

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 2090 - 2013**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 2090 – 2013**

**RESOLUTION NO. -2013, AMENDING THE 2013  
CAPITAL BUDGET AND PROGRAM AND  
APPROPRIATING FUNDS FOR THE STUDY AND  
MONITORING OF PUBLIC HEALTH RELATED  
HARMFUL ALGAL BLOOMS (CP 8224)**

**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 BOND COUNSEL  
DIRECTED US TO INSERT SECTION 25 IN THE 1<sup>ST</sup> “RESOLVED” CLAUSE AND  
THE AMENDMENT DEADLINE HAD EXPIRED.**

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



**JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE**

**RECEIVED  
2013 DEC 13 P 3 10  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, NY.  
HAUPPAUGE**

**AMENDED COPY AS OF 12/11/2013**

Intro. Res. No. 2090-2013

Laid on Table 12/3/2013

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2013, AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS FOR THE STUDY AND MONITORING OF PUBLIC HEALTH RELATED HARMFUL ALGAL BLOOMS (CP 8224)**

**WHEREAS**, funds were adopted in the 2013 Capital Budget for the study and monitoring of Public Health Related Harmful Algal Blooms (HAB); and

**WHEREAS**, these funds will be used for purchasing replacements for obsolete marine monitoring equipment and the investigation, monitoring and management of Harmful Algal Bloom events that are recurring annually primarily linked to nutrient over-enrichment; and

**WHEREAS**, there are sufficient funds within the 2013 Adopted Capital Budget and Program to cover the cost of said request under Capital Program Number 8224; and

**WHEREAS**, underwater light extinction meters used for monitoring photosynthetically active radiation (PAR), or the spectral range of solar radiation that algae and aquatic vegetation are able to use in the process of photosynthesis, need to be purchased for this project in an effort to capture the environmental conditions that exist to assist in understanding and managing harmful algal bloom events and nutrient impacts that affect water quality and contribute to HABS; and

**WHEREAS**, sufficient Planning funds exist to be transferred to equipment; and

**WHEREAS**, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$25,000 in Suffolk County Serial Bonds; 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; 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, 21, 25, and 27 of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup>** **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-seven (57) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as amended by Resolution No. 461-2006; and be it further

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

Project No.: 8224

Project Title: Public Health Related Harmful Algal Blooms

	<u>Total Est'd Cost</u>	<u>Current 2013 Capital Budget &amp; Program</u>	<u>Revised 2013 Capital Budget &amp; Program</u>
1. Planning	\$125,000	\$25,000B	\$10,000B
5. Equipment	<u>\$ 15,000</u>	<u>\$0</u>	<u>\$15,000B</u>
TOTAL	\$140,000	\$25,000	\$25,000

and be it further

**4<sup>th</sup>** **RESOLVED**, that the proceeds of \$25,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8224.116	40	Public Health Related Harmful Algal Blooms	\$10,000
525-CAP-8224.514	40	Public Health Related Harmful Algal Blooms	\$15,000

DATED:

APPROVED BY:

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

Date:

2090  
**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 Amending the 2013 Capital Budget and Program and appropriating funds for the study and monitoring of Public Health Related Harmful Algal Blooms (CP 8224).		
3. Purpose of Proposed Legislation This legislation is needed to appropriate funds to Capital Project 8224. These funds will be used for purchasing equipment and the investigation, monitoring and management of harmful algal blooms (HABs).		
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)		
County	<u>X</u>	Town
Village		Economic Impact
Library District		Other (Specify):
		School District
		Fire District
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred over the life of the bonds.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.  See attached Debt Schedule		
8. Proposed Source of Funding Serial bonds		
9. Timing of Impact 2014		
10. Typed Name & Title of Preparer Diane E. Weyer Principal Financial Analyst	11. Signature of Preparer 	12. Date 11/12/13

# COUNTY OF SUFFOLK



**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

**JAMES L. TOMARKEN, MD, MPH, MBA, MSW**  
Commissioner

PRIVILEGED AND CONFIDENTIAL  
INTER-OFFICE/INTRA-AGENCY COMMUNICATION  
NOT SUBJECT TO FOIL DISCLOSURE

To: Margaret Bermel, Director of Health Administration  
From: Walter Dawydiak, Jr., P.E., J.D., Acting Director, Division of Environmental Quality  
Date: 11/12/13  
Subject: Request for Introductory Resolution for Adopted 2013 CP 8224 (Public Health Related Harmful Algal Blooms); \$25,000

\$15,000 will be used to replace aging sampling and marine monitoring equipment used in performance of this capital program. Specifically, underwater light extinction meters which measure photosynthetically active radiation (PAR). PAR is the spectral range of solar radiation that primary producing photosynthetic organisms (algae, submerged aquatic vegetation, etc.) are able to use in the process of photosynthesis.

\$10,000 will be used for planning funds for "Suffolk County Implementation" of an HAB action plan. It will include development of long-term cyanobacteria response and management protocols and will assist the county in carrying out the strategies and management protocols that the HAB Management Plan, currently under design and consideration by the Water Quality Protection and Restoration Program, generates.

Project Description:

Cyanobacteria blooms and cyanotoxins have previously been identified to occur and exist within freshwater water bodies in Suffolk County that contain public bathing beaches.

In addition, *Cochlodinium polykrikoides* (*C. poly*) has been plaguing the Peconic Estuary annually in recent years. Unfortunately for the first time in 2012 and again in 2013, *Alexandrium*, the organism causing Paralytic Shellfish Poisoning (PSP), has caused the NYSDEC to close two shellfish harvest areas (Meetinghouse Creek & Sag Harbor) within the estuary due to the presence of a marine biotoxin that makes the shellfish unsafe for human consumption.

Suffolk County is at a critical juncture with respect to nitrogen loading to our estuaries and its role in the proliferation of HABs, a critical economic and public health concern. By the end of this fall, we will have new reports on recent HAB monitoring, a completed Suffolk County Comprehensive Water Resources Management Plan, a Peconic Estuary Program re-focused on nitrogen loading and its consequences, and the initiation of the next phase of the alternative on-site wastewater disposal systems study. This capital funding would identify roles, protocols, and needs for Suffolk County staff in responding to these recurring and newly emerging threats. It will also lend support to important pollution control programs, including stormwater and wastewater management, that have significant economic and environmental impacts to Suffolk County.



DIVISION OF ENVIRONMENTAL QUALITY  
Office of Ecology  
360 Yaphank Ave. - Suite 2B, Yaphank, NY 11980  
(631) 852-5760 Fax (631) 852-5812

**2013 Intergovernmental Relations  
Memorandum of Support**

TITLE OF BILL: Amending the 2013 Capital Budget and Program and appropriating funds for the study and monitoring of Public Health Related Harmful Algal Blooms (CP 8224).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to appropriate funds to capital project 8224. These funds will be used for purchasing equipment and the investigation, monitoring and management of harmful algal blooms (HABs).

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This Resolution is needed to appropriate funds to capital project 8224 so there can be further monitoring and investigations of harmful algae in the fresh and marine waters of Suffolk County.

FISCAL IMPLICATIONS: Serial bonds and related debt service.

# COUNTY OF SUFFOLK



**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

**JAMES L. TOMARKEN, MD, MPH, MBA, MSW**  
Commissioner

November 12, 2013

Jon Schneider, Deputy County Executive  
County Executive's Office, 12<sup>th</sup> Floor  
H. Lee Dennison Building  
Veterans Memorial Highway  
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution amending the 2013 Capital Budget and Program and appropriating funds for the study and monitoring of Public Health Related Harmful Algal Blooms (CP 8224). These funds will be used for purchasing equipment and the investigation, monitoring and management of harmful algal blooms (HABs).

I enclose the financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Walter Dawydiak at 852-5800. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-CP 8224 HABs3.docx."

Sincerely,

James L. Tomarken, MD, MPH, MBA, MSW  
Commissioner

Enclosures

C: Dennis M. Cohen, Chief Deputy County Executive  
Thomas Vaughn, Director of Intragovernmental Relations  
Lisa Santeramo, Assistant Deputy County Executive  
Margaret B. Bermel, MBA, Director of Health Administrative Services  
Barry S. Paul, Deputy Commissioner  
Walter Dawydiak, P.E., Acting Director, Division of Environmental Quality  
Diane E. Weyer, Principal Financial Analyst



OFFICE OF THE COMMISSIONER  
3500 Sunrise Highway, Suite 124, P. O. Box 9006, NY 11739-9006  
Phone (631) 854-0000 Fax (631) 854-0108

**BOND RESOLUTION NO.**

**-2013**

**BOND RESOLUTION OF THE COUNTY OF SUFFOLK,  
NEW YORK, AUTHORIZING THE ISSUANCE OF \$25,000  
BONDS TO FINANCE THE COST OF MARINE  
MONITORING EQUIPMENT RELATING TO PUBLIC  
HEALTH RELATED HARMFUL ALGAL BLOOMS  
(CP 8224.116 and .514)**

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) AS FOLLOWS:

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of \$25,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance the cost of marine monitoring equipment for the investigation, monitoring and management relating to public health related harmful algal blooms, as authorized in the 2013 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is \$50,000. The plan of financing includes (a) the issuance of \$25,000 (for planning) of bonds or bond anticipation notes authorized pursuant to Bond Resolution No. 654-2012; (b) the issuance of \$25,000 (\$10,000 for planning and \$15,000 for equipment) of bonds or bond anticipation notes authorized pursuant to this resolution; and (c) the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 32. of the Law, is five (5) years.

Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said

bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.

DATED:

APPROVED BY:

---

County Executive of Suffolk County

Date:

The adoption of the foregoing resolution was seconded by Legislator

\_\_\_\_\_ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

\*\*\*\*\*

CERTIFICATE

I, Tim Laube, Clerk of the Suffolk County Legislature, in the State of New York, HEREBY CERTIFY that Bond Resolution No. \_\_\_\_\_ - 2013 contained in the foregoing annexed extract from the minutes of a meeting of the County Legislature of the County of Suffolk duly called and held on December 17, 2013, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original Bond Resolution, which was duly adopted by the County Legislature on December 17, 2013 and approved by the County Executive on \_\_\_\_\_, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Legislature this \_\_\_\_\_ day of December, 2013.

(SEAL)

\_\_\_\_\_  
Tim Laube  
Clerk of the Legislature

LEGAL NOTICE

The resolution, a summary of which is published herewith, has been adopted on December 17, 2013 and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Suffolk, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

BY ORDER OF THE COUNTY LEGISLATURE  
OF THE COUNTY OF SUFFOLK

DATED: December \_\_\_\_, 2013  
Smithtown, New York

Tim Laube  
Clerk of the Legislature

The resolution is entitled:

BOND RESOLUTION NO. \_\_\_\_\_ - 2013

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, AUTHORIZING THE ISSUANCE OF \$25,000 BONDS TO FINANCE THE COST OF MARINE MONITORING EQUIPMENT RELATING TO PUBLIC HEALTH RELATED HARMFUL ALGAL BLOOMS (CP 8224.116 and .514)

The object or purpose for which the bonds are authorized for a part of the cost of marine monitoring equipment for the investigation, monitoring and management relating to public health related harmful algal blooms, at an estimated maximum cost of \$50,000

The amount of obligations to be issued is \$25,000 (\$10,000 for planning and \$15,000 for equipment), in addition to the \$25,000 in obligations heretofore authorized.

The period of probable usefulness of the bonds is five (5) years.

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the Clerk of the Legislature, W.H. Rogers Legislature Building, 725 Veterans Memorial Highway, Smithtown, New York.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 2110 - 2013**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 2110- 2013**

**RESOLUTION NO. -2013, AUTHORIZING AN  
INTERMUNICIPAL AGREEMENT WITH THE  
VILLAGE OF PATCHOGUE AND THE COUNTY OF  
SUFFOLK FOR EXCHANGE SERVICES FOR THE  
MUTUAL BENEFIT OF RESIDENTS OF THE COUNTY  
AND THE VILLAGE**

**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 VILLAGE OF  
PATCHOGUE IS CURRENTLY WITHOUT A SALT SUPPLIER FOR THIS COMING  
WINTER/SNOW SEASON. COMPLETION OF THE AGREEMENT WAS  
DELAYED DUE TO MEMORIALIZING THE NEGOTIATED AGREEMENT.  
GIVEN THAT THE NEXT FULL CYCLE OF LEGISLATION WOULD NOT PERMIT  
EXECUTION OF THE AGREEMENT UNTIL FEBRUARY OF 2014, WE ARE  
ASKING THAT THIS AGREEMENT BE APPROVED AND PROCESSED  
THROUGH A CERTIFICATE OF NECESSITY IN ORDER TO ENSURE THE  
VILLAGE CAN OBTAIN SALT DURING THE CURRENT WINTER/SNOW  
SEASON.**

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

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

**2013 DEC 13 P 1:31  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
PATCHOGUE**

**RECEIVED**

2110

Intro. Res. No. -2013  
Introduced by Presiding Officer on request of the County Executive

Laid on Table 12/17/13

**RESOLUTION ON. -2013, AUTHORIZING AN  
INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF  
PATCHOGUE AND THE COUNTY OF SUFFOLK FOR  
EXCHANGE SERVICES FOR THE MUTUAL BENEFIT OF  
RESIDENTS OF THE COUNTY AND THE VILLAGE**

**WHEREAS**, both parties currently own and maintain various public streets, roadways, sidewalks and facilities within their respective municipalities, and

**WHEREAS**, during winter months said streets, roadways, sidewalks and facilities require application of road salt, and

**WHEREAS**, The Department of Public Works possesses or has access to significant quantities of road salt, and

**WHEREAS**, the parties are desirous of contracting with each other for the purpose of optimizing the maintenance of these public areas, and

**WHEREAS**, it is in the interest of the taxpayers of the County and the Village to combine efforts in the undertaking of important governmental services and functions that directly benefit the residents of the County and Village; and

**WHEREAS**, both the County and the Village desire to enter into this Agreement, in accordance with Section 119-o of the New York General Municipal Law.

**1<sup>st</sup> RESOLVED**, the Department shall make available to the Village the reasonable requested tons of road salt per day in quantities subject to the approval of the Department, as stated in the attached Agreement, and

**2<sup>nd</sup> RESOLVED**, In exchange for the salt requested, the Village shall be responsible for and undertake all maintenance issues as stated in the attached Draft Agreement, and

**3<sup>rd</sup> RESOLVED**, this Agreement constitutes the complete understanding of the parties. No modifications of any provision thereof shall be valid unless in writing and signed by both parties.

DATED: \_\_\_\_\_, 2013

APPROVED BY:

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

Date of Approval:

2110

**INTERMUNICIPAL AGREEMENT**

This Agreement ("Agreement") made between the County of Suffolk ("County"), a municipal corporation of the State of New York, having its principal offices at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works ("Department"), located at 335 Yaphank Avenue, Yaphank, New York 11980 and the Village of Patchogue ("Village/Contractor"), a municipal corporation of the State of New York, having its principal offices at 14 Baker Street, Patchogue, NY 11772.

The parties hereto desire to enter into an intermunicipal agreement allowing Suffolk County and the Village of Patchogue to exchange services for goods and materials, for the mutual benefit of residents of the County and the Village, as more fully set forth and described below.

- Term of Agreement:** Shall be as set forth in Exhibit A attached.
- Total Cost of Agreement:** Shall be at no cost to the County.
- Terms and Conditions:** Shall be as set forth in Exhibits A through D, attached.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

**VILLAGE of PATCHOGUE**

**COUNTY OF SUFFOLK**

By: \_\_\_\_\_  
Paul V. Pontieri, Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis M. Cohen, Chief Deputy County Executive  
Date: \_\_\_\_\_

Hereby certifies under penalty of perjury that I am an officer of the Village of Patchogue, that I have read and am familiar with Sec. A5-7 of Article V of the Suffolk County Code and that the Village of Patchogue meets all of the requirements to qualify for exemption thereunder.

Sign \_\_\_\_\_

Date \_\_\_\_\_

**Approved as to Legality:**  
**Dennis M. Brown**  
County Attorney

**Approved:**  
**Department of Public Works**

By: \_\_\_\_\_  
Thomas C. Young  
Assistant County Attorney

By: \_\_\_\_\_  
Gilbert Anderson, P.E.  
Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Table of Contents**

**Exhibit A  
General Terms and Conditions**

**Exhibit B  
Suffolk County legislative Requirements**

**Exhibit C  
Suffolk County Legislative Resolution No.**

**Exhibit D  
Village of Patchogue Resolution dated**

**Exhibit A  
General Terms and Conditions**

**WHEREAS**, both parties currently own and maintain various public streets, roadways, sidewalks and facilities within their respective municipalities, and

**WHEREAS**, during the winter months said streets, roadways, sidewalks and facilities require the application of road salt, and

**WHEREAS**, Department possesses or has access to significant quantities of road salt, and

**WHEREAS**, the parties are desirous of contracting with each other for the purpose of optimizing the maintenance of these public areas;

**WHEREAS**, it is in the interests of the taxpayers of the County and the Village to combine efforts in the undertaking of important governmental services and functions that directly benefit the residents of the County and Village; and

**WHEREAS**, pursuant to Suffolk County Resolution No. \_\_\_\_\_, the County is authorized to enter into this Agreement (See Exhibit C); and

**WHEREAS**, pursuant to Village of Patchogue Resolution, dated \_\_\_\_\_, the Village is authorized to enter into this Agreement (See Exhibit D); and

**WHEREAS**, both the County and the Village desire to enter into this Agreement, in accordance with Section 119-o of the New York General Municipal Law.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The Department shall make its best efforts, upon 24 hour notice, to make available, as soon as practicable, to the Village the reasonable requested tons of road salt per day in quantities subject to the approval of the Department. The material to be supplied by the Department to the Village will be delivered by the supplier directly to the Village at their facilities, the specific location to be identified at the time the order is placed.
2. The salt, not to exceed 2,400 tons in any 12 month period, to be supplied will conform to the specifications described by NYS Office of General Services.
3. The Department will provide Technical Assistance, including but not limited to permitting and waste-water treatment.
4. In exchange for the salt requested, the Village shall be responsible for and undertake all snow removal and storm related clearing of the roadway (Waverly Avenue), CR 19, from Roe Blvd. to Main St., Patchogue .93 miles (4,932') measured along the centerline as well as CR 85, West Main Street, from the Village line east to the westerly limit of CR 19, Patchogue Holbrook Road and Main Street, CR 80.

5. The Village will also maintain stormwater drainage for facilities along both sections of road (CR 19 and CR 80) in conformance with NYSDEC Stormwater MS4 permitting previously submitted by Suffolk County
6. In addition, the Village shall be responsible for and undertake all exterior grounds maintenance including but not limited to snow removal, grass mowing, repairs, sign replacements, sidewalk maintenance and grounds keeping for the 6<sup>th</sup> District Court, 150 W. Main Street, Patchogue, New York 11772 and the Suffolk County Police Department, 5<sup>th</sup> Precinct, 125 Waverly Avenue, Patchogue, NY 11772, Upon a schedule determined by the Department.
7. The term of this agreement shall be one year commencing on August 30, 2013 and shall be automatically extended yearly unless either party notifies the other, as setforth herein on or before August 30<sup>th</sup> of the year in which said municipality wishes to withdraw from the agreement and shall take effect on August 30 of the year in which notice is given.
9. The Village agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Village agrees to require that all of its subcontractors, in connection with work performed for the Village related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Village. Unless otherwise specified by the County and agreed to by the Village, in writing, such insurance shall be as follows:
  - i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
  - ii. **Automobile Liability** insurance (if any vehicles are used by the Village in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
  - iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Village shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Village shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

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

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

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

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

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

10. It is expressly agreed that the Village status hereunder is that of an independent Contractor. Neither the Village, nor any person hired by the Village shall be considered employees of the County for any purpose.
11. The Village agrees that it shall, to the greatest extent permitted by law, protect, indemnify and hold harmless the County and its officers, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Village, in connection with the services described or referred to in this Agreement. The Village shall defend the County, its officers, employees, contractors and agents, in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Village, in connection with the services described or referred to in this Agreement.
12. In accordance with the provisions of section 109 of the NYS General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement to any other person or corporation without the previous consent in writing of the other party.

13. The Parties agree that nothing in this Agreement shall be construed so as to interfere, limit, diminish, enhance or grant any ownership, municipal or regulatory power or authority of the participating parties over the other, except as are contemplated hereunder.
14. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which invalidity or unenforceability has been determined, shall not be affected thereby and each term and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
15. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
16. This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
17. This agreement is governed by the laws of the State of New York.

**18. Notices and Contact Persons**

**Operational Notices**

Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Village or their designated representative at the following address or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the Department:**

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

William Hillman, P.E., Chief Engineer  
Department of Public Works  
335 Yaphank Avenue  
Yaphank, New York 11980

and

**For the Village of Patchogue:**

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

Paul V. Pontieri, Jr. Mayor  
Village Hall

14 Baker Street  
Patchogue, NY 11772

**Notices Relating to Termination, Indemnification or Litigation**

Any communication or notice regarding termination or litigation shall be in writing and shall be given to the parties, or their designated representative, at the following addresses, or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

**For the County:**

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

Gilbert Anderson, P.E., Commissioner  
Department of Public Works  
335 Yaphank Avenue  
Yaphank, NY 11980

and

Dennis M. Brown  
County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788

and

**For the Village of Patchogue:**

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

Paul V. Pontieri, Mayor  
Patchogue Village Hall  
14 Baker Street  
Patchogue, NY 11772

and

Brian T. Egan, Esq.  
Village Attorney  
Patchogue Village Hall  
14 Baker Street  
Patchogue, NY 11772

**Changes in Contact Persons**

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

Notices shall be deemed to have been duly given (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County

**19. Independent Contractor**

It is expressly agreed that the status of the Village and the County hereunder are that of independent contractors. Neither the Village nor any person hired by the Village shall be considered an employee of the County for any purpose whatsoever. Likewise, neither the County nor any person hired by the County shall be considered an employee of the Village for any purpose whatsoever.

**20. Entire Agreement**

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

**21. Modification of Agreement**

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

**22. Disclaimer**

This Agreement shall not be construed to inure to the benefit of third parties.

**End of text for Exhibit A**

**Exhibit B**  
**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 Article I 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.

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.

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. 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 Article II 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."

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

**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 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. Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

**11. Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

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

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

**End of Text for Exhibit B**

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			
Authorizing an Intermunicipal Agreement between the County and the Village of Patchogue for Exchange Services for Goods and Materials.			
3. Purpose of Proposed Legislation			
See No. 2 above			
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>          </u> No <u>  X  </u>			
5. If the answer to Item 4 is "yes," on what will it impact? (circle appropriate category)			
<b>County</b>	<b>Town</b>	<b>Economic Impact</b>	
<b>Village</b>	<b>School District</b>	<b>Other (Specify):</b>	
<b>Library District</b>	<b>Fire District</b>		
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 Other Subdivision.			
N/A			
8. Proposed Source of Funding			
N/A			
9. Timing of Impact			
10. Typed Name & Title of Preparer 11.	Signature of Preparer		12. Date
Gilbert Anderson, P.E. Commissioner SCDPW			

**COUNTY OF SUFFOLK**



**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

**DEPARTMENT OF PUBLIC WORKS**

**GILBERT ANDERSON, P.E.**  
COMMISSIONER

**VINCENT FALKOWSKI, P.E.**  
CHIEF DEPUTY COMMISSIONER

**PHILIP A. BERDOLT**  
DEPUTY COMMISSIONER

**TO:** Jon Schneider, Deputy County Executive

**FROM:** Gilbert Anderson, P.E. Commissioner

**DATE:** December 2, 2013

**RE: AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF  
PATCHOGUE ALLOWING THE COUNTY AND THE VILLAGE TO EXCHANGE  
SERVICES FOR GOODS AND MATERIALS**

Attached is a draft resolution (filed as Reso-DPW-IMA Village of Patchogue Salt for Services) and the appropriate forms (filed as Backup-DPW- IMA Village of Patchogue -SCIN 175 A&B), which will enable a shared services agreement with the County and the Village of Patchogue.

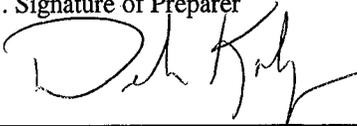
This will be done at no cost to the County. The County will make available to the Village the requested tons of salt for road maintenance during winter months in exchange for maintenance on various roadways, sidewalks and facilities as stated in the attached Draft Agreement.

GA:bd  
Encl.

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intergovernmental Relations  
Philip A Berdolt, Deputy Commissioner  
Laura Conway, CPA, Chief Accountant  
Cliff Mitchell, Highway Maintenance Supervisor  
Debra Kolyer, Principal Financial Analyst, CE Office  
CE RESO REVIEW

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.        -2013, AUTHORIZING AN INTER-MUNICIPAL AGREEMENT WITH THE VILLAGE OF PATCHOGUE AND THE COUNTY OF SUFFOLK FOR EXCHANGE SERVICES FOR THE MUTUAL BENEFIT OF RESIDENTS OF THE COUNTY AND THE VILLAGE</b>		
3. Purpose of Proposed Legislation		
The County will make available to the village the requested tons of salt for road maintenance during winter months in exchange for maintenance on various roadways, sidewalks and facilities as stated in the attached Draft Agreement.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes _____                      No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
<u>  County  </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
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		
N/A		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		December 9, 2013

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 2111 - 2013**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 2111 – 2013**

**RESOLUTION NO. -2013, ACCEPTING AND  
APPROPRIATING A GRANT IN THE AMOUNT OF \$960.00  
FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC  
SAFETY COMMITTEE GRANT (GTSC FFY2013) BUCKLE-UP  
NY PROGRAM WITH 100% SUPPORT FOR PARK POLICE  
TRAFFIC SAFETY INITIATIVE**

**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 NEW YORK  
STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REQUIRES THAT WE  
ACCEPT AND APPROPRIATE THIS FUNDING BEFORE THE END OF THIS  
YEAR OR WE ARE AT RISK TO LOSE THIS FUNDING.**

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

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

2013 DEC 13 P 1:37  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
HAUPPAUGE

RECEIVED

2111

Intro. Res. No. -2013  
Introduced by Presiding Officer on request of the County Executive

Laid on Table 12/17/13

**RESOLUTION NO. -2013, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$960.00 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE GRANT (GTSC FFY2013) BUCKLE-UP NY PROGRAM WITH 100% SUPPORT FOR PARK POLICE TRAFFIC SAFETY INITIATIVE**

**WHEREAS**, THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE has made \$960.00 in funds available to Suffolk County for the (GTSC FFY2013) Buckle-up NY program to be administered by the Suffolk County Park Police; and

**WHEREAS**, this program provides high visibility enforcement, public information and education, designed to save lives and reduce the severity of injuries by increasing seatbelt use; and

**WHEREAS**, the operational period of the program is from October 1, 2012 through September 30, 2013; and

**WHEREAS**, said grant funds have not been included in the 2013 Suffolk County Operating Budgets; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that the County Executive is authorized to execute any Agreement with the State of New York, as necessary, to secure said grant funds; and be it further

**2<sup>nd</sup> RESOLVED**, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted grant funds in the amount of \$960.00 as follows:

<u>REVENUE:</u>	<u>AMOUNT</u>
001-4392-Federal Aid: Park Police Traffic Safety Initiative	\$960.00

ORGANIZATIONS:

Suffolk County Park Police  
Park Police Traffic Safety Initiative  
Buckle-Up New York 2013  
001-PKS-7121

<u>1000-Personnel Services</u>	<u>\$960.00</u>
1120-Overtime Salaries	\$960.00

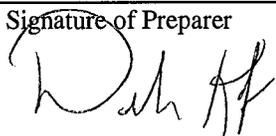
DATED:

APPROVED BY:

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

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION No. -2013, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$960.00 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE GRANT (GTSC FFY2013) BUCKLE-UP NY PROGRAM WITH 100% SUPPORT FOR PARK POLICE TRAFFIC SAFETY INITIATIVE</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The Park's Department 2013 Operating Budget will be modified to reflect an increase of \$960 in overtime salaries.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
New York State Governor's Traffic Safety Committee Grant (GTSC FFY 2013) Buckle-Up New York Program.		
9. Timing of Impact		
FY 2013		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		December 10, 2013

SCIN FORM 175b (10/95)

**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:** Accepting and Appropriating a grant in the amount of \$960.00 from the New York State Governor's Traffic Safety Committee Grant (GTSC FFY2013) Buckle-Up NY Program with 100% support for Park Police Traffic Safety Initiative.

**PURPOSE OR GENERAL IDEA OF THE BILL:** To accept and appropriate New York State Governor's Traffic Safety Committee Buckle-Up NY grant funding.

**SUMMARY OF SPECIFIC PROVISIONS:** This legislation authorizes the County to accept and appropriate grant funding in the amount of \$960.00 from the New York State Governor's Traffic Safety Committee Grant Buckle-Up NY Program.

**JUSTIFICATION:** The New York State grant funds will help the County offset the costs of operating this traffic safety program.

**FISCAL IMPLICATIONS:** The County will receive \$960.00 from New York State to offset the costs of this initiative.

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

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

Submitting Department (Dept. Name & Location):  Department of Parks, Recreation and Conservation PO Box 144 W. Sayville, NY 11796	Department Contact Person (Name & Phone No.):  Terry Maccarrone 854-4947
---	--

Suggestion Involves:

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

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

Accepting and Appropriating a grant in the amount of \$960.00 from the NYS Governor's Traffic Safety Committee Grant Buckle-Up NY Program.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

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