> DAY OF  
JULY, 2013.**

RECEIVED

2013 JUL 26 P 1:57  
COUNTY CLERK'S OFFICE  
SUFFOLK COUNTY, N.Y.  
HAUPPAUGE

  
\_\_\_\_\_  
JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE

Introduced by Presiding Officer, on request of the County Executive and Legislator Schneiderman

**RESOLUTION NO. -2013, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON AND ACCEPTING FUNDS ASSOCIATED WITH THE COST OF PART-TIME ASSIGNMENT OF A VETERANS SERVICE OFFICER TO THE TOWN**

**WHEREAS**, the Town of Southampton has requested that the County assign a Veterans Service Officer ("VSO") to a Town facility in order to facilitate access to counseling and assistance services for eligible veterans, their spouses, dependents and survivors; and

**WHEREAS**, the County is willing to assign/deploy a County employee to work from a Town facility for such purposes on a part-time basis; and

**WHEREAS**, in exchange for the assignment of a County VSO, pursuant to Town Board Resolution No. 675-2013 the Town has approved the payment of \$8,000 per year to the County in consideration of such services and has also agreed to provide office space, and computer and telephone access for the Assigned Employee; and

**WHEREAS**, pursuant to Town Board Resolution No. 675-2013, Town Board has authorized the Town Supervisor to enter into an Intermunicipal Agreement with the County for the assignment of the VSO to the Town in accordance with the terms of the agreement outlined herein; now, therefore be it

**1<sup>st</sup> 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 (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes routine or continuing agency administration and management that does not include new programs or major reordering of priorities and adoption of these regulations, policies and procedures of this action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute an agreement with Town of Southampton and accepting funds associated with the cost of the part-time assignment of a Veterans Services Officer to the Town of Southampton in accordance with the terms set forth above; and be it further

~~**3<sup>rd</sup> RESOLVED**, that the Intermunicipal Agreement and all other contract documents shall be subject to the approval of the County Attorney.~~

DATED:

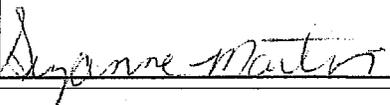
APPROVED BY:

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

Date:

1604

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  AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON AND ACCEPTING FUNDS ASSOCIATED WITH THE COST OF PART-TIME ASSIGNMENT OF A VETERANS SERVICE OFFICER TO THE TOWN.		
3. Purpose of Resolution: Same as 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)		
County	Town	Economic Impact
Village	School District	Other (Specify): Community College
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact  No cost to county- revenue will be received from Town of Southampton. County will be reimbursed \$8,000 per year for the cost of assigning a part-time Veterans Service Officer to the Town of Southaven.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding  Town of Southampton will reimburse the county \$8,000 per year.		
9. Timing of Impact  UPON APPROVAL		
10. Typed Name & Title of Preparer  SUZANNE MARTIN SR. BUDGET ANALYST	11. Signature of Preparer  	12. Date  7/18/2013

SIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2013 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

1604

**GENERAL FUND**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

**POLICE DISTRICT AND DISTRICT COURT**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

**COMBINED**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$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.

1604

**SERVICES AGREEMENT**  
**Between**  
**COUNTY OF SUFFOLK, VETERANS SERVICE AGENCY AND**  
**TOWN OF SOUTHAMPTON**

This Agreement ("Agreement") is between the TOWN OF SOUTHAMPTON ("Town"), a municipal corporation of the State of New York, having its principle place of business at Town Hall 116 Hampton Road Southampton, NY 11968, and

the COUNTY OF SUFFOLK ("County"), a municipal corporation of the State of New York, having its principle place of business at the County Center, Riverhead, New York 11901, acting through its duly constituted VETERANS SERVICE AGENCY ("Agency"), located at 100 Veterans Memorial Highway, Hauppauge, New York 11788.

The parties hereto desire to make available to the Town certain staff to assist the Town in the provision of Veterans services set forth herein.

**Term of the Agreement:** Shall be from August 1, 2013 through July 31, 2016, with two one-year options to renew the Agreement, which may be exercised at the request of the Town and with the consent of the County, not to exceed a total term of five (5) years.

**Total Cost of Agreement:** Shall not exceed \$8,000.00 per year, to be paid as set forth in Article 1 Section 3.

**Terms and Conditions:** Shall be as set forth in Articles 1 and 2 herein.

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

<p><b>COUNTY OF SUFFOLK</b></p> <p>By: _____</p> <p>Name: Dennis M. Cohen Title: Deputy County Executive Fed. Tax ID #: <u>11-6000464</u></p> <p>Date: _____</p> <p><b>APPROVED:</b> Veterans Service Agency</p> <p>By: _____ Thomas Ronayne, Director</p>	<p><b>TOWN OF SOUTHAMPTON</b></p> <p>By: _____</p> <p>Name: Anna Thorne-Holst Title: Supervisor</p> <p>Date: _____</p> <p>_____ hereby certifies under penalties of perjury that I am an officer of the Town of Southampton, that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that the Town of Brookhaven meets all requirements to qualify for exemption thereunder.</p>
<p><b>APPROVED AS TO LEGALITY:</b> Dennis M. Brown, County Attorney</p> <p>By: _____ Basia Deren Braddish Assistant County Attorney</p> <p>Date _____</p>	<p>Name _____</p> <p>Date _____</p>

1604

**Article I**

**Description of Services**

1. Conflicting Provisions
2. Description of Services
3. Fee for Services
4. Term
5. Termination
6. Relationship Between the Parties
7. Terms of Collective Bargaining Agreement
8. Responsibility for Wage and Benefits
9. Workers Compensation and Safety Practices
10. Indemnification
11. Notices
12. Assignment
13. Severability
14. Entire Agreement; No Oral Changes
15. Governing Law
16. Waiver
17. No Intended Third Party Beneficiaries
18. Certification of Conflict of Interest
19. Interpretation
20. Headings
21. Survival

**Article II**

**Suffolk County Legislative Requirements**

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Leadership in Energy and Environmental Design (LEED) Requirement
12. Light Pollution
13. Suffolk County Local Laws Website Address

**Article I**  
**Description of Services**

1604

**Whereas**, the Town has requested that the County assign a Veterans Service Officer to a Town facility in order to facilitate access to counseling and assistance services for eligible veterans, their spouses, dependents and survivors; and

**Whereas**, pursuant to Resolution No. -2013 the County Legislature has duly authorized the temporary assignment of a County employee to work from a Town facility (the "Assigned Employee"); and

**Whereas**, in exchange for the assignment of a County Veterans Service Officer, the Town has approved, pursuant to Town Board Resolution No. 2013-675, the payment of \$8,000 per year to the County in consideration of such services and has also agreed to provide office space, and computer and telephone access for the Assigned Employee;

**Now therefore**, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

**1. Conflicting Provisions**

In the event of any conflict between any provisions in this Article I and another Article or exhibit to this Contract, the other Article or exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the other Article or exhibit.

**2. Description of Services**

**A.** Suffolk County agrees to assign/deploy one Veterans Service Officer ("VSO") from the Veterans Service Agency, one day a week, for the hours of 10 AM to 4 PM, to provide services from a designated Town facility, , including but not limited to:

- i.** Determine qualification for any Veterans' Affairs ("VA") benefits;
- ii.** Identify and assist with the preparation and submission of applications for available Veterans Benefits for interested veterans in the community, including without limitation:
  - a.** Pension
  - b.** Compensation
  - c.** Aid & Attendance ("A&A")
  - d.** Increase Aid & Attendance benefits.
- iii.** Assist veterans in the community with questions they may have regarding issues such as benefits, applications, various VA forms, eligibility and payment issues.
- iv.** Answer questions and/or provide relevant information to residents and families regarding VA related topics.
- v.** Provide assistance to veterans in the community in responding to VA related inquires.

vi. Track applications and report updates to facilities and residents/family members as necessary.

- B. The Assigned Employee shall be determined by the County and may be replaced with another individual, at any time and for any reason as determined by the County.
- C. The County shall be responsible for advising the Assigned Employee of the terms and conditions of this Agreement.

### 3. Fee for Services

- A. In consideration for the services rendered by the County pursuant to this Agreement, the Town shall pay to the County the Total Annual Amount of \$8,000.00.
- B. The Total Annual Amount shall be payable by the Town to the County, at County's address first set forth above, or at such other place designated by the County in writing, in twelve, equal monthly installments, upon the submission of an invoice to the Town no later than fifteen (15) days after the end of each month. Payment for invoices submitted by the County shall be made within fifteen (15) days of the due date.
- C. In the event the Option to renew this Agreement is exercised, the Town agrees to pay as the Fee for Services the amount mutually agreed to by the Parties, in writing, prior to the commencement of the Option Period.
- D. In addition to the Fee for Services, the Town agrees to provide the Assigned Employee with office space in Town facilities, which space shall also include phone and computer service, access to ordinary office equipment including, but not limited to copy and fax machines.

### 4. Term

- A. The term of this Agreement (the "Term") shall commence on August 1, 2013. The Term shall expire on July 31, 2016, or on such earlier date that this Agreement may terminate or expire as provided for herein.
- B. Upon the mutual consent of the Parties, this Agreement may be renewed for two additional one-year terms, commencing upon the expiration of the initial term. ("Option"). Said Option shall be exercised upon the Town notifying the Agency, in writing, by registered or certified mail, return receipt requested no less than ninety (90) days prior to the expiration of the current term of its desire to exercise the Option. In the event the County does not issue a written rejection to the requested Option, and the Parties agree to a Fee for Services, the Agreement may be deemed renewed for an additional year. All of the terms and conditions of this Agreement, other than the Fees for Services, shall apply to the Option. If the Town fails to notify Agency of its intent in accordance herewith, the Option shall be thereupon terminated. The County shall be under no obligation to send any notice to the Town regarding its obligation to notify the Agency of its intent to exercise said Option.

**5. Termination**

- A. *Ninety Days Termination.* Either Party may terminate the Agreement without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the other Party is given at least ninety (90) days' notice.
- B. *Event of Default.* A Party may immediately terminate the Agreement, upon notice to the other, for the following:
- i. Failure to provide services as required by this Agreement, provided that written notice of this default is received by the defaulting party and the same has not reasonably been cured within thirty (30) days; or
  - ii. If the Town shall default in the payment when due of any installment of the Fees for Services or in the provision of facilities, phone and computer services, and any such default continues for ten (10) Business Days after the County has given written notice specifying such default.
- C. *Duties upon Termination*
- i. The Assigned Employee shall discontinue the provision of Services at the Town Facility as directed in the termination notice.
  - ii. The Town shall pay the County for the Services rendered through the date of termination.
  - iii. The County shall be released from any and all liability under the Agreement, effective as of the date of the termination notice.
  - iv. Nothing contained in this paragraph shall be construed as a limitation on the legal or equitable remedies, or other rights available to the Parties as set forth in the Agreement.

**6. Relationship between the Parties**

- A. The parties acknowledge that no temporary help, professional employer organization, or qualified staffing arrangement is created under this Agreement which may be governed by either state or federal law.
- B. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment or of principle and agent, partnership, co-employer, joint employer, or joint venture between the County and Town and the Assigned Employee, solely with respect to the terms and conditions of the Assigned Employee's employment and the County shall not permit any of its officers, directors or employees to represent or hold out itself or themselves as supervisors, servants, employees, or representatives of the Town or as authorized to make any commitment to incur any obligation on behalf of Town.

**7. Term of Collective Bargaining Agreement**

The parties hereto acknowledge that there currently exists a valid collective bargaining ("CBA") agreement covering the Assigned Employee. While the Parties acknowledge that

Town is not a signatory to the CBA and is not legally bound by the CBA, the Town represents and warrants that it will not knowingly take any action or impose any requirements involving the Assigned Employee which would violate the terms of the CBA. The parties further acknowledge that entering into this Agreement does not in any way change, revise or alter the obligations of the County under the applicable CBA or any other labor related federal or state law, nor does it legally bind the Town to the applicable CBA.

## **8. Responsibility for Wages and Benefits**

- A. With regard to the Assigned Employee's wages and benefits, the County shall be solely responsible:
- i. for paying all the Assigned Employee's wages, including preparing, administering, compiling, and filing payroll information and distributing the payroll check;
  - ii. withholding and remittance of federal and state employment taxes, including but not limited to: (i) federal income tax withholding; (ii) state and local income tax; (iii) Federal Insurance Contributions Act ("FICA") withholding; (iv) Federal Unemployment Tax Act (FUTA) withholding; and (v) state unemployment tax withholding;
  - iii. Administration of applicable benefit plans;
  - iv. Providing unemployment compensation insurance in accordance with State Law;
- B. With the assistance and cooperation of Town, the County shall maintain complete and accurate records of all hours worked and personnel records, as required by state and federal law;
- C. The County shall be responsible for hiring, firing reassigning, disciplining, compensating, and otherwise managing the Assigned Employee, consistent with the policies of the County and the Assigned Employee's CBA.
- D. With the assistance and cooperation of the Town, the County shall maintain day-to-day supervision, direction and control of the Assigned Employee in relation to the work performed, including but not limited to, verification of attendance and hours worked and job performance.

## **9. Workers Compensation and Safety Practices**

- A. The County shall cooperate with Town in the maintenance of a drug-free workplace at the Town facility.
- B. The County shall represents and warrants that it has/shall conduct a pre-employment background investigation with respect to the Assigned Employee, to the extent required by law and consistent with County policies and any CBA with the Assigned Employee.
- C. The parties shall cooperate with one another in the investigation of any workplace complaint or injury with respect to the Assigned Employee at the Town facility to the extent required by law and consistent with any CBA with the Assigned Employee.

- D. The County will use reasonable efforts to cooperate with the reasonable specific directives from the Town regarding the safety of the Assigned Employee at the Town.
- E. If the Assigned Employee is injured at the Town facility, the Assigned Employee and/or the County shall act promptly to report the accident or injury to Town, in accordance with applicable laws.

#### 10. Indemnification

To the greatest extent permitted by law, the County shall defend, indemnify, and hold harmless the Town and each of its trustees, officers, directors and employees (collectively the "Indemnified Parties") from and against any damages, losses, charges, actions, suits, proceedings, liabilities, claims, obligations and/or expenses including, without limitation, court costs and reasonable attorneys' fees and disbursements (collectively "Damages") that may be incurred by or asserted against any of the Indemnified Parties, arising from or related to , in whole or in part, (i) the acts, errors or omissions of the County or the Assigned Employee; (ii) except as otherwise provided in this Agreement, any claims asserted by or liability to third parties arising from or related to, in whole or in part, County's business; (iii) any breach of any representation or warranty by the County under this Agreement; and (iv) the failure by the County, its officers, employees, agents or representatives to perform or observe any term, covenant or agreement on its part to be performed or observed under this Agreement; provided however, that the County shall not indemnify the Indemnified Parties for that portion of any claim, loss or damage arising under this Agreement caused by the acts, errors, or omissions of the any of the Indemnified Parties.

#### 11. 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 Town, at the address on page 1 of the Agreement; and 2) to the County at the Agency, at the address on page 1 of the Agreement, or as to either of the foregoing, to such other address, fax or e-mail as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Agency and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788.

#### 12. Assignment

This Agreement may not be assigned except by written consent of the parties.

#### 13. Severability

It is expressly agreed that if any term or provision of the Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the 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 the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

**14. Entire Agreement; No Oral Changes**

It is expressly agreed that this Agreement and any attached Exhibits constitute the entire understanding between the parties with respect to its subject matter and supersedes all prior agreement and understanding, written or oral, with respect to its subject matter. No modification of the Agreement shall be valid unless in written form and executed by both parties.

**15. Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

**16. Waiver**

Any waiver of any term or conditions hereof must be in writing and signed by the party giving the waiver. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any of the other terms and conditions hereof. The failure or delay by a party to insist upon the strict performance of any term, conditions, or covenant contained in this Agreement, or to exercise any right, power or remedy hereunder or under law or consequent upon a breach hereof or thereof shall not constitute a waiver of any such term, condition, covenant, right, power, or remedy or of any such breach or preclude such party from exercising any such right, power, or remedy at any later time or times.

**17. No Intended Third Party Beneficiaries**

Except as otherwise specifically set forth herein, the Parties acknowledge and agree that this Agreement creates no rights for or in favor of any person or third party not a party to this Agreement, and that no such person may place any reliance hereon nor shall such person have the right to make any claim or assert any right under the Agreement.

**18. Certification**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid agreements between the Parties, 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 more than five per cent (5%) of any Party to this Agreement.

**19. Interpretation**

~~This Agreement is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the Party causing this Agreement to be drafted.~~

**20. Headings**

The headings of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction, extent, or intent of this Agreement.

**21. Survival**

Upon the termination or expiration of this Agreement, neither Party shall have any further right hereunder or any further obligation hereunder to the other, except for the obligations, promises or covenant contained herein which are expressly made to extend beyond the term of this Agreement.

**End of Text for Article I**

Article II

Suffolk County Legislative Requirements

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller 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 Comptroller on or before the 31st day of January in each year of the Contract'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 the Contract, 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 Contract.

Required Form:

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract 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 the Contract and to seek other remedies as set forth therein, for violations of this 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"

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, 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. 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.

d. If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

e. If the Services are for the provision of human services and are not to be

performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

f. Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract 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**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners 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 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 owner, 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 owner, 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, owner, 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 the Contract.

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

The documentation mandated to be kept by this law shall at all times be kept on site. 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.

**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**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the 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.

**6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. 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**

It shall be the duty of the Contractor to read, become familiar with, and comply with the

requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, 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 the Contract with regard to child sexual abuse reporting policy.

**8. Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has 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 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

**10. Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. - 2013**

1667

**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2013**

**RESOLUTION NO. -2013, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$1,185,880 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE OPERATION IMPACT X TASK FORCE WITH 89.91% SUPPORT**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY EXECUTIVE 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. - 2013, BECAUSE THE IMMEDIATE ADOPTION OF THIS RESOLUTION IS NEEDED TO ENSURE THE MAXIMUM AMOUNT OF TIME FOR GRANT ACTIVITIES. THIS PROGRAM IS A ONE YEAR PROGRAM WITH NO EXTENSIONS GRANTED. FAILURE TO EXPEND GRANT FUNDS BY GRANT END DATE WILL RESULT IN A LOSS OF UNEXPENDED FUNDS.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26<sup>th</sup> DAY OF JULY, 2013.**

  
\_\_\_\_\_  
JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE

RECEIVED  
103 JUL 26 P 1:57  
DEPUTY SUFFOLK COUNTY EXECUTIVE  
OFFICE OF THE CLERK  
SUFFOLK COUNTY, N.Y.

**RESOLUTION NO. -2013, ACCEPTING AND  
APPROPRIATING A GRANT IN THE AMOUNT OF \$1,185,880  
FROM THE NEW YORK STATE DIVISION OF CRIMINAL  
JUSTICE SERVICES FOR THE OPERATION IMPACT X TASK  
FORCE WITH 89.91% SUPPORT**

**WHEREAS**, the New York State Division of Criminal Justice Services has made \$1,185,880 in State funding available to Suffolk County to continue efforts to reduce violent crime, particularly gun-related crimes, burglary and aggravated assault; and

**WHEREAS**, said grant funds are to be distributed between the Suffolk County District Attorney's Office, the Suffolk County Police Department, the Suffolk County Sheriff's Office and the Probation Department; and

**WHEREAS**, the operational period of the program will be from July 1, 2013, through June 30, 2014; and

**WHEREAS**, \$434,864 in permanent salary expense and \$108,716 in fringe benefits of the District Attorney's Office funding for the program has been included in the 2013 Suffolk County Operating Budget and in the 2014 Operating Budget Request; and

**WHEREAS**, \$543,580 in revenue of the District Attorney's Office funding for the program has been included in the 2013 Suffolk County Operating Budget and in the 2014 Operating Budget Request, and

**WHEREAS**, \$642,300 in said grant funds have not been included in the 2013 Suffolk County Operating Budget; now, therefore be it

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

<u>REVENUES:</u>	<u>AMOUNT</u>
001-DIS-3373 – State Aid: Operation IMPACT X	\$ 20,000
001-POL-3373 – State Aid: Operation IMPACT X	\$506,400
001-PRO-3373 – State Aid: Operation IMPACT X	\$ 43,500
001-SHF-3373 – State Aid: Operation IMPACT X	\$ 72,400

ORGANIZATIONS:

District Attorney's Office (DIS)  
Operation IMPACT X  
001-DIS-1167

4700-Miscellaneous	\$ 20,000
4770-Special Services	\$ 20,000

Police Department (POL)  
Operation IMPACT X  
001-POL-3679

<u>1000-Personal Services</u>	<u>\$356,000</u>
1120-Overtime Salaries	\$356,000
<u>2000-Equipment</u>	<u>\$29,400</u>
2020-Office Machines	\$ 7,400
2500-Other Equipment Not Otherwise	\$22,000
<u>3000-Supplies, Material &amp; Others</u>	<u>\$3,000</u>
3040-Outside Printing	\$3,000
<u>4000-Utilities</u>	<u>\$78,000</u>
4210-Computer Services	\$78,000
<u>4700-Miscellaneous</u>	<u>\$40,000</u>
4770-Special Services	\$40,000

Probation Department (PRO)  
Operation IMPACT X  
001-PRO-3662

<u>1000-Personal Services</u>	<u>\$43,000</u>
1120-Overtime Salaries	\$43,000
<u>4300-Travel</u>	<u>\$500</u>
4340-Travel: Other	\$500

Sheriff's Office (SHF)  
Operation IMPACT IX  
001-SHF-3701

<u>1000-Personal Services</u>	<u>\$47,400</u>
1120-Overtime Salaries	\$47,400
<u>3000-Supplies, Materials &amp; Other Expenses</u>	<u>\$5,500</u>
3040-Outside Printing	\$4,000
3160-Computer Software	\$1,500
<u>4300-Travel</u>	<u>\$500</u>
4340-Travel: Other	\$500
<u>4500-Fees for Services</u>	<u>\$19,000</u>
4560-Fees for Services: Non-Employee	\$19,000

and be it further

**2nd**           **RESOLVED**, that the non-reimbursable fringe benefits of \$133,018 associated with the overtime salaries for this grant are included in the 2013 Suffolk County Operating Budget; and be it further

**3rd**           **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

**4th**           **RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Criminal Justice Services.

DATED:

APPROVED BY:

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

Date:

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**2013 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

Title Of Bill: Accepting and appropriating a grant in the amount of \$1,185,880 from the New York State Division of Criminal Justice Services for the Operation Impact X task force with 89.91% support

PURPOSE OR GENERAL IDEA OF BILL: To accept \$1,185,880 in grant funding to support the efforts of the Suffolk County Police Department, the Suffolk County Sheriff's Office, the Suffolk County District Attorney's Office, and the Suffolk County Probation Department to reduce violent crime, particularly gun-related crimes, burglary and aggravated assault.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will support an anti-violence program that provides investigative and patrol support for a variety of initiatives as well as dedicated prosecution efforts to combat violent crime in Suffolk. In addition, the project provides for supporting equipment, software, confidential funds and consultant services.

JUSTIFICATION: Through analysis of Uniform Crime Reporting statistics for Part 1 Crimes, DCJS has identified 17 counties in New York State for assistance through the IMPACT Program.

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STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation  
Resolution XX Local Law \_\_\_\_\_ Charter Law \_\_\_\_\_

2. Title of Proposed Legislation  
**ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF \$1,185,880 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE OPERATION IMPACT X TASK FORCE WITH 89.91% SUPPORT**

3. Purpose of Proposed Legislation  
SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX No**

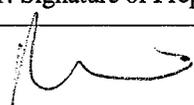
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)  
**County** Town Economic Impact  
Village School District Other (Specify):  
Library District Fire District

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact  
The grant provides \$1,185,880 for participation in Operation Impact Task Force.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.  
The funds provided by this grant must be expended between July 1, 2013 and June 30, 2014. Matching funds are included in the operating budget.

8. Proposed Source of Funding  
NYS Division of Criminal Justice

9. Timing of Impact  
Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		7-22-13

**FINANCIAL IMPACT  
2013 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

1667

**GENERAL FUND**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2012.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.



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3. Explanation of Requested County Financial Assistance			
Category	Total Requested	Personnel Costs Requested	Non-Personnel Costs Requested
TOTAL COUNTY SHARE:	\$133,018	\$	\$133,018
A. Cash Contribution	\$133,018	\$	\$133,018
B. In-Kind Contribution	\$	\$	\$
4. Total Number of New Positions Requested    0		5. Can This Program Be Refunded by the Proposed Non-County Sources?	
		X	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.)			
Some additional indirect costs resulting from administrative oversight may be incurred.			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?			
In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the various Departments.			
8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 1/2" X 11" sheet).			
<b>III. COUNTY EXECUTIVE'S OFFICE REVIEW</b>			
1. Intergovernmental Relations Division Review:	Approved	2. Signature of Coordinator	3. Date
	Disapproved		
4. Comments			
5. Budget Office Review:	Approved	6. Signature of Budget Director	7. Date
	Disapproved		
8. Comments			

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GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2013

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES:				
1100 Permanent Salaries	446,400			
1110 Interim Salaries				
1120 Overtime Salaries	446,400			
2000 EQUIPMENT:	29,400			
2010 Furniture & Fixtures				
2020 Office Machines	7,400			
2090 Radio and Communication				
2500 Other Equip Not Otherwise	22,000			
3000 SUPPLIES MATERIALS & OTHERS:	8,500			
3040 Outside Printing	7,000			
3160 Computer Software	1,500			
3370 Medical, Dental & Laboratory Supplies				
3390 Policeman Supplies				
3500 Other Unclassified				
3680 Repairs: Special Equipment				
4000 CONTRACTUAL EXPENSES:	78,000			
4010 Telephone & Telegraph				
4015 Cellular Communications				
4210 Computer Services	78,000			
4300 TRAVEL:	1,000			
4310 Employee Misc - Expenses				
4330 Travel Employee Contracts				
4340 Travel Other Contracts	1,000			

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GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2013			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS	
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings					
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees		19,000 19,000			
4700 MISCELLANEOUS 4770 Special Services		60,000 60,000			
4900 CONTRACTED SERVICES (LIST)					
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Benefit Fund		133,018 119,328 13,690		County costs not eligible for reimbursement under this program	
OTHER (List Source & Brief Explanation)					

I certify that the above in-kind contribution are not currently being used to support other grants

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Police Officer	6	90.12/hr OT	Various	100		
Sergeant		103.55/hr OT	Various	100		
Lieutenant		115.28/hr OT	Various	100		
Detective	4	98.31/hr OT	Various	100		
Detective Sergeant		108.72/hr OT	Various	100		
Detective Lieutenant		121.04/hr OT	Various	100		
Research Technician	17	51.13/hr OT	Various	100		
Research Analyst	20	58.62/hr OT	Various	100		
Senior Research Analyst	24	69.24/hr OT	Various	100		
Deputy Sheriff Investigator		65.78/hr OT	Various	100		
Deputy Sheriff Investigator Sergeant		76.44/hr OT	Various	100		
Deputy Sheriff		60.57/hr OT	Various	100		
Deputy Sheriff Sergeant		72.32/hr OT	Various	100		
Probation Officer	21/12	61.41/hr OT	Various	100		
Senior Probation Officer	23/9	69.02/hr OT	Various	100		
Senior Clerk Typist	12	40.59/hr OT	Various	100		

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**STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation

Resolution  X                       Local Law                           Charter Law    

2. Title of Proposed Resolution

Accepting and appropriating a grant in the amount of \$1,185,880 from the New York State Division of Criminal Justice Services for the Operation IMPACT X Task Force with 89.91% support.

3. Purpose of Proposed Legislation

To accept \$1,185,880 from the New York State Division of Criminal Justice Services to continue a project to reduce violent crime, particularly gun-related crime.

4. Will the Proposed Legislation have a fiscal impact? Yes      No  X

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 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:

Non-reimbursable fringe benefit costs of approximately \$133,018 will be incurred through June 30, 2014. Additional fringe benefits costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding:

New York State Division of Criminal Justice Services: State funding

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer    11. Signature of Preparer    12. Date

Susan C. Krause  
Grants Analyst



6/26/13



1667

STATE OF NEW YORK  
DIVISION OF CRIMINAL JUSTICE SERVICES  
Alfred E. Smith Office Building  
80 South Swan Street  
Albany, New York 12210  
<http://criminaljustice.ny.gov>

ANDREW M. CUOMO  
GOVERNOR

MICHAEL C. GREEN  
EXECUTIVE DEPUTY COMMISSIONER

June 13, 2013

The Honorable Thomas Spota  
District Attorney  
Suffolk County District Attorney's Office  
N. County Complex Veterans Memorial Highway  
Building 77  
Hauppauge, NY 11788

Mr. James Burke  
Chief  
Suffolk County Police Department  
30 Yaphank Avenue  
Yaphank, NY 11980

Dear District Attorney Spota and Chief Burke:

On behalf of the NYS Division of Criminal Justice Services (DCJS), I am pleased to announce that your Operation IMPACT Partnership will receive \$1,185,880 for NYS fiscal year 2013 – 2014. The funds have been dedicated to assist your partnership in sustaining and enhancing your Operation IMPACT crime reduction efforts. The Division anticipates that these funds will be utilized to support crime reduction efforts within the primary and DCJS designated secondary jurisdictions.

The attached spreadsheet represents your county's entire budget request for IMPACT X. The "**Awarded Budget**" column reveals the amount of funding approved by DCJS for each individual request. Please note that most staffing positions supported during IMPACT IX were again funded through IMPACT X.

The process DCJS utilizes to make award decisions is deliberate and focuses on awarding funds to positions and items justified as being critical to the implementation of the proposed strategies. While each agency is expected to use the approved budget in the "Awarded Budget" column when developing this year's contract, DCJS permits minor adjustments to be made. Requests for adjustments must be made by the head of the agency, in writing, and must demonstrate why the strategy would benefit from that adjustment. DCJS reserves the right to approve or deny any request. The overall award amount cannot be adjusted.

Reallocation of funds will be extremely limited and is not encouraged. Any reallocation of funds requested on IMPACT X contracts will be carefully scrutinized by the Deputy Commissioner of the Office of Public Safety to ensure the requested budget amendment is in the best interest of the IMPACT strategy overall. In addition, all budget reallocation requests must be made in a timely manner and must receive approval before the agency can move forward with the expenditure.

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The DCJS Office of Program Development and Funding will be contacting the individuals listed as the "primary contacts" on the applications to assist in contract preparation. In the meantime, if you have any questions concerning this award or the enclosure, please contact Jerry Miller at (518) 485-7642.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael C. Green". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael C. Green  
Executive Deputy Commissioner

MCG:rh:pr  
Enclosure

1667

## Suffolk

### POLICE DEPARTMENT BUDGET

PERSONNEL	Requested Budget	Awarded Budget
<b>Overtime to Support Initiatives/Strategies</b>		
Crime Analyst Civilian - Crime Analysis-avg. OT rate-\$57/hour for 456 hours	\$26,000	\$26,000
Sworn Officers - FIO Initiative-avg OT rate-\$104/ hour for 1,496 hours	\$155,550	\$80,000
Sworn Officers - Firearms Supp. Unit- avg OT rate-\$104/hour for 1,100 hours	\$114,350	\$75,000
Sworn Officers - Telephone Analysis-avg. OT rate-\$104/hour for 381 hours	\$39,600	\$20,000
Sworn Officers - Location Based Alternate Strategies-avg OT rate \$104/hr for 188 hrs	\$19,600	\$15,000
Sworn Officers-Pct Det Bur Enforcement Strategy-avg OT rate \$104 x 529 hrs	\$55,000	\$35,000
Sworn Officers-Patrol Enforcement Strategies & Support-avg OT rate \$95.66x889 hrs	\$85,000	\$40,000
OT Sworn Officers Enforcement Strategy - Narc.Section-avg.rate-\$104/hr - 576 hrs	\$60,000	\$30,000
OT Sworn Officers Enfor. Str.- Com Resp Bur-Truancy-avg.rate-\$94/hr x 213 hrs	\$20,000	\$10,000
Overtime Sworn Officers CPTED - Comm.Response Bureau-avg.rate-\$94/hrx 213 hrs	\$20,000	\$10,000
OT Sworn Officers- Pistol License Enforcement initiatives-\$94/hr avg rate x 267 hrs	\$25,000	\$15,000
<b>TOTAL PERSONNEL</b>	<b>\$555,100</b>	<b>\$356,000</b>
<b>EQUIPMENT / SOFTWARE</b>		
desk top(\$650) and laptop computers(\$750) for Crime Analysis supervisor	\$1,400	\$1,400
(8) Laptop computers for Field Intelligence Officers (8 x \$750)	\$6,000	\$6,000
Digital SLR Camera and case for Location Based Strategies	\$1,500	\$0
micro transmitters/recorders - 6 transmitters at \$3,700 each-Narco	\$22,101	\$11,000
two-watt signal booster retransmitters - 6 signal boosters at \$3,750 each-Narco	\$22,102	\$11,000
<b>TOTAL EQUIPMENT</b>	<b>\$53,103</b>	<b>\$29,400</b>
<b>OTHER EXPENSES / SUPPLIES</b>		
Visual Analytics software license maintenance	\$78,000	\$78,000
Printing costs for CPTED TIP CARDS and Brochures	\$5,000	\$3,000
Confidential Funds -	\$25,000	\$25,000
Confidential Funds -	\$30,000	\$15,000
<b>TOTAL SUPPLIES</b>	<b>\$138,000</b>	<b>\$121,000</b>
<b>POLICE DEPARTMENT TOTAL</b>	<b>\$746,203</b>	<b>\$506,400</b>

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<b>DISTRICT ATTORNEY'S OFFICE BUDGET</b>		
<b>PERSONNEL</b>	<b>Requested Budget</b>	<b>Awarded Budget</b>
<b>Job Title / Position</b>		
Assistant District Attorney - Special Investigations Bureau - Bureau Chief	\$79,400	\$79,400
Assistant District Attorney - Special Investigations Bureau - Deputy Bureau Chief	\$72,000	\$72,000
Assistant District Attorney - Special Investigations Bureau - Principal ADA	\$47,200	\$47,200
Assistant District Attorney - Major Crime Bureau - Bureau Chief	\$86,600	\$86,600
Assistant District Attorney - Major Crime Bureau - Deputy Bureau Chief	\$78,600	\$78,600
Assistant District Attorney - Major Crimes Bureau - Principal ADA	\$61,600	\$61,600
Research Technician	\$9,464	\$9,464
<b>Fringe Benefits for Positions</b>		
Assistant District Attorney - Special Investigations Bureau - Bureau Chief	\$19,850	\$19,850
Assistant District Attorney - Special Investigations Bureau - Deputy Bureau Chief	\$18,000	\$18,000
Assistant District Attorney - Special Investigations Bureau - Principal ADA	\$11,800	\$11,800
Assistant District Attorney - Major Crime Bureau - Bureau Chief	\$21,650	\$21,650
Assistant District Attorney - Major Crime Bureau - Deputy Bureau Chief	\$19,650	\$19,650
Assistant District Attorney - Major Crimes Bureau - Principal ADA	\$15,400	\$15,400
Research Technician	\$2,366	\$2,366
<b>TOTAL PERSONNEL</b>	<b>\$543,580</b>	<b>\$543,580</b>
<b>EQUIPMENT / SOFTWARE</b>		
20 Streamlight Strion LED flashlights for nighttime undercover surveillance with	\$3,000	\$0
<b>TOTAL EQUIPMENT</b>	<b>\$3,000</b>	<b>\$0</b>
<b>OTHER EXPENSES / SUPPLIES</b>		
Buy money	\$40,000	\$15,000
Confidential funds	\$10,000	\$5,000
5 leases - used vehicles - one year contracts	\$28,000	\$0
44 Raid Jackets for Gun Suppression Unit @ approximately \$40/each	\$1,800	\$0
<b>TOTAL SUPPLIES</b>	<b>\$79,800</b>	<b>\$20,000</b>
<b>DISTRICT ATTORNEY'S OFFICE TOTAL</b>	<b>\$626,380</b>	<b>\$563,580</b>

<b>SHERIFF'S OFFICE BUDGET</b>		
<b>PERSONNEL</b>	<b>Requested Budget</b>	<b>Awarded Budget</b>
<b>Overtime to Support Initiatives/Strategies</b>		
Deputy Sheriffs @ \$62.00 per hour x 250 hours NICS Investigation Initiative	\$15,500	\$10,000
Deputy Sheriff Sgts @ \$72 per hr x 300 hours NICS Investigation Initiative	\$21,600	\$10,000
Deputy Sheriff Investigators @ 68/hour x 416 hrs PL Handgun Initiative	\$28,288	\$15,000
Deputy Sheriff Inv Sergeant @ \$78/hr x 156 hours PL Handgun Initiative	\$12,168	\$7,500
Senior Clerk Typist 2 \$31/hr x 156 rs PL Handgun Initiative - Data Entry	\$4,836	\$4,900
<b>TOTAL PERSONNEL</b>	<b>\$82,392</b>	<b>\$47,400</b>
<b>EQUIPMENT / SOFTWARE</b>		
Subscription Lexis/Nexis Accurint for Law Enforcement	\$1,500	\$1,500
<b>TOTAL EQUIPMENT</b>	<b>\$1,500</b>	<b>\$1,500</b>
<b>OTHER EXPENSES / SUPPLIES</b>		
Public Information & Education (PI&E) materials	\$8,000	\$4,000
<b>TOTAL SUPPLIES</b>	<b>\$8,000</b>	<b>\$4,000</b>
<b>CONSULTANT SERVICES</b>		
Pistol License Data Conversion	\$10,451	\$10,000
Weapon/Property Data Conversion	\$8,823	\$9,000
<b>TOTAL CONSULTANT SERVICES</b>	<b>\$19,274</b>	<b>\$19,000</b>
<b>TRAVEL &amp; SUBSISTENCE</b>		
Travel to DCJS sponsored events	\$3,500	\$500
<b>TOTAL TRAVEL &amp; SUBSISTENCE</b>	<b>\$3,500</b>	<b>\$500</b>
<b>SHERIFF'S OFFICE TOTAL</b>	<b>\$114,666</b>	<b>\$72,400</b>

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<b>COUNTY PROBATION BUDGET</b>		
<b>PERSONNEL</b>	<b>Requested Budget</b>	<b>Awarded Budget</b>
<b>Overtime to Support Initiatives/Strategies</b>		
1040 hours overtime - average 20 hours per week during grant contract year	\$65,500	\$43,000
<b>TOTAL PERSONNEL</b>	<b>\$65,500</b>	<b>\$43,000</b>
<b>EQUIPMENT / SOFTWARE</b>		
2 Blackberry/mobile communications devices and service plans	\$2,200	\$0
(1) 5.11 Tactical patrol breaching kit or equivalent - includes prying/breaching tools	\$500	\$0
Two (2) HP Slate 500 Tablet PCs or equivalent-providing field access to office PCs	\$1,300	\$0
Two(2) Garmin Global Positioning System (GPS) devices-for accurate deployment	\$400	\$0
Three (3) Blackhawk STRIKE Tactical vest carriers and pouches	\$700	\$0
<b>TOTAL EQUIPMENT</b>	<b>\$5,100</b>	<b>\$0</b>
<b>TRAVEL &amp; SUBSISTENCE</b>		
DCJS Trainings	\$2,000	\$500
<b>TOTAL TRAVEL &amp; SUBSISTENCE</b>	<b>\$2,000</b>	<b>\$500</b>
<b>COUNTY PROBATION TOTAL</b>	<b>\$72,600</b>	<b>\$43,500</b>

**COUNTY GRAND TOTAL - \$1,559,849 \$1,185,880**

COUNTY OF SUFFOLK



1667

STEVEN BELLONE  
COUNTY EXECUTIVE

EDWARD WEBBER  
POLICE COMMISSIONER

**POLICE DEPARTMENT  
MEMORANDUM**

**TO:** Jon Schneider, Deputy County Executive  
Suffolk County Executive's Office

**FROM:** Mark White, Chief of Support Services  
Suffolk County Police Department *M White*

**DATE:** June 26, 2013

**SUBJECT:** Resolution Packets & SCIN Forms for Operation IMPACT X Grant Program  
Project Number: OI13-1056-D00

**Certificate of Necessity Requested**

Attached please find the following for the Operation IMPACT X Grant Program:

- o Draft Grant Resolution
- o Proposed Certificate of Necessity
- o Memorandum of Support
- o Grant SCIN Forms
- o Request for Introduction of Legislation
- o Financial Impact Statement
- o Copy of grant award letter and approved budget

Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. Grant contract signature will be done on-line in the DCJS Grants Management System (GMS) upon passage and signature of the resolution.

**Due to the fact that this is a one year project with no extensions given, it is imperative that the resolution to accept and appropriate the funding for the project be passed with a Certificate of Necessity at the July 30, 2013 meeting in order to allow for sufficient time to implement and complete grant activities prior to the grant end date of June 30, 2014.**

If you have any questions concerning this resolution package please do not hesitate to contact Susan Krause, Grants Analyst, at (631) 852-6601 or Sarah Furey, Senior Grants Analyst, at (631) 852-6042.

cc: Dennis M. Cohen, Chief Deputy County Executive  
 Lisa Santeramo, Assistant Deputy County Executive  
 Tom Vaughn, Director of Intergovernmental Relations  
 Evelyn Creen, Senior Federal & State Aid Claims Examiner

**ACCREDITED LAW ENFORCEMENT AGENCY**

Visit Us Online at [www.suffolkpd.org](http://www.suffolkpd.org)  
 Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS  
 Non-Emergencies Requiring Police Response, Dial (631) 852-COPS  
 30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. - 2013**

1675

**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2013**

**RESOLUTION NO. -2013, AMENDING THE 2013  
CAPITAL BUDGET AND PROGRAM AND  
APPROPRIATING FUNDS IN CONNECTION WITH  
THE COUNTY SHARE FOR RECONSTRUCTION OF  
CR 3, PINELAWN ROAD, TOWNS OF HUNTINGTON  
AND BABYLON (CP 5510, PIN 075987)**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. - 2013, BECAUSE WITH THE PASSAGE  
OF THIS RESOLUTION, THE COUNTY WILL BE REIMBURSED \$15,150,000 OF  
THE ESTIMATED \$18,820,833 CONSTRUCTION COST FOR THIS PROJECT  
THROUGH FEDERAL STPU (80%) AND HSIP (90%) FUNDING; HOWEVER, THE  
NEW YORK STATE DEPARTMENT OF TRANSPORTATION WILL NOT  
REQUEST THE FEDERAL AID AUTHORIZATION BEFORE THEY RECEIVE A  
SIGNED AND CERTIFIED RESOLUTION, ALONG WITH A FULLY EXECUTED  
REIMBURSEMENT AGREEMENT SHOWING THE COUNTY'S PARTICIPATION  
AND SHARE. IT IS DUE TO THESE REQUIREMENTS, AND THE APPROACHING  
NEW YORK STATE FUNDING OBLIGATION DEADLINE OF SEPTEMBER 15,  
2013, THAT WE REQUEST THIS RESOLUTION BE CONSIDERED AS A  
CERTIFICATE OF NECESSITY.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
26<sup>th</sup> DAY OF JULY, 2013.**

2013 JUL 26 P 4:57  
SUFFOLK COUNTY N.Y.  
COUNTY LEGISLATURE  
MAINTENANCE

  
\_\_\_\_\_  
JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE

RECEIVED

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2013, AMENDING THE 2013  
CAPITAL BUDGET AND PROGRAM AND APPROPRIATING  
FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR  
RECONSTRUCTION OF CR 3, PINELAWN ROAD, TOWNS OF  
HUNTINGTON AND BABYLON (CP 5510, PIN 075987)**

**WHEREAS**, the Commissioner of Public Works has requested funds for construction in connection with the reconstruction of CR 3, Pinelawn Road; and

**WHEREAS**, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 075987, under the Federal Highway Administration (FHWA) funding, with a share allocation of \$12,150,000 Federal funds (80%) with \$3,037,500 County share (20%); and \$3,000,000 Federal funds (90%) with \$333,333 County share (10%); 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 and/or State Marchiselli portion; and

**WHEREAS**, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

**WHEREAS**, sufficient funds are not included in the 2013 Capital Budget and Program to cover the cost of said request under Capital Project 5510 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**, 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 \$18,520,833 in Suffolk County Serial Bonds; now, therefore be it

**1<sup>st</sup> RESOLVED**, Resolution No. 981-2008 approved by the County Legislature issued a SEQRA determination of Non-Significance as the project's proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR; the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code; the parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties; no high groundwater and no unmanageable slopes); existing drainage problems will be alleviated and traffic safety will be improved and traffic congestion mitigate; therefore, the provisions of

SEQRA have been complied with and no further environmental review is necessary; and be it further

**2<sup>nd</sup>** **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. 461-2006; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete reconstruction of CR 3, Pinelawn Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

**4<sup>th</sup>** **RESOLVED**, that the 2013 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5510  
 Project Title: Reconstruction of CR 3, Pinelawn Road

	<u>Total Est'd Cost</u>	<u>Current 2013 Capital Budget &amp; Program</u>	<u>Revised 2013 Capital Budget &amp; Program</u>
3. Construction	\$37,520,000	\$2,400,000B \$9,600,000F	\$ 3,370,833B \$15,150,000F
TOTAL	\$37,520,833	\$12,000,000	\$18,520,833

and be it further

**5<sup>th</sup>** **RESOLVED**, that the proceeds of \$3,370,833 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-5510.310 (Fund 001 Debt Service)	50	Reconstruction of CR 3, Pinelawn Road	\$3,370,833

and be it further

**6<sup>th</sup>** **RESOLVED**, that Federal Aid in the amount of \$15,150,000 be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
Ref-CAP-525-5510.310	50	Reconstruction of CR 3, Pinelawn Road	\$15,150,000

**7<sup>th</sup>** **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of \$3,370,833; and be it further

**8<sup>th</sup>**           **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of \$15,150,000; and be it further

**9<sup>th</sup>**           **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of \$15,150,000; and be it further

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

**11<sup>th</sup>**          **RESOLVED**, that the Department of Public Works keeps track of staff and costs associated with this project for chargeback purposes; and be it further

**12<sup>th</sup>**          **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:

1675

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		
<p><b>RESOLUTION NO.                      - 2013, AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR RECONSTRUCTION OF CR 3, PINELAWN ROAD, TOWNS OF HUNTINGTON AND BABYLON (CP 5510, PIN 075987)</b></p>		
3. Purpose of Proposed Legislation		
See No. 2 above.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  X  </u> No <u>      </u>		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<p><b>County</b></p>	<p><b>Town</b></p>	<p><b>Economic Impact</b></p>
<p><b>Village</b></p>	<p><b>School District</b></p>	<p><b>Other (Specify):</b></p>
<p><b>Library District</b></p>	<p><b>Fire District</b></p>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
<p>There are Federal funds available from the Federal Highway Administration (FHWA) for this project, with a share allocation of eighty (80%) percent Federal funds (\$12,150,000) and twenty (20%) percent County funds (\$3,037,500) and ninety (90%) percent Federal funds (\$3,000,000) and ten (10%) percent County funds (\$333,333). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with this project for chargeback purposes.</p>		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
<p>Federal Funds 80% and Suffolk County Serial Bonds 20%. Federal Funds 90% and Suffolk County Serial Bonds 10%.</p>		
9. Timing of Impact		
<p>2014 for Suffolk County Serial Bonds. <del>The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for this project.</del></p>		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Assistant Executive Analyst		July 24, 2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

1675

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
TOTAL	\$292,673	\$0.57	\$0.001

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
TOTAL	\$292,673	\$0.57	\$0.001

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2012.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County  
General Obligation Serial Bonds  
Level Debt

1675

Term of Bonds	15
Amount to Bond:	\$3,370,833

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2013					
11/1/2014	2.000%	\$174,693.65	\$117,979.16 \$55,932.44	\$292,672.81 \$55,932.44	\$292,672.81
11/1/2015	3.000%	\$180,807.93	\$55,932.44 \$52,768.30	\$236,740.37 \$52,768.30	\$292,672.81
11/1/2016	3.000%	\$187,136.21	\$52,768.30 \$49,493.42	\$239,904.51 \$49,493.42	\$292,672.81
11/1/2017	3.000%	\$193,685.98	\$49,493.42 \$46,103.91	\$243,179.39 \$46,103.91	\$292,672.81
11/1/2018	3.000%	\$200,464.99	\$46,103.91 \$42,595.77	\$246,568.90 \$42,595.77	\$292,672.81
11/1/2019	3.000%	\$207,481.26	\$42,595.77 \$38,964.85	\$250,077.03 \$38,964.85	\$292,672.81
11/1/2020	3.000%	\$214,743.10	\$38,964.85 \$35,206.85	\$253,707.96 \$35,206.85	\$292,672.81
11/1/2021	3.000%	\$222,259.11	\$35,206.85 \$31,317.31	\$257,465.96 \$31,317.31	\$292,672.81
11/1/2022	3.000%	\$230,038.18	\$31,317.31 \$27,291.65	\$261,355.50 \$27,291.65	\$292,672.81
11/1/2023	3.000%	\$238,089.52	\$27,291.65 \$23,125.08	\$265,381.16 \$23,125.08	\$292,672.81
11/1/2024	3.000%	\$246,422.65	\$23,125.08 \$18,812.68	\$269,547.73 \$18,812.68	\$292,672.81
11/1/2025	3.000%	\$255,047.44	\$18,812.68 \$14,349.35	\$273,860.13 \$14,349.35	\$292,672.81
11/1/2026	3.250%	\$263,974.11	\$14,349.35 \$9,729.81	\$278,323.46 \$9,729.81	\$292,672.81
11/1/2027	3.250%	\$273,213.20	\$9,729.81 \$4,948.57	\$282,943.00 \$4,948.57	\$292,672.81
11/1/2028	3.375%	\$282,775.66	\$4,948.57	\$287,724.23	\$292,672.81
11/1/2029		\$3,370,833.00	\$1,019,259.14	\$4,390,092.14	\$4,390,092.14
11/1/2030					
11/1/2031					

**\*\* NEW YORK METROPOLITAN TRANSPORTATION COUNCIL \*\***  
**TIP AMENDMENT: NS12-20**

AGENCY FIN WORKTYPE <AQ STATUS>	PROJECT DESCRIPTION	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	5-YEAR PROGRAM FUNDING STATEMENTS OCTOBER 2011 - 2015					POST FFY 2015	
						PRE FFY 2011	FFY 2012	FFY 2013	FFY 2014	FFY 2015		
<b>From</b>												
SUFFOLK CO. 075987 RECON <Exempt>	INTERSECTION RECONSTRUCTION AT CR3, PINELAWN ROAD/RULAND ROAD/COLONIAL SPRINGS ROAD INCLUDING ADDING A LANE EACH DIRECTION ON COLONIAL SPRING RD. APPROXIMATELY 3,500 FT FROM THE INTERSECTION TO LITTLE EAST NECK ROAD, TOWN OF HUNTINGTON NY332, NY095	TPC: \$21-\$31 M	HPP 05/2012 LOCAL 05/2012 HPP 08/2012 LOCAL 08/2012 LOCAL 08/2012 LOCAL 05/2014 LOCAL 05/2014 <b>TOTAL 5YR COST:</b>	0.988 0.247 1.776 0.444 0.600 2.300 20.000 26.355	DETLDES DETLDES ROWACQU ROWACQU ROWINCD CONINSP CONST	0.988 0.247 1.776 0.444 0.600	2.300 20.000	0.000 0.000	0.000 0.000	0.000 0.000	0.000 0.000	
AQC:DIP	SUFFOLK		<b>TOTAL 5YR COST:</b>	26.355		4.055	22.300	0.000	0.000	0.000	0.000	
<b>To</b>												
SUFFOLK CO. 075987 RECON <Exempt>	INTERSECTION RECONSTRUCTION AT CR3, PINELAWN ROAD/RULAND ROAD/COLONIAL SPRINGS ROAD INCLUDING ADDING A LANE EACH DIRECTION ON COLONIAL SPRING RD. APPROXIMATELY 3,500 FT FROM THE INTERSECTION TO LITTLE EAST NECK ROAD, TOWN OF HUNTINGTON NY332, NY095	TPC: \$21-\$31 M	HPP 05/2012 LOCAL 05/2012 HPP 08/2012 LOCAL 08/2012 LOCAL 08/2012 LOCAL 05/2013 LOCAL 05/2013 LOCAL 05/2013 LOCAL 05/2013 LOCAL 05/2013 LOCAL 05/2013 LOCAL 05/2013 <b>TOTAL 5YR COST &gt;</b>	0.988 0.247 1.776 0.444 0.600 <del>0.300</del> <del>0.030</del> <del>2.700</del> <del>0.270</del> <del>0.215</del> <del>0.537</del> <del>0.935</del> 5.574 25.616	DETLDES DETLDES ROWACQU ROWACQU ROWINCD <del>CONINSP</del> <del>CONINSP</del> <del>CONST</del> <del>CONINSP</del> <del>CONINSP</del> <del>CONINSP</del> <del>CONST</del> CONST	0.988 0.247 1.776 0.444 0.600	<del>0.300</del> <del>0.030</del> <del>2.700</del> <del>0.270</del> <del>0.215</del> <del>0.537</del> <del>0.935</del> 5.574	0.000	0.000	0.000	0.000	
AQC:DIP	SUFFOLK		<b>TOTAL 5YR COST &gt;</b>	25.616		4.055	21.561	0.000	0.000	0.000	0.000	

**Ballot Comment:** REPLACED LOCAL FUNDING WITH FEDERAL FUNDING AND OFFSET PROVIDED FROM 075656.

1675

COUNTY OF SUFFOLK

1675



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

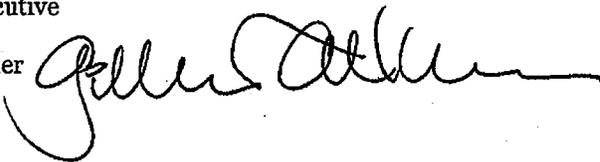
VINCENT FALKOWSKI, P.E.  
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner 

DATE: July 16, 2013

RE: **Amending the 2013 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Reconstruction of CR 3, Pinelawn Road, Towns of Huntington and Babylon (CP 5510, PIN 075987)**

Attached is a draft resolution and duplicate copy to appropriate the sum of \$18,520,833 for construction in connection with the above referenced project. There are insufficient funds included in the 2013 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 and/or State aid.

The County will be reimbursed \$15,150,000 of this amount through Federal STPU (80%) and HSIP (90%) funding, however, the New York State Department of Transportation will not request the Federal Aid authorization before they receive a signed and certified Resolution, along with a fully executed reimbursement agreement showing the County's participation and share. It is because of these requirements, and the approaching Federal funding obligation deadline, that we request this resolution be considered as a Certificate of Necessity.

This funding will provide for intersection and safety improvements at the highly traveled and very congested intersection of CR 3, Pinelawn Road at Ruland Road/Colonial Springs Road, including realignment of the intersection with removal of the center median on Pinelawn Road and widening of a portion of Colonial Springs Road, various drainage improvements including the installation of a recharge basin, installation of curb, sidewalk and new traffic signals and full depth asphalt pavement resurfacing.

The Suffolk County Council on Environmental Quality has reviewed this project and issued a determination of Non-Significance. The Suffolk County Legislature concurred with this finding pursuant to Resolution 981-2008.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5510(CR3 Constr).doc".

GA/WH/td  
attach.

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
William Hillman, P.E., Chief Engineer  
Charles Jaquin, Acting Head of Finance Division

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1675

**2013 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Amending the 2013 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Reconstruction of CR 3, Pinelawn Road, Towns of Huntington and Babylon (CP 5510, PIN 075987).

PURPOSE OR GENERAL IDEA OF BILL: Provides for funding to begin construction along the CR 3, Pinelawn Road corridor, at its intersection with Ruland Road/Colonial Springs Road.

SUMMARY OF SPECIFIC PROVISIONS: 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 and/or State aid. The County will be reimbursed \$15,150,000 of the \$18,520,833 amount requested through Federal STPU (80%) and HSIP (90%) funding, however, the New York State Department of Transportation will not request the Federal Aid authorization before they receive a fully executed Resolution showing the County's participation and share.

JUSTIFICATION: This will enable Suffolk County to begin construction along CR 3, Pinelawn Road, specifically at the intersection of CR 3, Pinelawn Road at Ruland Road/Colonial Springs Road.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

CN IR 1691

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a local law entitled "A LOCAL LAW TO STRENGTHEN AND IMPROVE REGULATING CERTAIN HOME IMPROVEMENT CONTRACTORS" has been introduced in the Suffolk County Legislature.

This proposed local law would extend the County's licensing requirements applicable to home improvement contractors to persons and entities providing home raising or elevating services in Suffolk County.

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 30<sup>th</sup> day of July, 2013 at 2:30 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. - 2013**

1691

**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2013**

**RESOLUTION NO. -2013, A LOCAL LAW TO  
STRENGTHEN AND IMPROVE REGULATING  
CERTAIN HOME IMPROVEMENT CONTRACTORS**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. - 2013, BECAUSE CURRENTLY THE  
AMOUNT OF INSURANCE COVERAGE A HOME IMPROVEMENT  
CONTRACTOR IS REQUIRED TO OBTAIN IS NOT SUFFICIENT TO PROTECT  
OUR HOMEOWNERS IF THEIR HOUSE HAS TO BE RAISED OR ELEVATED.  
FEDERAL FUNDS ARE AVAILABLE TO ASSIST HOMEOWNERS FOR REPAIR  
OF THEIR HOMES. THESE HOMEOWNERS ARE CONTRACTING FOR  
RENOVATIONS WITHOUT THE PROPER PROTECTION.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 26<sup>TH</sup> DAY OF  
JULY, 2013.**

  
\_\_\_\_\_  
**JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE**

RECEIVED  
2013 JUL 26 P 1:57  
SUFFOLK COUNTY, N.Y.  
COUNTY LEGISLATURE  
HARRISBURG

Introduced by Presiding Officer, on request of the County Executive and Legislators Calarco, Horsley

**RESOLUTION NO. -2013, ADOPTING LOCAL LAW NO. -2013, A LOCAL LAW TO STRENGTHEN AND IMPROVE REGULATING CERTAIN HOME IMPROVEMENT CONTRACTORS**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on 2013, a proposed local law entitled **"A LOCAL LAW TO STRENGTHEN AND IMPROVE REGULATING CERTAIN HOME IMPROVEMENT CONTRACTORS"**; now, therefore be it ENACTED IN FORM AS FOLLOWS:

**LOCAL LAW NO. -2013, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW TO STRENGTHEN AND IMPROVE REGULATING CERTAIN HOME IMPROVEMENT CONTRACTORS**

**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 Code contains various provisions that require licensing of certain occupations and regulate those licensed occupations.

This Legislature also finds and determines that Suffolk County occupational licensing laws need to be updated to keep current with changes in New York State Law, the organization of Suffolk County government and to provide Suffolk County residents with the best possible protection against unscrupulous acts by members of licensed occupations.

Furthermore, due to climate circumstances certain home improvement companies have expanded their practices to include elevating and raising homes to reduce the risk of future flooding.

Therefore the purpose of this law is to strengthen Suffolk County's occupational licensing law to protect the residents of Suffolk County by increasing the insurance these contractors have to provide when undertaking an elevation and reconstruction project.

**Section 2. Amendments.**

I.) Section 563 of the SUFFOLK COUNTY CODE is hereby amended to read as follows:

**Chapter 563 LICENSED OCCUPATIONS.**

**Article I. Provisions Applicable To All Licenses**

\*\*\*\*

**§563-11. Powers of Director; disposition of fees; liability.**

A. In addition to the powers and duties elsewhere prescribed in this chapter, the Director shall have the power to:

- (1) Keep records of all licenses issued, suspended or revoked and all fines adjudged.
- (2) Issue temporary licenses as may be necessary.
- (3) Promulgate such rules and regulations not inconsistent with the provisions of this chapter as may be necessary with respect to the form and content of applications for licenses, reception thereof, investigation of applicants and their qualification, the conduct, duties as prescribed by this chapter and for the proper administration and enforcement of the provisions of this chapter, and to amend or repeal any such rules and regulations.
- (4) Require any applicant for a home improvement contractor license or a home appliance repair contractor license, or any such licensee, as evidence of financial responsibility, to post a surety bond, in any amount to be set by the Director, but in no event to exceed \$100,000, and/or to furnish certificates of public liability and property damage insurance in the amount of \$500,000 per occurrence combined single limit.
- (5) In addition to the requirements of § 563-11 A(4) above, any home improvement contractor who is performing home raising/elevating services, as those terms are defined in article II of this chapter, shall obtain insurance coverage for those services which coverage shall include a Riggers Liability Extension Endorsement or similar endorsement to insure against damage to a homeowner's movable and immovable property. The amount of insurance coverage required under this § 563-11 A(5) shall be a minimum of \$500,000 per occurrence, including bodily injury, property damage and contractual liability with an aggregate limit of at least \$2,000,000.
- (6) Require reasonable information of an applicant or licensee, including the production of books, papers, records and other documents.

\*\*\*\*

**Article II. Home Improvement Contractors**

**§563-16. Definitions**

As used in this article, the following terms shall have the meanings indicated:

**HOME IMPROVEMENT CONTRACTING**

Excluding work in the electrical and plumbing fields as defined by §563-126 of this chapter, any repair, remodeling, alteration, conversion, modernization, home raising or home elevating services or addition to residential property, and includes but is not limited to painting of residential structures; carpentry; fencing; driveways; exterminating; flooring; ductwork for heating, ventilation and air-conditioning systems, masonry; roofing; siding; swimming pools; and

waterproofing; as well as other improvements to structures or upon land which are part of residential property, including landscaping and arboriculture, which as used herein shall mean tree sprayers, tree pruners, tree stump removers and all other tree services; but shall not include the construction of a new home or work done by a contractor in compliance with a guaranty of completion on new residential property or the sale of goods by a seller who neither arranges to perform nor performs, directly or indirectly, any work or labor in connection with the installation of or application of the goods or improvements to residences owned by or controlled by any government subdivision.

**HOME IMPROVEMENT CONTRACTOR**

A person who engages in home improvement contracting upon residential property.

**HOME MAINTENANCE**

The keeping in a state of repair or efficiency residential property, as defined herein. Such work shall not include alteration of or additions to the original design or function of the residence and shall be limited to the simple repair of existing facilities and systems. For the purpose of this article, "home maintenance" work shall be considered minor, casual and inconsequential in nature when performed in connection with the seasonal opening and closing of residences.

**HOME RAISING OR HOME ELEVATING SERVICES**

Any services involving the separation of a house, or part of a house, from its foundation. Home Raising or Home Elevating Services shall include, but not necessarily be limited to, the temporary raising of a house or part of a house off of its foundation with hydraulic jacks and the shoring and leveling of a house.

\*\*\*\*

**Section 3. Applicability.**

This law shall apply to all 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 resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies,

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

**Section 6. Effective Date.**

This law shall take effect immediately upon filing in the office of the Secretary of State.

\_\_\_ Underlining denotes addition of new language.

DATED:

APPROVED BY:

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

Date:

1691

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: JULY 24, 2013

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2013

TITLE: I.R. NO. -2013; A LOCAL LAW TO STRENGTHEN AND IMPROVE REGULATING CERTAIN HOME IMPROVEMENT CONTRACTORS

SPONSOR: PRESIDING OFFICER, ON THE REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 7/24/2013 PUBLIC HEARING: 7/30/2013

DATE ADOPTED/NOT ADOPTED: \_\_\_\_\_ CERTIFIED COPY RECEIVED: \_\_\_\_\_

This proposed law would extend the County's licensing requirements applicable to home improvement contractors to persons and entities providing home raising or elevating services<sup>1</sup> in Suffolk County.

In addition to the insurance requirements that all home improvement contractors must comply with, home raising services will be required to obtain a Riggers Liability Extension endorsement or similar endorsement with a minimum coverage of \$500,000 per occurrence and bodily injury, property damage and contractual liability coverage with an aggregate limit of at least \$2 million.

This law will take effect immediately upon its filing in the Office of the Secretary of State.

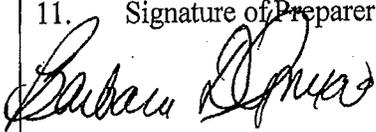
GEORGE NOLAN  
Counsel to the Legislature

GN:js

s:\rule28\28-improve-regulating-home-improvement-contractors

<sup>1</sup> "Home Raising or Home Elevating Services" is defined as services involving the separation of a house, or part of a house, from its foundation and shall include the temporary raising of a house or part of a house off of its foundation with hydraulic jacks and the shoring and leveling of a house.

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 LOCAL LAW TO STRENGTHEN AND IMPROVE REGULATING CERTAIN HOME IMPROVEMENT CONTRACTORS</b>		
3. Purpose of Proposed Legislation Define House Raisers and set insurance rates for these Home Improvement Contractors		
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? (check appropriate category)		
<input 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		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. <p style="text-align: center;"><b>Not Applicable</b></p>		
8. Proposed Source of Funding <p style="text-align: center;"><b>Not Applicable</b></p>		
9. Timing of Impact This law shall take effect immediately upon filing in the Office of the Secretary of State		
10. Typed Name & Title of Preparer  BARBARA D'AMICO DIRECTOR OF FINANCE	11. Signature of Preparer 	12. Date 7/23/13

# COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

SAMUEL CHU  
COMMISSIONER  
DEPARTMENT OF LABOR, LICENSING &  
CONSUMER AFFAIRS  
725 VETERANS MEMORIAL HIGHWAY  
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:  
P.O. BOX 6100  
HAUPPAUGE, N.Y. 11788-0099  
e-mail: [sc.dol@suffolkcountyny.gov](mailto:sc.dol@suffolkcountyny.gov)  
PHONE # (631) 863-6600  
[www.suffolkcountyny.gov/labor](http://www.suffolkcountyny.gov/labor)

## MEMORANDUM

TO: Jon Schneider, Deputy County Executive  
Suffolk County Executive's Office

FROM: Samuel Chu, Commissioner *SC* *(BD)*

DATE: July 23, 2013

RE: INTRODUCTORY RESOLUTION

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

**RESOLUTION NO. -13, ADOPTING LOCAL LAW NO. -2013, A LOCAL LAW  
TO STRENGTHEN AND IMPROVE REGULATING CERTAIN HOME IMPROVEMENT  
CONTRACTORS.**

**AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE  
"RESO-LLCA-HOUSE RAISERS".**

Thank you for your assistance.

\*\*\*

SC:dk  
Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. - 2013**

1697

**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2013**

**RESOLUTION NO. -2013, APPROVING USE  
OF SUFFOLK COUNTY PARKLAND FOR  
PASSIVE RECREATIONAL USE (WALKWAY)  
(SCTM # 0900 - 118.00 - 02.00 - 014.000, 015.000,  
016.000, 017.000, 018.000 and 020.001)**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. - 2013, BECAUSE THE LEGISLATURE  
WILL NOT MEET AGAIN PRIOR TO THE FILING DEADLINE OF THE ABOVE  
REFERENCED GRANT. THIS RESOLUTION WILL ALLOW THE TOWNS OF  
RIVERHEAD AND SOUTHAMPTON THE OPPORTUNITY TO DECIDE WHAT IS  
IN THE BEST INTEREST OF THEIR COMMUNITIES.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
30<sup>TH</sup> DAY OF JULY, 2013.**

  
\_\_\_\_\_  
JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE

RECEIVED  
2013 JUL 30 P 12:28  
SUFFOLK COUNTY, N.Y.  
COUNTY LEGISLATURE  
MAIR PPAUGE

1697

7/30/13

Intro. Res. No. -2013

Laid on Table

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. 2013, APPROVING USE OF SUFFOLK COUNTY PARKLAND FOR PASSIVE RECREATIONAL USE (WALKWAY) (SCTM # 0900 - 118.00 - 02.00 - 014.000, 015.000, 016.000, 017.000, 018.000 and 020.001)**

**WHEREAS**, the State of New York has implemented a process of consolidated grant applications for state-wide economic development projects; and

**WHEREAS**, the Town of Southampton seeks to implement economic revitalization plans for the distressed hamlet of Riverside and more specifically to encourage business development, job creation and to enhance recreational opportunities in a walkable community; and

**WHEREAS**, the Town of Southampton seeks to create a Riverside Maritime Trail Peconic River Walk, including the construction of a pedestrian bridge over the Peconic River to link the resurgent downtown Riverhead business district at site of the Long Island Aquarium with the hamlet of Riverside at a parcel of land owned by the County of Suffolk described as Suffolk County Tax Map District 0900-Section 118.00-Block 02.00-Lots 014.000, 015.000, 016.000, 017.000, 018.000 and 020.001 (approx. 14 acres) and further described as 124, 134, 152, 160 and 180 Flanders Road, Riverside, New York; and

**WHEREAS**, the County of Suffolk acquired said real property on Sept 7, 2011 at a cost to the county of \$2,432,955 (Liber 12671Page 849) and limited its future use to open space purposes which permits passive recreational use;

**WHEREAS**, the 1999 Southampton Town Comprehensive Plan identifies both a vision for the revitalization of the hamlet of Riverside and suggested 'action items' to implement this vision; and

**WHEREAS**, as contemplated by its adopted Master Plan, the Town of Southampton has deemed said action items to be consistent with this application for NYS grant funding as noted below:

*Overall Planning Concept for the Riverside Hamlet:*

*A "maritime" theme, featuring linkages to adjacent downtown Riverhead, interagency cooperation on concentrating development in a manner to improve physical conditions and conserve the natural environment, upgrading of housing and highlighting of the area's significant open space and natural resources in order to enhance the neighborhood's image and quality of life.*

*Objectives:*

- *Preserve maritime resources and the Peconic Estuary.*
- *Implement plans to make Route 24 into a scenic "Maritime Corridor," and not just a highway to relieve congestion in Riverhead*
- *Coordinate development with neighboring Riverhead.*

*Action Items:*

*Promote mixed-use residential and low-scale commercial development with a recreation/maritime theme along the Peconic River.; and*

**WHEREAS**, the Town of Southampton's Riverside Economic Revitalization Committee has identified this 'walkable community' plan as an opportunity to provide economic stimulus to the businesses along the Flanders Road (S.R. 24) corridor; and

**WHEREAS**, the Town of Southampton has been working to implement various action items through the creation of a Riverside Economic Revitalization Committee, with the active involvement of both Suffolk County and the New York State Department of Transportation; and

**WHEREAS**, the Town has developed an initial proposal for grant funding by New York State for the pedestrian bridge, based on a cost estimate by the Suffolk County Department of Public Works, of \$1.145 million; now, therefore be it

**1<sup>st</sup> RESOLVED**, that in the event that the governing boards of the Towns of Riverhead and Southampton approve the construction of and the filing of any and all grant applications necessary for construction of the pedestrian bridge as described herein above pursuant to the Peconic River Maritime Trail Plan, use of Suffolk County park parcel bearing SCTM # 0900 – 118.00 – 02.00 – 014.000, 015.000, 016.000, 017.000, 018.000 and 020.001 (approx. 14 acres) as the Southampton terminus point of the proposed pedestrian bridge, is hereby approved; and be it further

**2<sup>nd</sup> RESOLVED**, that the County Executive or his designee is hereby authorized, directed and empowered to enter into any agreement and/or easement he deems necessary in his sole discretion pursuant to this resolution to facilitate design, development and construction of the proposed bridge; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Executive or his designee is further authorized as he deems necessary in his sole discretion to execute and deliver, on behalf of the County, any agreements, instruments or authorizations as may be contemplated by, or necessary or advisable to consummate or otherwise give full effect to this resolution, and to perform all acts and do all things required or contemplated by this resolution to provide assistance to facilitate design, development, construction and maintenance of the proposed bridge; and be it further

**4<sup>th</sup> RESOLVED**, that the Town of Southampton shall perform the environmental review of the proposed action for the pedestrian bridge project in accordance with the State Environmental Quality Review Act (SEQRA) and that the Town of Southampton will be the lead agency for such action and the County and the Town of Riverhead will be involved agencies, and the Town of Southampton shall coordinate its review of such action with the County and the Town of Riverhead; and be it further

**5<sup>th</sup> RESOLVED**, that the project sponsor will avoid or minimize any disturbance of fresh and tidal wetlands associated with the project; and be it further

**6<sup>th</sup> RESOLVED**, that the Town of Southampton shall post the County parcel with a construction sign at least 15 days prior to the start of construction at such parcel, which sign shall include a telephone number to call for information about the project, and shall comply with the public notification law, Chapter 183 of the SUFFOLK COUNTY CODE; and be it further

**7<sup>th</sup> RESOLVED**, that the County hereby acknowledges that the use of the Riverside parcel as described above shall be considered the County's sole matching local funding for the stated New York State grant programs, pursuant to a Consolidated Funding Application by the Town of Southampton; and be it further

**8<sup>th</sup> RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management, and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

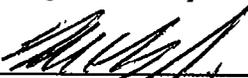
DATED:

APPROVED BY:

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

Date:

**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		
<b>RESOLUTION NO. 2013, APPROVING USE OF SUFFOLK COUNTY PARKLAND FOR PASSIVE RECREATIONAL USE (WALKWAY) (SCTM # 0900 - 118.00 - 02.00 - 014.000, 015.000, 016.000, 017.000, 018.000 and 020.001)</b>		
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)		
<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		
N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
The County has previously acquired said parcel. By approving the passive recreational use of the parcel, this shall be considered the County's sole matching local funding match for this project. See 7 <sup>th</sup> Resolved Clause in Resolution.		
9. Timing of Impact		
Upon Adoption		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Assistant Executive Analyst		July 30, 2013

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2013 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**COMBINED**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.