

1491

Intro. Res. No. -2010
Introduced by Legislator Vilorio-Fisher

Laid on Table 4/27/10

**RESOLUTION NO. -2010, APPOINTING MEMBER TO THE
LOCAL HOME ENERGY EFFICIENCY TASK FORCE (KEVIN
HARVEY)**

WHEREAS, Resolution No. 965-2009 established a Local Home Energy Efficiency Task Force to study and analyze the feasibility of the towns in Suffolk County participating in programs to improve the energy efficiency of homes in their towns; to share information on current programs established by the various towns that seek to improve home energy efficiency; and to research funding available at the State and Federal levels for such programs; and

WHEREAS, Resolution No. 965-2009 provides that two representatives of the labor industry, selected by the County Legislature, shall be members of the task force; now, herefore be it

1st RESOLVED, that **Kevin Harvey** of , is hereby appointed as one of the representatives of the labor industry on the Local Home Energy Efficiency Task Force pursuant to Resolution. No. 965-2009, for a term of office to expire December 31, 2010; and be it further

2nd 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 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:

Smithtown, New York 11787

Kevin M. Harvey

**MEMBER OF
LOCAL 25 I.B.E.W.
FOR 38 YEARS**

Experience	2004-Present	Local 25 I.B.E.W. Business Representative/Suffolk County	Hauppauge, NY
	2002-2004	Electrical Industry Board Trustee-Health and Benefits Fund, Vacation and Holiday Trust Fund	Hauppauge, NY
	2002-2004	Local 25 I.B.E.W. Recording Secretary	Hauppauge, NY
	2002-2004	Local 25 I.B.E.W. Trustee <ul style="list-style-type: none">• Bewco and 370 Corp.	Hauppauge, NY
	2001-2004	Local 25 I.B.E.W. Chairman <ul style="list-style-type: none">• Shop Stewards Committee	Hauppauge, NY
	1999-2004	Joint Apprenticeship Training JATC Instructor <ul style="list-style-type: none">• 3rd Year Electronics	Hauppauge, NY

Activities

- 1972-1975 Local 25 I.B.E.W.
 Christmas Party Committee
- 1972-1976 Local 25 I.B.E.W.
 Softball Team
- 1972-1979 Local 25 I.B.E.W.
 Entertainment Committee
- 1995 – Present Local 25 I.B.E.W.
 Member of Shop Stewards Committee

Education

- 1969-1972 Iona College
 • 3 Years Undergraduate Studies
- 1972-1976 Graduate Local 25 JATC Program
- 1996-1998 Cornell University of Industrial Labor Relations
 • Completion of Years (24 Credits) Shop Stewards
 Program
- 1999-2005 NTI/University of Tennessee
 • NJATC "Train the Trainer" Program
- National Electrical Testing Associates (NETA) Level III Technician
- Instrument Society of America (ISA) Level II I/C Test Technician
-

1492

Intro. Res. No. -2010
Introduced by Legislator Romaine

Laid on Table 4/27/10

**RESOLUTION NO. -2010, APPOINT MEMBER TO THE
SUFFOLK COUNTY VOCATIONAL, EDUCATION, AND
EXTENSION BOARD (BRIAN DEEDY)**

WHEREAS, a Suffolk County Resolution of May 24, 1943 created a Suffolk County Vocational, Education, and Extension Board (VEEB) for the purpose of giving instruction to the volunteer firemen of the County of Suffolk; and

WHEREAS, appointments to said Board are authorized to be made by the Suffolk County Legislature pursuant to Section 1101(2) of the NEW YORK EDUCATION LAW; and

WHEREAS, the term of Martin Albert, Sr. as a member of VEEB expired on July 31, 2009; now, therefore be it

1st RESOLVED, that **Brian Deedy**, of Center Moriches, NY, is hereby appointed to the Suffolk County Vocational, Education and Extension Board for a term of office to expire July 31, 2018, said appointment having been made pursuant to the provisions of Section 1101(2) of the NEW YORK EDUCATION LAW.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND SECTION 1101(2) OF THE NEW YORK EDUCATION LAW

s:\res\r-veeb-deedy

Center Moriches, NY 19934

Brian Deedy

Objective To become a contributing member of a service oriented group of dedicated individuals that will enable me to utilize my knowledge and skills to achieve established goals of the Suffolk County Fire Academy and the community it serves.

Experience 2001-Present East Islip Middle School East Islip, NY
Teacher

- Plan and effect daily lessons in Math and English that includes addressing individual student needs and learning abilities.
- Classroom management and student development.
- Member of the building level safety team.
- Review and modify school safety plans.
- Coach – boys baseball, basketball, girls softball.

2000-2001 Sachem UFSD Farmingville, NY
Teacher Assistant

- Assisted teacher in all phases and activities in an Inclusion setting.
- Adapted lessons to meet the special needs of individual students.

1998-2000 Eastern Suffolk BOCES Patchogue, NY
Substitute Teacher Assistant

- Assisted teachers throughout the BOCES education settings including Career Education and Special Education facilities.

1996-2001 North Patchogue Fire District Patchogue, NY
Part time Houseman

- Building and grounds maintenance.
- Equipment cleaning and snow removal.

Education 1998-2000 St. Joseph's College Patchogue, NY
• Bachelor of Arts Degree, Child Study

2000-2002 Touro College Bay Shore, NY
• Master of Science Degree, Special Education

Certifications

- New York State Teachers Permanent Certification, Elementary K-6
- Long Island Institute for Professional Study – New York State Coaching Certification
- Suffolk County Fire Academy
 - Firefighter I
 - Rapid Intervention Team
 - Engine Company Operations
 - Hazardous Materials Operations
- Professional Association of Diving Instructors
 - Certified Diver

Volunteer Activities and Service

2005 – Present Center Moriches Fire Department

- Certified in operation of Engine and Tower Ladder
- Rapid Intervention Team Assistant Leader
- Water Rescue Team
- Department Training Instructor
- Member of New Engine Committee

1995-2005 North Patchogue Fire Department

- Certified in operation of Engines, Rescue, Tower Ladder, Brush Truck
- Fire Prevention Instructor
- Probationary Class Instructor
- Driver Training Instructor
- Explorer Post 517 Advisor
- Founding Member Explorer Post 517
- Honorary Member since August 2005

References upon request.



FIRE CHIEFS' COUNCIL OF SUFFOLK COUNTY, INC.

PAST PRESIDENTS

1945-47 JOHN L. BARRY
 1947-48 HENRY W. TYLER
 1948-49 ALBERT SAMMIS
 1949-50 JESSE REEVES
 1950-51 THIADUS OTTINGER
 1951-52 JOHN HAUSER
 1952-54 WILLIAM BENSCH
 1954-55 ERNIST WILCOX
 1955-57 J. HASKEL WARNER
 1957-58 EDWARD GADZINSKI
 1958-59 WILLIAM KROLLAGE
 1959-61 JOHN HANCOCK
 1961-62 HAROLD HOCKEISER
 1962-63 F. FORREY WEED
 1963-64 THEODORE HULSE
 1964-65 FRANK HUTTON
 1965-66 MICHAEL DINICOLA
 1967-69 ROBERT RITZERT
 1969 RICHARD HAMBLY
 1969-71 COSMO INGENITO
 1971-72 WILLIAM BRADNICK
 1972-73 KENNETH DAVID
 1973-74 WILLIAM MILLER
 1974-75 WILLIAM F. BUSCH, JR.
 1975-76 JOHN S. KENNEDY
 1976-77 RICHARD HARROW
 1977-78 JOHN O'KEEFE
 1978-79 MICHAEL HEWITT
 1979-80 LOU WALTER
 1980-81 ALLEN OLSEN
 1981-82 FRED REMPE
 1982-83 ROLAND LAHANN
 1983-84 PAUL CARROZZA
 1984-85 CARL AMATO
 1985-86 RICHARD JOHNSON
 1986-87 WILLIAM BRENNAN
 1987-89 MARTIN ALBERT
 1989-91 ROBERT E. HOLLEY
 1991-93 WILLIAM MURRAY
 1993-95 DONALD CORKERY
 1995-97 RONALD BARZ
 1997-99 EDWARD F. BUSCH
 1999-01 EDWARD C. WALSH
 2001-03 GREGORY ANDERSON
 2003-05 JAY EGAN
 2005-06 CHRIS MCKAY

March 23, 2010

Suffolk County Legislator Edward Romaine
 423 Griffing Avenue - Suite 2
 Riverhead, New York 11901
 by fax to 852-3203

Dear Legislator Romaine:

As you may be aware, our organization is comprised of the Chiefs and Assistant Chiefs of the volunteer fire departments here in Suffolk County. I am corresponding with you at this time on behalf of the officers and members of the council to express our support for BRIAN DEEDY for a nine year term on the Suffolk County Vocational Education and Extension Board.

His endorsement was passed by a unanimous vote at our last meeting. As you are also aware, the Vocational Board oversees the Fire Academy and is made up of board members from several vocations, including an educational background. We know that Brian will do an outstanding job should he be selected to serve, and we're sure he will be an asset to the Suffolk County Vocational Education and Extension Board and the Fire Academy.

Very truly yours,

Richard Van de Kieft
 Richard Van de Kieft
 Corresponding Secretary
 on behalf of the Council

pc: C. Foster, Pres., SCVE&EB
 & Chief R. Stockinger, Exec. Dir.

Mailing Address: c/o R. Van de Kieft, Corresponding Secretary
 35 Cores Drive, Mastic, N.Y. 11950

1493

Intro. Res. No. -2010
Introduced by Legislator Muratore

Laid on Table 4/27/10

**RESOLUTION NO. -2010, AUTHORIZING TRANSFER OF
SURPLUS COUNTY COMPUTER SYSTEMS AND HARDWARE
TO THE SUFFOLK COUNTY AUXILIARY POLICE**

WHEREAS, the Suffolk County Department of Public Works has submitted to the Purchasing Department a list of surplus computer systems and hardware which have been declared surplus; and

WHEREAS, this equipment has been taken out of service because of obsolescent technology; and

WHEREAS, the Suffolk County Auxiliary Police has requested the donation of one (1) computer system from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of this equipment; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:
Suffolk County Auxiliary Police
1491 William Floyd Parkway
Shirley, NY 11967
Contact Person: Vinny Fezza
631-275-6465

COMPUTER SERIAL NO:
HPD4R21

MONITOR ITEM NO:
Item # 73

and be it further

2nd RESOLVED, that the above described surplus County personal property is hereby declared to be of scrap value only and is transferred to the above listed organization for nominal consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

3rd RESOLVED, that the above named organization shall assume responsibility for the removal and transportation of said equipment; and be it further

4th 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 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:

s:\res\r-computer-auxiliary-police-dpw-list

1494

Intro. Res. No. -2010
Introduced by Legislator Muratore

Laid on Table 4/27/10

**RESOLUTION NO. -2010, AUTHORIZING TRANSFER OF
SURPLUS COUNTY COMPUTER SYSTEMS AND HARDWARE
TO THE SUNSHINE PREVENTION CENTER**

WHEREAS, the Suffolk County Department of Public Works has submitted to the Purchasing Department a list of surplus computer systems and hardware which have been declared surplus; and

WHEREAS, this equipment has been taken out of service because of obsolescent technology; and

WHEREAS, the Sunshine Prevention Center has requested the donation of two (2) computer systems from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of this equipment; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:
Sunshine Prevention Center
468 Boyle Road
Port Jefferson Station, NY 11776
Contact Person: Carol Carter
631-476-3099

COMPUTER SERIAL NO:
FZ3LR11
16VLR11

MONITOR ITEM NO:
Item # 86
Item # 87

and be it further

2nd RESOLVED, that the above described surplus County personal property is hereby declared to be of scrap value only and is transferred to the above listed organization for nominal consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

3rd RESOLVED, that the above named organization shall assume responsibility for the removal and transportation of said equipment; and be it further

4th 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 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:

s:\res\r-computer-sunshine-prevention-center-dpw-list

1495

Intro. Res. No. -2010
Introduced by Legislator Muratore

Laid on Table 4/27/10

**RESOLUTION NO. -2010, AUTHORIZING TRANSFER OF
SURPLUS COUNTY COMPUTER SYSTEMS AND HARDWARE
TO THE SELDEN/CENTEREACH YOUTH ASSOCIATION**

WHEREAS, the Suffolk County Department of Public Works has submitted to the Purchasing Department a list of surplus computer systems and hardware which have been declared surplus; and

WHEREAS, this equipment has been taken out of service because of obsolescent technology; and

WHEREAS, the Selden/Centereach Youth Association has requested the donation of nine (9) computer systems from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of this equipment; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:
Selden/Centereach Youth Association
1515 Middle Country Road
Centereach, NY 11720
Contact Person: Sal Bush
631-732-2186

COMPUTER SERIAL NO:

71VLR11
C4VLR11
45VLR11
BXY1R21
JWKJJ11
BY3LR11
8G44R21
CF9KR11
63VLR11

MONITOR ITEM NO:

Item # 88
Item # 89
Item # 94
Item # 114
Item # 115
Item # 116
Item # 120
Item # 144
Item # 149

and be it further

2nd RESOLVED, that the above described surplus County personal property is hereby declared to be of scrap value only and is transferred to the above listed organization for nominal

consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

3rd **RESOLVED**, that the above named organization shall assume responsibility for the removal and transportation of said equipment; and be it further

4th **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 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:

s:\res\r-computer-selden-centereach-youth-assoc-dpw-list

1496

Intro. Res. No. -2010
Introduced by Legislator Kennedy

Laid on Table 4/27/10

**RESOLUTION NO. -2010, AUTHORIZING TRANSFER OF
SURPLUS COUNTY COMPUTER SYSTEMS AND HARDWARE
TO RSVP**

WHEREAS, the Suffolk County Department of Public Works has submitted to the Purchasing Department a list of surplus computer systems and hardware which have been declared surplus; and

WHEREAS, this equipment has been taken out of service because of obsolescent technology; and

WHEREAS, RSVP has requested the donation of seven (7) computer systems from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of this equipment; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:
RSVP
811 West Jericho Turnpike, Suite 103W
Smithtown, NY 11787
Contact Person: Joel Becker
631-979-9490

COMPUTER SERIAL NO:
B0PKR11
9D9KR11
BY3LR11
CF9KR11
JWKJJ11
8HF9R21
3D8KR11

MONITOR ITEM NO:
Item # 34
Item # 35
Item # 36
Item # 37
Item # 53
Item # 70
Item # 72

and be it further

2nd RESOLVED, that the above described surplus County personal property is hereby declared to be of scrap value only and is transferred to the above listed organization for nominal consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

3rd RESOLVED, that the above named organization shall assume responsibility for the removal and transportation of said equipment; and be it further

4th **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 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:

s:\res\r-computer-rsvp-dpw-list

1497

Intro. Res. No. -2010
Introduced by Legislator Kennedy

Laid on Table 4/27/10

**RESOLUTION NO. -2010, AUTHORIZING ESTEE LAUDER
BREAST CANCER AWARENESS PROGRAM AT H. LEE
DENNISON EXECUTIVE OFFICE BUILDING AND COHALAN
COURT COMPLEX**

WHEREAS, the Estee Lauder Companies Breast Cancer Awareness Program and The Breast Cancer Research Foundation (Foundation) were established in 1993 to help find a cure for this dreadful disease; and

WHEREAS, the Foundation's campaign has made the "pink ribbon" a universal symbol of the fight to eradicate breast cancer and a potent reminder to all women of the importance of early detection in saving lives; and

WHEREAS, to renew the public's support for its 2010 Breast Cancer Awareness Program, the Foundation wishes to initiate a "Victory Landmark Illumination Project" for breast cancer awareness on the night of Friday, October 1, 2010 at 7:00 p.m. by illuminating landmark buildings in as many major cities as possible throughout the USA and all around the world to create a visible hazy pink glow that will galvanize the national commitment to end this dreaded disease; and

WHEREAS, Suffolk County wishes to show its enthusiasm and pledge its allegiance to this cause by participating in the illumination project, just as it did on October 2, 2000, pursuant to Resolution No. 659-2000, on October 1, 2001, pursuant to Resolution No. 641-2001, on October 1, 2002, pursuant to Resolution No. 885-2002, on October 1, 2003, pursuant to Resolution No. 574-2003, on October 1, 2004, pursuant to Resolution No. 493-2004, on September 30, 2005, pursuant to Resolution No. 159-2005, on September 29, 2006, pursuant to Resolution No. 831-2006, on October 1, 2007, pursuant to Resolution No. 839-2007, on October 2, 2008, pursuant to Resolution Nos. 444-2008 and 794-2008, and on October 1, 2009, pursuant to Resolution No. 496-2009; now, therefore be it

1st RESOLVED, that the County Department of Public Works is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to illuminate the north side of the H. Lee Dennison Executive Office Building facing Veterans Memorial Highway and the Cohalan Court Complex at the south east corner of Carleton Avenue, Central Islip at 7:00 p.m., with a pink glow, on the night of Friday, October 1, 2010 in support of The Breast Cancer Research Foundation's illumination project; and be it further

2nd RESOLVED, that the presence of employees or representatives of the Estee Lauder Companies Breast Cancer Awareness Program and the Breast Cancer Research Foundation and representatives of breast cancer advocacy groups or organizations, in connection with such celebration, shall be permitted at the two (2) sites.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1498

Intro. Res. No. _____ - 2010
Introduced by the Presiding Officer, on request of the County Executive

Laid on Table 4/27/10

**RESOLUTION NO. _____ -2010, TO APPOINT MEMBER OF
COUNTY PLANNING COMMISSION (JOHN J. FINN)**

WHEREAS, Section 14-2(A) of the SUFFOLK COUNTY CHARTER provides for the appointment of fifteen (15) members of the Suffolk County Planning Commission, one member from each of the ten (10) towns in Suffolk County, one member from an incorporated village of under 5,000 population, one member from an incorporated village of over 5,000 population, and three members from the County at large; and

WHEREAS, the term of office of the member from the Town of Smithtown, Robert Braun has become vacant due to his resignation; and

WHEREAS, Steve Levy, the County Executive of Suffolk has appointed John J. Finn, currently residing in Smithtown, New York, 11787 as a member of the County Planning Commission; now, therefore be it

1st RESOLVED, that John J. Finn, currently residing in Smithtown, New York, 11787, is hereby appointed as a member of the Suffolk County Planning Commission to complete the term of Robert Braun, said term to expire December 31, 2011 pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

Dated:

Approved by:

County Executive of Suffolk County

Date of Approval:

JOHN J. FINN

Smithtown, New York 11787

Phone

▪ Fax (631)

▪ E-Mail:

PROFESSIONAL EXPERIENCE

Damianos Realty Group LLC

Director of Leasing and Acquisitions since 1998

Headquartered in Smithtown NY, Damianos Realty Group LLC is a full service commercial real estate company specializing in office, retail, industrial, land development, and construction throughout Nassau and Suffolk Counties on Long Island.

Over the last 12 years, John Finn has played an active role in the firm's rapid growth and expansion, while still managing to oversee the day-to-day operations and successfully negotiating countless transactions for the 21 properties in the firm's impressive commercial portfolio. The firm has developed, managed, and owned over 1,000,000 sq feet of all types of commercial space, including Nursing & Adult homes, Garden Apartments, Office Buildings, Shopping Centers, Industrial Buildings, Medical complexes, and Warehousing space. Successful development projects have been completed in Babylon, Centereach, Center Moriches, Smithtown, St. James, Lake Grove, Setauket, Patchogue, Port Jefferson Station, Stony Brook, Smithtown and Westbury.

ORGANIZATIONS

YMCA of Long Island

Corporate Board of Directors, 2009

The YMCA of Long Island is a charitable, not-for-profit, community based organization dedicated to improving the quality of life of children, adult and families through programs that build spirit, mind and body.

St. George's Golf & Country Club

Greens and Long-Range Planning Committee Member, Since 2008

This is a 350 member-owned private golf club formed in 1917 on 136 acres in Stony Brook. Duties include supervising all financial, maintenance and planning aspects of the golf course and grounds including preparation of the annual maintenance budget.

Long Island Real Estate Group (LIREG)

Member, Since 2006

Long Island Real Estate Group is an organization of real estate developers, owners and allied trades who have come together to raise funds for charitable real estate related projects on Long Island.

March of Dimes Commercial Real Estate Board

Member, From 2000 to 2005

March of Dimes researchers, volunteers, educators, outreach workers and advocates work together to give all babies a fighting chance against the threats to their health: prematurity, birth defects and low birth weight through research, community services, education and advocacy to save babies' lives.

Association for a Better Long Island (ABLI)

Member, Since 2001

Protecting orderly growth on Long Island, Members of ABLI assert our intent to promote a deliberate agenda that will protect the region's business base, its role in protecting our collective economic future, the enhancement of the quality of life of every Long island, and the region's role as a competitive force in a global economy.

Commercial Industrial Broker's Society of Long Island (CIBS)

Associate Member, Since 2000

Commercial Industrial Broker's Society of Long Island is the largest commercial brokerage organization on Long Island.

AWARDS RECEIVED

ABLI & CIBS Developer of the Year 2008

In 2008 Damianos Realty Group was awarded the prestigious "Developer of the Year" award by the Association for a Better Long Island and the Commercial Industrial Broker Society for the firm's newest construction project located at 100 Hospital Road in Patchogue – a modern medical office building providing much needed services to the local community. John Finn was instrumental in the design and development of this 54,000 square foot state-of-the-art medical building. Just a little over a year after the first shovel hit the ground, John Finn and his team had the building fully leased.

LIBN “40 Under 40”

Member of the Long Island Business News’ “40 Under 40” Class of 2008. This organization recognizes outstanding individuals under the age of 40 in the business community on Long Island who distinguish themselves in business, government, education and the not-for-profit sector. They have a proven track record of career success, are involved in mentoring and promoting their profession and find time to give back to their communities.

CoStar Power Broker Award

A recipient of the 2005 Top Commercial Real Estate Power Brokers of the Year award from CoStar, the largest commercial real estate information company in the United States, based upon the quantity of transactions concluded during the award calendar year.

EDUCATION

Bachelor of Science, State University of New York, Old Westbury, 1998

1499

Intro. Res. No. 2010
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 4/27/10

**RESOLUTION NO. _____-2010 A TECHNICAL
CORRECTION TO RESOLUTION NO. 65 -2010,
ACCEPTING AND APPROPRIATING A GRANT IN THE
AMOUNT OF \$764,909 FROM THE NEW YORK STATE
DEPARTMENT OF TRANSPORTATION FOR THE LONG
ISLAND EXPRESSWAY HIGH OCCUPANCY VEHICLE LANE
ENFORCEMENT PROGRAM IN SUFFOLK COUNTY WITH
100% SUPPORT**

WHEREAS, the New York State Department of Transportation (DOT) has made \$764,909 available to the Suffolk County Sheriff's Office for the continued Suffolk County enforcement efforts targeting the High Occupancy Vehicle (HOV) lane regulations on the Long Island Expressway in Suffolk County; and

WHEREAS, the operational period of the program is from December 19, 2008, through December 31, 2010; and

WHEREAS, funds have not been included in the Suffolk County Operating Budget for FY 2010; now, therefore be it

1st 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>
445 001-4399-Federal Aid: LIE/HOV Enforcement Program 2010	\$611,927
445 001-3364-State Aid: LIE/HOV Enforcement Program 2010	\$152,982

ORGANIZATIONS:

Sheriff's Office (SHF)
LIE/HOV Enforcement Program 2010
001-SHF-3156

<u>1000-Personnel Services</u>	<u>\$569,897</u>
1120-Overtime Salaries	\$569,987
<u>2000-Equipment</u>	<u>\$55,729</u>
3130-Auto Supplies	\$55,729
<u>4300-Travel</u>	<u>\$34,466</u>
4310-Employee Miscellaneous Expense	\$21,630
4330-Travel, Employee Contracts	\$12,836

Employee Benefits (EMP)
Retirement
001-EMP-9010

<u>8000-Employee Benefits</u>	<u>\$96,306</u>
8280-State Retirement	\$96,306

Employee Benefits (EMP)
Social Security
001-EMP-9030

<u>8000-Employee Benefits</u>	<u>\$8,511</u>
8330-Social Security	\$8,511

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Department of Transportation.

DATED: March 2, 2010

APPROVED BY:

/s/ Steve Levy
County Executive of Suffolk County

Date: March 12, 2010

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
SUFFOLK COUNTY EXECUTIVE

Connie R. Corso
DEPUTY COUNTY EXECUTIVE FOR
FINANCE AND ADMINISTRATION

MEMORANDUM

TO: Tim Laube
Clerk of Legislature

FROM: Eric Naughton *EN*
Budget Director

DATE: April 21, 2010

SUBJECT: **Technical Correction for
Resolution No. 65-2010**

Would you please have Resolution No. 65-2010 corrected. See attached marked copy resolution and explanation for your use. Jim Burt got the electronic copy of Resolution NO. 65-2010 from Ann Marie at the legislature and made the technical correction to it – see attached.

In the 1st **RESOLVED** the resolution states the wrong fund for the REVENUES. The original Resolution has fund 115 – Police District and the correct fund is fund 001 – General Fund.

EN:lp
enc.

cc: Christopher Kent, Chief Deputy County Executive
Connie R. Corso, Deputy County Executive For Finance
Ben Zwirn, Deputy County Executive ✓
Brendan Chamberlain, Intergovernmental Relations
Jim Burt, Budget Office

1500
Intro. Res. No. -2010
Introduced by the Presiding Officer on request of the County Executive

Laid on Table

4/27/10

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW
NO. -2010, A LOCAL LAW AMENDING THE
SUFFOLK COUNTY EMPIRE ZONE BOUNDARIES TO
INCLUDE GEMINI PHARMACEUTICALS, INC., SUFFOLK
COUNTY TAX MAP NO. 0800-180.00-0001-018.000.**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on - 2010, a proposed local law entitled, "**A LOCAL LAW AMENDING THE SUFFOLK COUNTY EMPIRE ZONE BOUNDARIES TO INCLUDE GEMINI PHARMACEUTICALS, INC., (SUFFOLK COUNTY TAX MAP NO. 0800-180.00-0001-018.000,**" and said local law in final form is the same as when presented and introduced; now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. - 2010, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW AMENDING THE SUFFOLK COUNTY EMPIRE ZONE BOUNDARIES
TO INCLUDE GEMINI PHARMACEUTICALS, INC., SUFFOLK COUNTY TAX MAP
NO. 0800-180.00-0001-018.000.**

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature finds and determines that pursuant to Local Law No. 14-2003, this Legislature authorized the designation of an Empire Zone; that Local Law 40-2009 established Empire Zone boundaries; and that a new local law is required to submit to New York State a request to revise the zone boundaries to include Gemini Pharmaceuticals, Inc., located at premises described as Suffolk County Tax Map No. 0800-180.00-0001-018.000.

This Legislature also finds and determines that New York State has amended the Empire Zone Program to include specific projects deemed as Regionally Significant Projects. Regionally Significant Projects are defined as Gemini Pharmaceuticals, Inc. and site specific projects located outside the existing zone boundaries that will create fifty (50) or more jobs.

This Legislature further finds and determines that Gemini Pharmaceuticals, Inc., a manufacturer of vitamins, nutraceuticals and over the counter pharmaceuticals located at 87 Modular Avenue, Commack, New York, meets the criteria of Section 957(d) of the NEW YORK GENERAL MUNICIPAL LAW for a Regionally Significant Project and has requested consideration for such designation by the Suffolk County Empire Zone - Zone Administrative Board.

Therefore, the purpose of this law is to authorize the submission of an application to New York State to amend the boundaries of the Suffolk County Empire Zone, to include the above location.

Section 2. Application.

The Suffolk County Empire Zone - Zone Administrative Board, is hereby authorized, empowered and directed in accordance with Section 3 of this Law to submit an application to the New York State Department of Economic Development to augment the boundaries of the existing Empire Zone and to execute such documents as are necessary and desirable to effectuate the purposes of this Law.

Section 3. Request for Consideration.

A.) The Commissioner of the New York State Department of Economic Development is hereby requested to revise the boundaries of the Empire Zone in accordance with this Law.

B.) The Clerk of the Suffolk County Legislature is hereby authorized, empowered and directed to file a certified copy of this local law with said Commissioner upon its adoption.

Section 4. Designation of Revised Empire Zone Boundaries.

The boundary of the Empire Zone, designated in Local Law 14-2003 and Local Law 40-2009, as adopted, shall be amended to include Suffolk County Tax Map No. 0800-180.00-0001-018.000.

Section 5. Real Property Tax Exemption.

A.) The property included in the revised boundaries as described and designated by this Law is hereby granted an exemption from the taxes and special ad valorem levies by the County of Suffolk and the exemption shall be granted for the period and to the extent provided for in Section 485-e of the New York Real Property Tax Law. This exemption shall be for a term of (10) years, notwithstanding that the designation of the Empire Zone may expire prior to the end of such ten (10) year term.

B.) The exemption granted pursuant to this Law shall only take effect as to the revised Empire Zone designation in the event that the revised designation is approved by New York State and placed on the tax rolls. In the event the revised Empire Zone designation is not approved, the exemption granted pursuant to Local Law No. 14-2003, as adopted, shall continue pursuant to the terms of that Law.

Section 6. Applicability.

This Law shall apply to all actions and taxable status dates occurring on or after the effective date except as otherwise provided for herein.

Section 7. 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 the law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 8. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination on non-applicability or non-significance in accordance with this law.

Section 9. Effective Date.

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

DATED:

APPROVED BY:

Steve Levy
County Executive of Suffolk County

Date:

After a public hearing duly held on
Filed with the Secretary of State on _____

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		
A LOCAL LAW AMENDING THE SUFFOLK COUNTY EMPIRE ZONE BOUNDARIES TO INCLUDE GEMINI PHARMACEUTICALS, INC., SUFFOLK COUNTY TAX MAP NO. 0800-180.00-0001-018.000		
3. Purpose of Proposed Legislation		
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):
Library District	Fire District <input type="checkbox"/>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
Creation of 50 new jobs in the pharmaceutical manufacturing industry.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding		
9. Timing of Impact		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

SCIN FORM 175b (10/95)



MEMORANDUM

TO: Eric Naughton, Budget Director
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator
Department of Economic Development & Workforce Housing

DATE: April 20, 2010

SUBJECT: **Resolution to Amend Empire Zone Boundaries to include Gemini Pharmaceuticals, Inc.**

The Department of Economic Development and Workforce Housing requests the submission of the attached resolution. This resolution amends the Suffolk County Empire Zone boundaries to include Gemini Pharmaceuticals, Inc. a manufacturer of vitamins, nutraceuticals and over the counter pharmaceuticals. Gemini Pharmaceuticals Inc. is located at 87 Modular Avenue, Commack, New York. Empire State Development has reviewed this request for designation as a Regionally Significant Project and has approved its formal submission.

Attached please find the draft resolution and required SCIN 175a and 175b. Electronic copies have been submitted to the County Executive Resolution Review Committee.

Thank you.

CEF/kmb
Enclosures

cc: Chris Kent, Chief Deputy County Executive
Yves R. Michel, Commissioner
Brendan Chamberlain, County Executive Assistant



Steve Levy

Suffolk County Executive
Yves R. Michel
Commissioner

BETTER FOR BUSINESS... BETTER FOR LIFE

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: APRIL 26, 2010
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2010

TITLE: A LOCAL LAW AMENDING THE SUFFOLK COUNTY EMPIRE ZONE BOUNDARIES TO INCLUDE GEMINI PHARMACEUTICALS, INC., (SUFFOLK COUNTY TAX MAP NO. 0800-180.00-0001-018.000)

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 4/26/2010 **PUBLIC HEARING:** 5/11/2010
DATE ADOPTED/NOT ADOPTED: _____ **CERTIFIED COPY RECEIVED:** _____

Enactment of this proposed local law would authorize the submission of an application to re-designate the boundaries of the Suffolk County Empire Zone. This local law would authorize the designation of a revised Empire Zone to include Gemini Pharmaceuticals, Inc. property in Commack.

If these new boundaries are accepted by the New York State Department of Economic Development, the above properties would be granted an exemption from real property taxes, special ad valorem levies, and certain other taxes by the County of Suffolk pursuant to State law.

This local law would be effective immediately upon its filing in the Office of the Secretary of State.

A handwritten signature in black ink, appearing to read "George Nolan", is written over the printed name and title.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-empire-zone-gemini-pharmaceutical

1501

4/27/10

Intro. Res. No. -2010

Laid on Table

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2010, AUTHORIZING EXECUTION OF MEMORANDA OF AGREEMENT WITH AT&T, GLOBAL CROSSING LIMITED, RELIANCE GLOBALCOM AND LEVEL 3 COMMUNICATIONS, LLC IN CONNECTION WITH THE HOMELAND SECURITY BUFFER ZONE PROTECTION PROGRAM

WHEREAS, Resolution No. 1106-2008 accepted and appropriated a grant from the New York State Office of Homeland Security in the amount of \$731,500.00 in federal pass-through funds under the Buffer Zone Protection Program, to be administered by the Suffolk County Police Department for improvements to be made to several critical infrastructure/key resource sites owned and operated by AT&T, Global Crossing Limited, Reliance Globalcom and Level 3 Communications, LLC (Communications Companies); and

WHEREAS, the Buffer Zone Protection Program is designed to reduce vulnerabilities of critical infrastructure/key resource sites by extending the protected area around a site into the surrounding community and supporting the prevention and preparedness efforts of local first responders; and

WHEREAS, it is in the interest of both Suffolk County and the Communications Companies to protect the public health, safety and welfare by improving security in and around critical infrastructure sites; and

WHEREAS, it is necessary and appropriate for Suffolk County to enter into an agreement with each of the Communications Companies to formalize their respective rights and obligations relative to the activities to be undertaken at their sites with the funds provided under the grant; now, therefore be it

1st RESOLVED, that the County Executive or his designee is hereby authorized to enter into separate Memorandum of Agreements with AT&T, Global Crossing Limited, Reliance Globalcom and Level 3 Communications, LLC, in substantially the form annexed hereto; and be it further

2nd 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 resolution constitutes a Type II action, pursuant to Section 617.5 (c) (20) of Title 6 of the New York Code of Rules and Regulations ("NYCRR"), in that the resolution pertains to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; since this resolution is a Type II action, the Legislature has no further responsibilities under SEQRA.

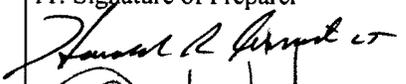
DATED:

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 EXECUTION OF MEMORANDA OF AGREEMENT WITH AT&T, GLOBAL CROSSING LIMITED, RELIANCE GLOBALCOM AND LEVEL 3 COMMUNICATIONS, LLC IN CONNECTION WITH THE HOMELAND SECURITY BUFFER ZONE PROTECTION PROGRAM		
3. Purpose of Proposed Legislation		
The New York State Office of Homeland Security has made \$731,500.00 in Federal pass-through funds from the U.S. Department of Homeland Security available to Suffolk County for the BZPP FY2007 Program to be administered by the Suffolk County Police Department.		
The Memoranda of Agreement between the County of Suffolk and the communications companies will formalize their respective rights and obligations to the activities to be undertaken with the funds provided under the grant.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The funds for the hardening of these sites are provided by a pass through grant from federal and state sources. At the conclusion of the term of the agreement the assets will be transferred as surplus property to the communications companies unless the state requires otherwise. It is expected at the conclusion of the term that the property will have minimal surplus value to the County.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Not funded from County sources.		
8. Proposed Source of Funding		
Resolution No. 1106-2008 accepted and appropriated a grant from the New York State Office of Homeland Security in the amount of \$731,500.00 in federal pass-through funds under the Buffer Zone Protection Program.		
9. Timing of Impact		
The operational period of the Program will be from July 1, 2007 through June 30, 2010.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Harold Armet, Lieutenant		4/13/10

SCIN FORM 175b (10/95)

Allen M. Kolesky
Director of M&TA
Research



4/20/2010 ✓

STATE AGENCY: New York State Office of Homeland Security 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C152876 (Contract Number)
	ORIGINATING AGENCY CODE: 01077

GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAM(S): WM2007 BZPP CFDA# 97.078 OHS NUMBER(S): WM07152876
---	--

FEDERAL TAX IDENTIFICATION NO: 11-6000464	INITIAL CONTRACT PERIOD:
MUNICIPALITY NO (if applicable): 470100000 000	FROM: 07/01/2007 TO: 06/30/2010
	FUNDING AMOUNT FOR INITIAL PERIOD: \$ 731,500

STATUS: Contractor is not a sectarian entity. Contractor is not a not-for-profit organization	MULTI-YEAR TERM (if applicable): FROM: TO:
--	---

CHARITIES REGISTRATION NO:
N/A

Contractor has ___ / has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

If 'Exempt' is entered above, reason for exemption: ___

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

APPENDIX A Standard Clauses required by the Attorney General for all State contracts

APPENDIX A-1 Agency-Specific Clauses

APPENDIX B Budget

APPENDIX C Payment and Reporting Schedule

APPENDIX D Program Workplan

___ APPENDIX X Modification of Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)

___ OHS-55 Budget Amendment/Grant Extension Request

___ Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS OFFICE OF HOMELAND SECURITY

By: William T. Bowen Date: 01/29/09
William T. Bowen, Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE: BZ

By: BENJAMIN ZWIER Date: 1/16/09
Deputy County Executive

BENJAMIN ZWIER

STATE OF NEW YORK

County of _____

On this ___ day of _____, 20___, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary)

ATTORNEY GENERAL'S SIGNATURE

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

Title: _____
Date: FEB 11 2009

Peter Avretto
PETER AVRETTO
ASSOCIATE ATTORNEY

APPROVED:

THOMAS P. DIAMANTIS
STATE COMPTROLLER

APPROVED
DEPT. OF AUDIT & CONTROL

By: _____ Date: MAR 03 2009

R.V. Viet
FOR THE STATE COMPTROLLER

NYS OHS # WM07152876
Contract Number: C152876
Law Number: 10-PO-037

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney

By: *JW*
Justin W. Smiloff
Assistant County Attorney

Date: 11-21-08

APPROVED:

POLICE DEPARTMENT

By: *Richard Dornier*
Richard Dornier
Police Commissioner

Date: 11/14/08

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
 }
COUNTY OF SUFFOLK)

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
FEB 11 2009
Peter Favretto
PETER FAVRETTO
ASSOCIATE ATTORNEY

On the 16th day of January 2008⁹ before me personally came Benjamin Zwirn, to me known, who being by me duly sworn, did depose and say that he resides in Suffolk County, that he is the Deputy County Executive of the COUNTY OF SUFFOLK, and that he executed the foregoing agreement for and on behalf of the COUNTY OF SUFFOLK by virtue of the authority in him vested as such Deputy County Executive.

Roseann Hansen
Notary Public, State of New York

ROSEANN HANSEN
Notary Public, State of New York
No. 01HA4917002
Qualified in Suffolk County
Commission Expires December 28, 20 09

OHS # WM07152876

10-PO-037
Contract Number - C152876

Suffolk County Indemnification Clause:

NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, sections I. F. and IV.A:

The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

I agree to this Indemnification Clause.

OB (initials)
1/16/9 (date)

APPROVED AS TO LEGALITY NOT REVIEWED AS TO EXECUTION

CHRISTINE MALAFI
Suffolk County Attorney

By: JS 11-21-08
Justin Smiloff Date:
Assistant County Attorney



STATE OF NEW YORK
AGREEMENT

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

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

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

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

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

VI Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

June, 2006

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8. International Boycott Prohibition
9. Set-Off Rights
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12. Equal Employment Opportunities For Minorities and Women
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17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor.

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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**APPENDIX A-1
AGENCY-SPECIFIC CLAUSES**

General Terms and Conditions:

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated *prior to* April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If the Agreement utilizes funds appropriated *on or after* April 1, 2006, it shall not take effect until it is executed by both parties.

2. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
3. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
4. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish OHS with this information as soon as it is available.
5. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.) as amended.
6. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.
7. Consistent with the NYS Office of the State Comptroller's Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from OHS must comply with Vendor Responsibility requirements.

Budget Requirements:

8. The Grantee is not permitted to make any changes to the contract budget without the written approval of OHS.
9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from OHS, shall not exceed rates authorized by the NYS Office of the State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>
11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to OHS upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.
 - A. Unless a special condition applies to this contract, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.
 - B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:
 - i. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.
 - ii. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
 - iii. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record maintained of the competitive procurement process utilized.
 - iv. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of the competitive procurement process.

- C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding must obtain the prior written approval of OHS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of OHS' approval must also be submitted with the voucher for payment.
12. Applicable equipment purchased with funds provided by this Agreement as listed in the Appendix B, Budget, and costing \$5,000 or more per unit, shall be assigned a unique inventory number. The grantee must conduct and document an inventory of all applicable equipment purchased with grant funds as the equipment is received. A copy of the inventory records with relevant purchasing and supporting documentation must be made available to OHS upon request. Upon completion of all contractual requirements by the Grantee, OHS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding a state agency must dispose of equipment in accordance with State Laws and procedures. All other grantees shall dispose of equipment as follows:

- A. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- B. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact OHS at 1-866-837-9133 for guidance.

The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

"Purchased with funds provided by the U.S. Department of Homeland Security."

13. Written justification and documentation for all procurements must be maintained on file, and made available to OHS upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).
- A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
- B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

- C. A Grantee that is a not-for-profit must also make all procurements as noted below:
- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
 - ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.
 - iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
 - iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
 - v. A Grantee spending in aggregate of \$10,000 and above must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
 - vi. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of OHS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of OHS' approval must also be submitted with the voucher for payment.

Reimbursement and Reporting Requirements – Fiscal and Programmatic (See Appendix C for additional details):

14. The Grantee shall submit detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost reports requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by OHS. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

15. The Grantee shall submit program progress reports and a final report as specified in Appendix C.
16. Where advance payments are approved by OHS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, which requires grantees to promptly remit back to the federal government, through New York State, any interest earned on these advanced funds. The grantee may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year.

Interest must be reported on Fiscal Cost Reports and remitted quarterly.

Accounting for Grant Expenditures:

17. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to fiscal audits by OHS, the State Comptroller's Office, pertinent federal agencies, and other designated entities to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and OHS guidelines.

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

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

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

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

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on detailed itemization forms or a form deemed acceptable to OHS. Backup documentation for such expenditures must be made available to OHS upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

Federal Requirements:

19. The Grantee must maintain specific documentation as support for project related personal service expenditures as this contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable.
20. In accordance with federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to OHS within nine months of the end of its fiscal year(s).

For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through OHS:

- ❖ OMB Circular A-21, Cost Principles for Educational Institutions;
- ❖ OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments;
- ❖ OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments;
- ❖ OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;
- ❖ OMB Circular A-122, Cost Principles for Non-Profit Organizations;
- ❖ OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Additional circulars may be applicable; it is incumbent upon the Grantee to become familiar with and comply with the terms and conditions of all applicable circulars. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the grantee, sub-recipient or collaborative agency/organization. Failure to do so may result in disallowance of costs upon audit.

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

21. Program income earned by the Grantee during the grant funding period must be reported in writing to OHS, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under Federal funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with Federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to OHS. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.
22. Any creative or literary work developed or commissioned by the Grantee with grant support provided by OHS shall become the property of OHS, entitling OHS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
 - A. If OHS shares its right to copyright such work with the Grantee, OHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

- B. If the grant support provided by OHS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.
- C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to OHS. Any document generated pursuant to this grant must contain the following language:

“This project was supported by a grant administered by the New York State Office of Homeland Security and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Office of Homeland Security or the U.S. Department of Homeland Security.”

Amendment, Suspension, Termination of Contract:

- 23. The Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OHS the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the grantee will submit a second statement to OHS explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
- 24. OHS will be allowed to extend, renew, increase, amend, decrease or terminate this contract, upon appropriate approval of the Attorney General and the Office of the State Comptroller as follows:
 - A. The term of this contract may be automatically renewed or extended in conjunction with the renewal or extension of the federal grant award from which this contract is funded, not to exceed a term of five years from the initial start date.
 - B. The amount of this contract may be increased provided the funds are used in accordance with the guidelines associated with this contract grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.
 - C. This contract may be terminated for convenience upon thirty (30) days' notice to the Grantee. OHS may terminate this contract for cause or decrease its funded amounts, pursuant to the provisions in Section 25 or 26 of this Appendix.
- 25. OHS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and OHS or, if the Grantee or principals of the Grantee are under investigation

by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in OHS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. OHS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by OHS, OHS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. OHS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

Availability of Funds:

26. If for any reason the State of New York or the federal government terminates its appropriation through OHS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of OHS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to OHS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to OHS. In any event, no liability shall be incurred by OHS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to OHS because of disallowed expenditures after audit shall be its responsibility.
27. Unless otherwise specified, in accordance with the State Finance Law, the availability of Federal and State funds budgeted as local assistance shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated in the State Budget by the New York State Legislature. When local assistance funds are not reappropriated, vouchers must be received by OHS by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

Retention of Records:

28. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the contract period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. OHS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

Appendix B - Project Budget		
<u>DESCRIPTION</u>	<u>GRANT AMOUNT</u>	<u>MATCH AMOUNT</u>
Suffolk County Equipment		
Authorized equipment to enhance the security of the critical infrastructure and key assets at 4 sites.	731,500.00	0.00
	731,500.00	0.00
	Grant Total:	0.00
	731,500.00	0.00

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
 - Detailed Itemization Forms or other forms deemed acceptable by OHS of any budgeted category for which reimbursement is requested
 - Written documentation of all required OHS approvals, as appropriate
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds.
 3. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the **New York State Office of Homeland Security**. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Office of Homeland Security
Federal Fiscal Unit – 7th Floor
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

4. Vouchers shall be submitted in a format acceptable to OHS and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

5. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 30 days after the last day of the quarter for the reporting period. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, OHS, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

OHS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

6. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of OHS. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
7. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

*NYS Office of Homeland Security
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242*

8. The Grantee will submit program progress reports and one final report to OHS on a prescribed form provided by OHS as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

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

Appendix D - Program Workplan

This Program will be implemented by: **Suffolk County**

Project Goal: To increase the preparedness capabilities surrounding high-priority critical infrastructure and key resource (CI/KR) assets.

Objective # 1

To harden/protect critical infrastructure and key assets.

Task # 1

Purchase equipment to enhance the security of the critical infrastructure and key assets at 4 sites.

Performance Measure # 1

Identify equipment ordered and received. Provide brief narrative on the status of installation and training of personnel. Equipment accountability records are properly maintained.

Special Conditions

Funds must be used in accordance with the guidelines set forth in the FY 2007 Homeland Security Grant Program (HSGP) application kit. All planning, training and CBRNE exercises and/or equipment purchased with FY 2007 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications.

An agenda and meeting minutes will be kept on file for all meetings conducted regarding HSGP-funded activities. Any documents produced as a result of these meetings, such as plans, schedules, or procedures, will also be kept on file and be made available to the NYS Office of Homeland Security (OHS) upon request.

Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2007 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<https://www.rkb.us>). It is the responsibility of the grantee to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through the NYS Office of Homeland Security (OHS), for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2007 HSGP funds. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through the NYS Office of Homeland Security (OHS), for certification. Any exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to OHS following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

Law enforcement agencies that receive grant funding from OHS must agree to participate in the New York State Intelligence Center (NYSIC) or the New York/New Jersey Regional Intelligence Center (NY/NJ RIC), as appropriate and set forth below:

- 1) The agency shall, after required Terrorist Screening Center notification, immediately notify the NYSIC at the conclusion of any positive Violent Gang and Terrorist File (VGTOF) watchlist encounter.
- 2) The agency shall participate in the NYSIC Field Intelligence Officer (FIO) Program and designate a primary and secondary FIO.

Recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

Intro. Res. No. 2113-2008

Laid on Table 12/2/2008

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 1106 -2008, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$731,500.00 FROM THE NEW YORK STATE OFFICE OF HOMELAND SECURITY FOR THE BUFFER ZONE PROTECTION PROGRAM (BZPP) 07 WITH 100% SUPPORT

WHEREAS, the New York State Office of Homeland Security has made \$731,500.00 in Federal pass-through funds from the U.S. Department of Homeland Security available to Suffolk County for the BZPP FY2007 Program to be administered by the Suffolk County Police Department; and

WHEREAS, this program is designed to reduce vulnerabilities of Critical Infrastructure/Key Resources sites by extending the protected area around a site into the surrounding community and supporting the prevention and preparedness efforts of local first responders; and

WHEREAS, the operational period of the program will be from July 1, 2007 through June 30, 2010; and

WHEREAS, said grant funds have not been included in the 2008 Suffolk County Operating Budget; now, therefore be it

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

<u>REVENUE:</u>	<u>Amount</u>
115-4345-Federal Aid: BZPP 07	\$731,500.00
<u>ORGANIZATIONS:</u>	
	Police Department (POL)
	BZPP 07
	115-POL-3229
<u>2000-Equipment</u>	<u>\$731,500.00</u>
2020-Office Machines	16,860.00
2070-Cameras and Photographic	12,645.00
2090-Radio and Communication	7,304.00
2500-Other Equip. Not Otherwise	694,691.00

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Office of Homeland Security.

DATED: December 16, 2008

APPROVED BY:

/s/ Steve Levy
County Executive of Suffolk County

Date: December 22, 2008

MEMORANDUM OF AGREEMENT

AGREEMENT by and between the **County of Suffolk**, a municipal corporation, having its principal office and place of business at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788 (hereinafter also referred to as "County"), acting through its duly constituted **Department of Police** (hereinafter also referred to as "Department"), and **XXXX**, a Domestic Corporation, having its principal office and place of business at **XXXX**, (hereinafter referred to as "Subrecipient")

WITNESSETH:

WHEREAS, Subrecipient's facilities located in Suffolk County (hereinafter referred to as the "property") have been identified as a critical infrastructure/key resource sites by the United States Department of Homeland Security as part of the Infrastructure Protection Program; and

WHEREAS, the Department has been designated to develop an appropriate buffer zone in the vicinity of the property and the County has accepted a grant from the New York State Office of Homeland Security in the amount of \$731,500.00 in Federal pass-through funds from the U. S. Department of Homeland Security under the Buffer Zone Protection Program (BZPP), for the BZPP FY 2007 Program, to be administered by the Department in accordance with Suffolk County Resolution No.1106-2008, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this grant provides funding for the Department to purchase and install certain equipment on the property of the Subrecipient to enhance existing infrastructure; and

WHEREAS, both of the parties desire to insure the integrity and security of the Property and the surrounding community; and

WHEREAS, each of the parties represents that it has the power and authority pursuant to law to bind itself to the provisions hereof;

NOW THEREFORE, it is mutually agreed as follows:

1. Subrecipient will accept and allow the installation of the equipment purchased under the grant at its Property and Subrecipient shall maintain and repair as necessary, and operate such equipment in accordance with the BZPP and the agreement between the New York State Office of Homeland Security and the County, a copy of which agreement is attached hereto as Exhibit B (hereinafter referred to as "State Contract").

2. The equipment will be installed by contractors acceptable to both parties. The County shall in the first instance select contractors. In the event that the contractors selected by the County are not acceptable to Subrecipient then Subrecipient will provide names of contractors to install the equipment to the County subject to the Counties approval.

3. Any contractor installing the equipment shall comply with the requirements set forth in Exhibit C attached hereto (hereinafter referred to as ("Suffolk County Legislative Requirements")) and provided that the total cost for installation does not exceed the grant monies explicitly designated for installation in this contract in the sum of _____.

4. To the extent that the "State Contract" conflicts with the "Suffolk County Legislative requirements" the "State Contract" shall take precedence.

5. Upon completion of all the contractual requirements of the State Contract, the County will make a request to New York State for release of its ownership of the equipment purchased with the grant funds, and upon approval of New York State, the County will transfer ownership to Subrecipient of all the equipment installed under this agreement in accordance with paragraph 12 of Appendix A-1 of the State Contract. A list of the equipment to be installed and services, if any to be provided under the grant is included in Exhibit B.

6. The Subrecipient shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor or subrecipient, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to be effective as of the day and year last below executed.

XXXXX

County Of Suffolk

By: _____

By: _____

Title: _____

Deputy County Executive

Date: _____

Date: _____

Approved as to Legality:

Approved:

**Christine Malafi,
Suffolk County Attorney**

Suffolk County Police Department

By: _____

By: _____
Richard Dormer, Commissioner

Assistant County Attorney

Date: _____

Date: _____

STATE OF NEW YORK
COUNTY OF SUFFOLK ss.:

On the _____ day of _____, in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____, Notary Public

STATE OF NEW YORK
COUNTY OF SUFFOLK ss.:

On the _____ day of _____, in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____, Notary Public

Exhibit C
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 347, 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 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 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. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

Rev. 3/24/2010
Law No.: 10-PO-
Buffer Zone Protection Program

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 466, 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 234 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:

Rev. 3/24/2010
Law No.: 10-PO-
Buffer Zone Protection Program

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 386 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 IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, 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 143 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 143-5 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 section 590-3 of Article III of Chapter 590 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 found on the Suffolk County website at <http://www.co.suffolk.ny.us>.

End of Text for Exhibit C

ML 363 254

COUNTY OF SUFFOLK



APR 16 2010

STEVE LEVY
COUNTY EXECUTIVE

RICHARD DORMER
POLICE COMMISSIONER

POLICE DEPARTMENT

April 13, 2010

Ken Crannell
Deputy County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Legislative Proposal
Authorizing execution of Memoranda of Agreement with AT&T, Global Crossing Limited, Reliance Globalcom and Level 3 Communications in connection with the Homeland Security Buffer Zone Protection Program.

Dear Deputy County Executive Crannell:

I am requesting that the County Executive propose the attached legislative resolution for purposes of authorizing the County to enter into Memoranda of Agreement with AT&T, Global Crossing Limited, Reliance Globalcom and Level 3 Communications.

The County has previously accepted a grant from the New York State Office of Homeland Security in the amount of \$731,500.00 in Federal pass-through funds from the U.S. Department of Homeland Security under the Buffer Zone Protection Program.

The Suffolk County Police Department has been designated to develop an appropriate buffer zone in the vicinity of the communications companies' property.

Enclosed is the hard copy request for a resolution (SCIN 175a) along with the draft resolution and fiscal impact statement (SCIN 175b). A copy of the proposed Memorandum of Agreement is attached.

Both the MOA and the Resolution were reviewed by Assistant County Attorney Jacqueline Caputi of the Law Department.



ACCREDITED LAW ENFORCEMENT AGENCY

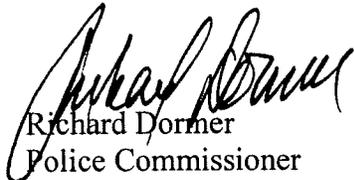
www.suffolkpd.org

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000



An e-mail version was sent on April 13, 2010 to CE RESO REVIEW under the title Reso-SCPD-BZPP Homeland Security Grant MOA.

Very truly yours,



Richard Dormer
Police Commissioner

cc: Christopher Kent, Chief Deputy County Executive
Brendan Chamberlain, Intergovernmental Relations

1502
Intro. Res. No. -2010
Introduced by Legislator Schneiderman

Laid on Table 4/27/10

**RESOLUTION NO. -2010, DIRECTING THE DEPARTMENT
OF SOCIAL SERVICES TO CLOSE THE SEX OFFENDER
TRAILERS**

WHEREAS, the Suffolk County Department of Social Services utilizes trailers in the Towns of Riverhead and Southampton to house homeless sex offenders; and

WHEREAS, the trailer system is fraught with problems; and

WHEREAS, the conditions at the trailers are sparse, with no septic facilities or running water for the residents; and

WHEREAS, the homeless sex offenders housed in the trailers are not receiving necessary support services to address their needs; and

WHEREAS, prior to the placement of the trailers, there was no study performed to assess the impact the trailers would have on the surrounding communities; and

WHEREAS, the trailers are not being operated with sufficient safeguards to protect the surrounding communities; and

WHEREAS, some of the homeless sex offenders leave the trailers and enter the neighboring communities during the night; and

WHEREAS, some of the sex offenders housed in the trailers have been found, under New York State's Sex Offender Management and Treatment Act, to have a mental abnormality which requires that they be under strict and intensive supervision and treatment for an indefinite period by the Division of Parole; and

WHEREAS, incidents of violence occur regularly at the trailers, placing the trailers' residents and local first responders in danger; and

WHEREAS, a recent emergency call to the Southampton trailer resulted in the serious injury of a Southampton police officer; and

WHEREAS, the trailers are the subject of numerous lawsuits and will continue to be the subject of litigation against the County in the future; and

WHEREAS, for all of the reasons stated above, Suffolk County must close the trailers used to house homeless sex offenders; now, therefore be it

1st RESOLVED, the Suffolk County Department of Social Services is hereby authorized, empowered and directed to cease using the trailers located in the Towns of Riverhead and Southampton to house homeless sex offenders within thirty (30) days of the effective date of this resolution; and be it further

2nd 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 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:

s:\res\close sex offender trailers

**RESOLUTION NO. -2010, DIRECTING THE DEPARTMENT
OF SOCIAL SERVICES TO CLOSE THE SEX OFFENDER
TRAILERS**

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WHEREAS, the conditions at the trailers are sparse, with no septic facilities or running water for the residents; and

WHEREAS, the homeless sex offenders housed in the trailers are not receiving necessary support services to address their needs; and

WHEREAS, prior to the placement of the trailers, there was no study performed to assess the impact the trailers would have on the surrounding communities; and

WHEREAS, the trailers are not being operated with sufficient safeguards to protect the surrounding communities; and

WHEREAS, some of the homeless sex offenders leave the trailers and enter the neighboring communities during the night; and

WHEREAS, some of the sex offenders housed in the trailers have been found, under New York State's Sex Offender Management and Treatment Act, to have a mental abnormality which requires that they be under strict and intensive supervision and treatment for an indefinite period by the Division of Parole; and

WHEREAS, incidents of violence occur regularly at the trailers, placing the trailers' residents and local first responders in danger; and

WHEREAS, a recent emergency call to the Southampton trailer resulted in the serious injury of a Southampton police officer; and

WHEREAS, the trailers are the subject of numerous lawsuits and will continue to be the subject of litigation against the County in the future; and

WHEREAS, for all of the reasons stated above, Suffolk County must close the trailers used to house homeless sex offenders; now, therefore be it

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action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-close sex offender trailers

1503

Intro. Res. No. -2010
Introduced by Presiding Officer Lindsay

Laid on Table 4/27/10

**RESOLUTION NO. -2010, CLARIFYING RFP WAIVER
REQUIREMENTS FOR OUTSIDE COUNSEL**

WHEREAS, Chapter 708 of the SUFFOLK COUNTY CODE requires that a Request for Proposals ("RFP") be issued when the County of Suffolk needs to procure consultant services and the cost of such services exceeds \$25,000; and

WHEREAS, pursuant to § 708-6 of the County Code, RFP's may be waived by a waiver committee when the consultant services require special or technical skills, training or expertise and the nature of the services do not readily lend themselves to competitive procurement procedures; and

WHEREAS, Resolution No. 676-2009 added a representative of the County Legislature to the RFP Waiver Committee to create checks and balances and more transparency in the waiver process; and

WHEREAS, the County of Suffolk expends hundreds of thousands of dollars each year to hire outside legal counsel, usually without a competitive process; and

WHEREAS, all proposals to procure consultant services without a RFP, including legal services, should be presented to the RFP Waiver Committee for review to ensure openness and transparency; now, therefore be it

1st RESOLVED, that Chapter 708 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 708, PURCHASING

* * * *

ARTICLE III, Consultant/Personal Services Procurement

* * * *

§ 708-6. Exceptions.

* * * *

B. Formal bid solicitations or RFPs for the hiring of certain consultant services requiring special or technical skill, training or expertise in the \$25,000 and up range may be waived by a waiver committee made up of the County Executive or his/her duly authorized representative, the Presiding Officer of the County Legislature or his or her duly authorized representative and a member appointed by the County Executive, where it would be in the best interest of the County to do so.

* * * *

- (3) All proposals to hire outside counsel to provide legal services in the \$25,000.01 and up category, without the issuance of a RFP, shall be presented to the waiver committee for review.

* * * *

2nd **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 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:

s:\res\tr-clarify-waiver-requirements-outside-counsel

1504

Intro. Res. No. -2010
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 4/27/10

RESOLUTION NO. -2010, AMENDING THE ADOPTED 2010 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE US ARMY CORPS OF ENGINEERS FORGE RIVER, NEW YORK FEASIBILITY STUDY (8710.127)

WHEREAS, there are sufficient funds within the reserved fund balance of Fund 477 for the purpose of Water Quality Protection and Restoration; and

WHEREAS, the Suffolk County Water Quality Review Committee, pursuant to, Article XII of the SUFFOLK COUNTY CHARTER has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, the Suffolk County Department of Environment and Energy will sponsor the feasibility study in accordance with the requirements of Article XII of the SUFFOLK COUNTY CHARTER; and

WHEREAS, the Town of Brookhaven will serve as the Non-Federal Sponsor for the Forge River Feasibility Study, to be conducted by the US Army Corps of Engineers (USACE); and

WHEREAS, the Town of Brookhaven, as cost sharing partner for the US Army Corps of Engineers' Forge River, New York Feasibility Study is required to provide fifty percent (50%) of the project cost, which is estimated at \$3 million, which can be through a combination of Town funds, in-kind contributions, and grants; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration and Land Stewardship Initiative Program is offering a \$300,000 matching grant to the Town of Brookhaven to be used as part of the Town of Brookhaven's match for the Feasibility Study; and

WHEREAS, the project proposes to develop an integrated watershed management plan to maintain, restore, and enhance activities that contribute to the health of the Forge River watershed; and

WHEREAS, the County contribution for the project is \$300,000 consisting of \$100,000 a year for the years 2010, 2011, and 2012; and

WHEREAS, the Town of Brookhaven has committed by Town Resolution 2010-307 to \$300,000 in funding for the Non-Federal Sponsor requirement of \$1,500,000; and

WHEREAS, the Town of Brookhaven has committed by Town Resolution 2010-307 to accept the grant from the County of Suffolk and to enter into an inter-municipal agreement with the County of Suffolk for this project; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2008 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are available Fund 477 funds within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2010 Capital Budget and Program; now, therefore be it

1st RESOLVED, that the Town of Brookhaven, New York, having conducted a coordinated review and being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, found, as documented in Town Resolution 2010-148, approved on February 9, 2010, that this project constitutes a Type II listed action pursuant to 6NYCRR 617.5(c)(21), conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; therefore the SEQRA review is complete and no further action needs to be taken by Suffolk County; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-two (62) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of said transfer; and be it further

4th RESOLVED, that the Adopted 2010 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$300,000

and be it further

5th RESOLVED, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525-CAP-IFTR-R477)	525	R477	E525	Transfer from Water Quality Protection	\$300,000

and be it further

6th RESOLVED, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8710

Project Title: US Army Corps of Engineers' Forge River Feasibility Study

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
1. Planning	\$300,000	\$0	\$300,000W
TOTAL	<u>\$300,000</u>	<u>\$0</u>	<u>\$300,000</u>

and be it further

7th RESOLVED, that the transfer in the amount of \$300,000 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8710.127	50	US Army Corps of Engineers Forge River Feasibility Study	\$300,000

and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project; and be it further

9th RESOLVED, that the County Executive is hereby authorized to execute an intermunicipal agreement with the Town of Brookhaven under Section 119-0 of the NEW YORK GENERAL MUNICIPAL LAW, which shall include but not be limited to, a provision authorizing the US Army Corps of Engineers' Forge River Feasibility Study.

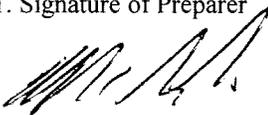
DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2010, AMENDING THE ADOPTED 2010 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE US ARMY CORPS OF ENGINEERS FORGE RIVER, NEW YORK FEASIBILITY STUDY (8710.127)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8710.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
FUND 477 RESERVE FUND BALANCE		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		April 20 th , 2010

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

ADOPTED
BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2010-307
MEETING OF: March 23, 2010

AUTHORIZATION TO EXECUTE AN INTERMUNCIPAL AGREEMENT WITH SUFFOLK COUNTY AND ACCEPTANCE OF A SUFFOLK COUNTY GRANT UNDER THE SUFFOLK COUNTY WATER QUALITY PROTECTION AND RESTORATION PROGRAM IN CONNECTION WITH THE US ARMY CORPS OF ENGINEERS FORGE RIVER, NEW YORK FEASIBILITY STUDY

WHEREAS, the Town of Brookhaven, as cost sharing partner for the US Army Corps of Engineers' Forge River, New York Feasibility Study ("Feasibility Study"), is required to provide fifty percent (50%) of the Project Cost, which is estimated at \$3 million, which can be through a combination of Town funds, in-kind contributions, and grants; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program is offering a \$300,000 matching grant to the Town of Brookhaven to be used as part of the Town of Brookhaven's match for the Feasibility Study; and

WHEREAS, the Town Board by Resolution No. 2009-713, dated August 20, 2009, the Town Board resolved to satisfy its fifty percent (50%) share of the costs for the Feasibility Study; and

WHEREAS, the Town Board by Resolution No. 2010-148, dated February 9, 2010, the Town Board as Lead Agency determined that the Feasibility Study is a SEQRA Type II action; and

WHEREAS, in order to obtain the matching funds, Suffolk County requires that the Town of Brookhaven authorize the entering into an Inter-Municipal Agreement (IMA) with Suffolk County to obtain the funding for the Feasibility Study.

NOW, THEREFORE BE IT RESOLVED, by the Town Board of the Town of Brookhaven that the Supervisor and/or Deputy Supervisor is hereby authorized to execute an Inter-Municipal Agreement (IMA) with Suffolk County in connection with the funding of the US Army Corp. of Engineers, Forge River, New York Feasibility Study, which IMA shall state that the Town of Brookhaven shall commit to provide a match of \$300,000, which may be satisfied by in-kind services, in connection with the US Army Corp of Engineers Forge River, New York, Feasibility Study; and be it further

RESOLVED, that the terms and conditions of the IMA shall be reviewed and approved by the Town Attorney's Office; and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to disburse the funding, as applicable, under the IMA in connection with the US Army Corp. of Engineers Forge River, New York, Feasibility Study.

THIS IS TO CERTIFY THAT THIS IS A TRUE
AND ACCURATE CERTIFIED COPY OF THE
OFFICIAL DOCUMENT ON FILE IN THE
TOWN CLERK'S OFFICE OF THE TOWN OF
BROOKHAVEN, SUFFOLK COUNTY, NY

Patricia A. Eddington

Patricia A. Eddington, TOWN CLERK DATED:
DO NOT ACCEPT UNLESS THE RAISED SEAL OF
THE TOWN OF BROOKHAVEN IS AFFIXED HEREON

RESOLUTION SUBMISSION

MEETING OF: MARCH 23, 2010

RESOLUTION NO. 2010-307

MOVED BY COUNCILMEMBER: Daniel Panico

REVISION

SHORT TITLE: AUTHORIZATION TO EXECUTE AN INTERMUNCIPAL AGREEMENT WITH SUFFOLK COUNTY AND ACCEPTANCE OF A SUFFOLK COUNTY GRANT UNDER THE SUFFOLK COUNTY WATER QUALITY PROTECTION AND RESTORATION PROGRAM IN CONNECTION WITH THE US ARMY CORPS OF ENGINEERS FORGE RIVER, NEW YORK FEASIBILITY STUDY

DEPARTMENT: Environmental Protection

REASON: To authorize the execution of an IMA with Suffolk County that is required in order for the Town to receive a grant of \$300,000.

PUBLIC HEARING REQUIRED: No

DEPARTMENT OF FINANCE APPROVAL: YES NO

DOLLARS INVOLVED: \$300,000.

SEQRA REQUIRED: No

DETERMINATION MADE: POSITIVE NEGATIVE

FEIS/FINDINGS FILED:

EXECUTION OF DOCUMENT REQUIRED:

BMW:gg

Present	Absent		Motion	Aye	No	Abstain	Not Voting
		Councilmember Fiore-Rosenfeld					
		Councilmember Bonner					
		Councilmember Walsh					
		Councilmember Kepert					
		Councilmember Mazzei	0				
		Councilmember Panico	1				
		Supervisor Lesko					

ADOPTED
BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2010-148
MEETING: FEBRUARY 9, 2010

DETERMINATION THAT THE U.S.
DEPARTMENT OF ARMY-TOWN OF
BROOKHAVEN FORGE RIVER
FEASIBILITY STUDY IS A SEQRA
TYPE II ACTION

WHEREAS, the Town of Brookhaven, with Suffolk County as a cost-sharing partner, is preparing the U.S. Department-Town of Brookhaven Forge River Feasibility Study; and

WHEREAS, the Forge River Feasibility Study will study and evaluate the conditions in the Forge River and its watershed and make recommendations to improve and protect the water quality and natural resources of the Forge River and its watershed; and

WHEREAS, based on its review of 6NYCRR 617, the Town Board as Lead Agency has determined that the Feasibility Study meets the requirements of 6NYCRR 617.5 for Type II Actions, specifically 617.5.5(c)(21) which states "conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action";

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Brookhaven, as Lead Agency, has determined that the U.S. Department of Army-Town of Brookhaven Forge River Feasibility Study is a SEQRA Type II action.

RESOLUTION

MEETING OF: FEBRUARY 9, 2010

RESOLUTION NO. 2010-148

MOVED BY COUNCILMEMBER: TIMOTHY MAZZEI

REVISION

SHORT TITLE: DETERMINATION THAT THE U.S. DEPARTMENT OF ARMY-TOWN OF BROOKHAVEN FORGE RIVER FEASIBILITY STUDY IS A SEQRA TYPE II ACTION

DEPARTMENT: Environmental Protection

REASON:

PUBLIC HEARING REQUIRED:

DEPARTMENT OF FINANCE APPROVAL: YES NO

DOLLARS INVOLVED: \$ -0-

SEQRA REQUIRED: no

DETERMINATION MADE: POSITIVE NEGATIVE

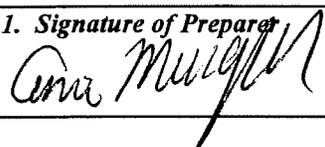
FEIS/FINDINGS FILED:

EXECUTION OF DOCUMENT REQUIRED: No

BAR:pd

Present	Absent		Motion	Aye	No	Abstain	Not Voting
		Councilmember Fiore-Rosenfeld					
		Councilmember Bonner	2				
		Councilmember Walsh					
		Councilmember Kepert					
		Councilmember Mazzei	1				
		Councilmember					
		Supervisor Lesko		J			

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

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
3. Title of Proposed Legislation: AMENDING THE ADOPTED 2010 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE US ARMY CORPS OF ENGINEERS FORGE RIVER NEW YORK FEASIBILITY STUDY		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <u>X</u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 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 477 Fund – Water Quality Protection and Restoration Program		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Carrie Meek Gallagher, Commissioner Dept Environment & Energy	11. Signature of Preparer 	12. Date 4/6/10

CAPITAL PROJECT RANKING FORM

CAPITAL PROJECT RANKING FORM	Response	Score	Category
Cumulative Ranking (maximum score=100 points)		62.0	
1. Does this project meet the minimum 5-25-5 criteria for inclusion in the capital program pursuant to Local Law 23 of 1994? Enter "Y" or "N".	y	5.6	Planning
2. ENTER "Y" if this is either a non-recurring project or a recurring project that is financed with "G" money or ENTER "N" if this is a recurring project financed through the capital program with a source of funds other than "G" money.	y	5.6	Planning
3. Is implementation of the project mandated by federal, state or local law? ENTER "0" if not mandated, ENTER "1" (yes-long term) if mandated, but more than 3-years (beyond the current capital program) are needed to meet the mandate, or ENTER "2" if mandate must be met within the current 3-year capital program.	0	0.0	Planning
4. What percent of the project is funded by state or federal aid, or other nonproperty tax revenue (department income, tuition at the college, interfund transfers from Fund 404 for sewers, etc.)? ENTER the percent from 0 to 100.	50	5.6	Fiscal
5. What is the non-debt service net operating budget impact? ENTER "1" for an increase in net operating expenses (net of debt service on borrowing for this capital project and net of state & federal aid and other nonproperty tax revenue); ENTER "2" for no impact; ENTER "3" for a decrease in net operating expenses within 10 years, ENTER "4" for a decrease in net operating expenses within 5 years.	2	5.6	Fiscal
6. What affect will this project have on the local economy with respect to expansion of the tax base and/or job creation? ENTER "1" = negative economic impact; ENTER "2" = no effect; ENTER "3" = positive economic impact.	2	5.6	Economic
7. Which level of service best describes this project? ENTER "1" = will expand the level of services, provide new services, or provide service level quality enhancements; ENTER "2" = needed to maintain existing levels; or ENTER "3" = replaces, rehabilitates or repairs a deteriorating or obsolete facility (i.e., Yaphank Jail)	2	2.8	Service
8. Does this project (1) correct a critical health or safety hazard, (2) prevents a critical breakdown in county facilities (i.e. asbestos removal or road improvements at high accident locations) or (3) promotes public safety or public health, providing critical services to county residents? Enter "Y" or "N".	y	11.1	Service
9. What impact does the project have on the environment? ENTER "1" a for negative impact, ENTER "2" for no impact or ENTER "3" for a positive impact.	3	11.1	Service
10. What percent of the County's population will potentially be served? ENTER "1" if potential use is less than or equal to 25% of the county's population, ENTER "2" if potential use is less than or equal to 50%, ENTER "3" if potential use is less than or equal to 75%, ENTER "4" if potential use exceeds 75%.	4	5.6	Service
11. How would you (the analyst) rate the need for this project? ENTER "1" = Not necessary; ENTER "2" = Moderate priority; ENTER "3" = High priority; ENTER "4" = Critical.	3	3.7	All Categories

LS5

COUNTY OF SUFFOLK



APR 08 2010

OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

DEPARTMENT OF ENVIRONMENT
AND ENERGY

April 5, 2010

Mr. Ken Crannell
Deputy County Executive
H Lee Dennison Bldg. Fl. 12
Hauppauge, NY 11788-0099

Dear Mr. Crannell:

Enclosed for your approval are the original and one (1) copy of the proposed resolution pursuant to:

"US ARMY CORPS OF ENGINEERS' FORGE RIVER, NEW YORK
FEASIBILITY STUDY"

There are sufficient funds included in the 2010 Operating Budget Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its August 25, 2009 meeting, approved "US Army Corps of Engineers' Forge River New York Feasibility Study", submitted by the Suffolk County Department of Environment and Energy, as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of \$300,000.

After your examination please place this on the Legislative Agenda as soon as possible.

Sincerely,

Carrie Meek Gallagher
Commissioner, Department of Environment & Energy

Enc.

cc: ✓ Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, Director Intergovernmental Relations

**RESOLUTION NO. -2010, AUTHORIZING CERTAIN
 TECHNICAL CORRECTIONS TO ADOPTED RESOLUTION NO.
 172-2009**

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 172-2009; and

WHEREAS, this resolution when adopted contained technical errors; and

WHEREAS, the County Treasurer desires technical corrections to this resolution; now, therefore be it

1st RESOLVED, that the Clerk of the Legislature shall make the following technical corrections:

Resolution No. 172-2009

The third page is missing in Resolution No. 172-2010.

Add the third page to Resolution No. 172-2010 which contains the following:

A	BROOKHAVEN	09/10	0207-006.00-03.00-027.000	11254.27	8258.76	2995.51
A	BROOKHAVEN	09/10	0200-590.00-05.00-003.002	15421.24	12387.81	3033.43
A	BROOKHAVEN	09/10	0200-560.00-04.00-015.013	11453.12	8390.08	3063.04
A	BROOKHAVEN	09/10	0200-677.00-01.00-008.000	13497.61	10419.73	3077.88
A	BROOKHAVEN	09/10	0200-589.00-02.00-001.005	15273.28	12180.63	3092.65
A	BROOKHAVEN	09/10	0200-090.00-06.00-002.000	22319.60	19206.97	3112.63
A	BROOKHAVEN	09/10	0200-088.00-03.00-015.002	21624.67	18512.03	3112.64
A	BROOKHAVEN	09/10	0200-570.00-01.00-017.015	12425.51	9271.95	3153.56
A	BROOKHAVEN	09/10	0207-007.00-01.00-006.000	11865.58	8711.15	3154.43
A	BROOKHAVEN	09/10	0200-902.00-04.00-030.014	14038.89	10877.02	3161.87
A	BROOKHAVEN	09/10	0200-560.00-03.00-066.000	15036.50	11869.89	3166.61
A	BROOKHAVEN	09/10	0200-912.00-04.00-005.000	15947.07	12754.95	3192.12
A	BROOKHAVEN	09/10	0200-559.00-04.00-021.000	14030.32	10834.09	3196.23
A	BROOKHAVEN	09/10	0203-008.00-02.00-007.002	38861.80	35593.49	3268.31
A	BROOKHAVEN	09/10	0200-914.00-02.00-012.000	13393.35	10121.46	3271.89
A	BROOKHAVEN	09/10	0200-058.00-03.00-024.000	15578.04	12259.31	3318.73
A	BROOKHAVEN	09/10	0200-093.00-06.00-008.000	17841.24	14395.53	3445.71
A	BROOKHAVEN	09/10	0200-072.00-10.00-001.000	15014.25	11528.25	3486.00
A	BROOKHAVEN	09/10	0200-072.00-12.00-008.000	15317.39	11604.05	3713.34
A	BROOKHAVEN	09/10	0200-052.00-14.00-002.000	14230.21	10486.85	3743.36
A	BROOKHAVEN	09/10	0200-559.00-03.00-045.003	16679.03	12905.71	3773.32
A	BROOKHAVEN	09/10	0200-510.00-02.00-005.008	15939.17	12165.82	3773.35
A	BROOKHAVEN	09/10	0200-570.00-01.00-017.013	14922.06	11111.54	3810.52

A	BROOKHAVEN	09/10	0200-093.00-06.00-018.000	17164.12	13252.00	3912.12
A	BROOKHAVEN	09/10	0200-560.00-03.00-004.069	16013.15	11869.89	4143.26
A	BROOKHAVEN	09/10	0200-510.00-02.00-005.026	18676.68	14252.27	4424.41
A	BROOKHAVEN	09/10	0200-094.00-04.00-001.020	18683.84	14154.79	4529.05
A	BROOKHAVEN	09/10	0200-941.00-02.00-010.000	17374.10	12777.88	4596.22
A	BROOKHAVEN	09/10	0200-093.00-06.00-033.000	19421.12	14455.71	4965.41
A	BROOKHAVEN	09/10	0200-096.00-08.00-003.000	20173.45	14997.39	5176.06
A	BROOKHAVEN	09/10	0208-007.00-01.00-005.018	21260.20	15945.16	5315.04

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1507

Intro. Res. No. -2010
Introduced by Legislator Cooper

Laid on Table 4/27/10

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW NO.
-2010, A LOCAL LAW INCREASING THE ACCOUNTABILITY
OF SCHOOLS ON BULLYING BEHAVIOR**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2010, a proposed local law entitled, "**A LOCAL LAW INCREASING THE ACCOUNTABILITY OF SCHOOLS ON BULLYING BEHAVIOR**" now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2010, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW INCREASING THE ACCOUNTABILITY OF
SCHOOLS ON BULLYING BEHAVIOR**

**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 bullying is a long-standing problem among school-aged children in Suffolk County and throughout the nation.

This Legislature also finds and determines that bullying that occurs among school classmates creates a hostile learning environment and negatively impacts a school's ability to educate its students.

This Legislature further finds and determines that bullies, their victims and student who witness bullying behavior have difficulty concentrating in the classroom, which can lead to a decline in student performance.

This Legislature finds that many victims of bullying are so fearful of attending school that they seek permission from their parents to stay home or go truant.

This Legislature determines that school administrators and teachers have a responsibility to establish a safe environment for their students that is conducive to learning.

This Legislature also finds that some teachers and school administrators do not take the issue of bullying seriously and fail to intervene adequately.

This Legislature further finds that many victims, their parents and other student witnesses report bullying incidents to teachers and school administrators. Too often, teachers and school administrators fail to adequately act on such reports.

This Legislature also determines that schools must be held accountable for their actions in addressing bullying perpetrated by their students against one another.

This Legislature further determines that Suffolk County should establish clear requirements for schools located in the County to address incidents of bullying.

Therefore, the purposes of this law are to establish a uniform process by which schools in Suffolk County shall address incidents of bullying.

Section 2. Definitions.

“BULLYING BEHAVIOR” shall mean any physical, verbal or psychological attacks or intimidation directed against a student who cannot properly defend him- or her- self, including but not limited to assaulting; tripping; shoving; threatening; intimidating; spreading rumors about another; isolating another; humiliating; demands for money; blackmailing; destruction of another’s property; theft of another’s valued possessions; destruction of another’s work; and name-calling.

“SCHOOL” shall mean any elementary, intermediate, middle or secondary school in Suffolk County.

“SCHOOL ADMINISTRATION” shall mean the principal, assistant principal and other school staff members responsible for the instructional leadership and management of day-to-day activities of the school.

Section 3. Requirements.

- A. Each school must maintain records documenting each complaint received by the school that alleges that a specific student or group of students has engaged in bullying behavior against another.
- B. When a school receives two or more allegations that a specific student or group of students has engaged in bullying behavior against another student, the school’s administration must investigate such allegations to determine their veracity.
- C. If, upon investigation of such allegations, a school determines that a specific student or group of students has engaged in bullying behavior, the school’s administration must discipline said student(s) and maintain a record of said discipline.

Section 4. Penalties.

The principal of any school which fails to comply with any portion of this law shall be subject to the imposition of a civil fine by Suffolk County of one thousand dollars (\$1,000.00) for each such violation. Each failure by the school to investigate into allegations of bullying by a specific student or group of students or failure to discipline a student or group of students engaged in bullying behavior shall constitute a separate violation.

Section 5. Enforcement.

The civil penalties prescribed by this law shall be recovered by an action or proceeding in any court of competent jurisdiction. All such actions or proceedings shall be brought in the name of the county by the County Attorney.

Section 6. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

Section 7. 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 8. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 9. Effective Date.

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

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: April 26, 2010

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2010

TITLE: I.R. NO. -2010; A LOCAL LAW INCREASING THE ACCOUNTABILITY OF SCHOOLS ON BULLYING BEHAVIOR

SPONSOR: LEGISLATOR COOPER

DATE OF RECEIPT BY COUNSEL: 4/26/10 PUBLIC HEARING: 5/11/10

DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would require schools in Suffolk County to maintain records documenting complaints received by the school alleging that a specific student or group of students have engaged in bullying behavior¹ against another student.

Further, when the school receives two or more complaints about a specific student or group of students, the school's administration must investigate the allegations to determine their veracity. If, upon investigation of such allegations, the school determines that a specific student or students have engaged in bullying behavior, the school's administration must discipline the student and maintain a record of such discipline.

The principal of any school that fails to comply with any of these requirements shall be subject to a civil fine of one thousand dollars (\$1,000) for each violation. Each failure to investigate into allegations against a student or group of students or failure to discipline a student or group of students engaged in bullying behavior shall constitute a separate violation. These penalties shall be recovered through an action or proceeding commenced by the County Attorney.

¹ "Bullying behavior" is defined as "any physical, verbal or psychological attacks or intimidation directed against a student who cannot properly defend him- or her- self, including, but not limited to, assaulting; tripping; shoving; threatening; intimidating; spreading rumors about another; isolating another; humiliating; demands for money; blackmailing; destruction of another's property; theft of another's valued possessions; destruction of another's work; and name calling."

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-school accountability bullying

RESOLUTION NO. -2010, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM APPROPRIATING FUNDS IN CONNECTION WITH THE COMPUTER AIDED DISPATCH (CAD) REPLACEMENT AND INTEGRATION WITH EXISTING FIRE RESCUE CAD (CP 3240)

WHEREAS, the current Police CAD System is fourteen years old and in March 2011, the licensing runs out for the mainframes currently running the system; and

WHEREAS, this will require a system refresh and license renewal that could easily result in more than 4.5 million in expenditures through 2015; and

WHEREAS, there is a needed replacement of the Suffolk County Police Computer Aided Dispatch (CAD) System by upgrading the existing Intergraph CAD System in place at FRES and installing the Intergraph (CAD) system at SCPD; and

WHEREAS, this upgrade will permit interoperability between the two departments for greater efficiency of handling 911 emergency calls for service, which will result in better and faster dispatching of units, providing a better service to the County's residents; and

WHEREAS, there will be a single CAD product serving both Police and FRES; and

WHEREAS, sufficient funds are not included within the 2010 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from other capital projects; and

WHEREAS, Resolution No. 471-1994, as amended by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2010 Adopted Capital Budget and Program, 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 \$1,304,185 in Suffolk County Serial Bonds; and

1st RESOLVED, that it is determined that this program with a priority ranking of fifty (59) 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

2nd 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 Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5(c) (2), (25) and (27), in that the resolution involves a local legislative decision concerning replacement of equipment in existing facilities, and as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

3rd RESOLVED, that the 2010 Adopted Capital Budget and Program be and they are hereby amended as follows:

Proj. No: 3240
 Project Title: Computer Aided Dispatch (CAD) Replacement and Integration with Existing Fire Rescue CAD System

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	<u>\$1,304,185</u>	<u>\$0</u>	<u>\$1,304,185</u>
TOTAL	\$1,304,185	\$0	\$1,304,185

Proj. No: 3111
 Project Title: Firearms Shooting Range, Safety Improvements

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	<u>\$0</u>	<u>\$300,000</u>	<u>\$0</u>
TOTAL	\$30,000	\$330,000	\$30,000

Proj. No: 3238
 Project Title: Replacement of Hauppauge Tower

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Planning Design & Supervision	<u>\$0</u> \$1,875,000	<u>\$100,500B</u> \$100,500	<u>\$0</u> \$0
TOTAL			

Proj. No: 3198
 Project Title: Purchase of Three Diesel Engines

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
5. Furniture and Equipment	<u>\$0</u>	<u>\$94,556B</u>	<u>\$0</u>
TOTAL	\$283,668	\$94,556	\$0

Proj. No: 7009

Project Title: Improvements to Campgrounds

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	<u>\$10,468,500</u>	<u>\$250,000B</u>	<u>\$0</u>
TOTAL	\$11,298,000	\$250,000	\$0

Proj. No: 5648
Project Title: Equipment for Public Transit Vehicles

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
5. Furniture and Equipment	<u>\$7,425,000</u>	<u>\$260,000B</u>	<u>\$0B</u>
TOTAL	\$7,975,904	\$260,000	\$0

Proj. No: 1765
Project Title: Renovation to Building 50 North County Complex Hauppauge

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	<u>\$700,000</u>	<u>\$800,000B</u>	<u>\$700,000</u>
TOTAL	\$825,000	\$800,000	\$700,000

Proj. No: 5539
Project Title: CR 7, Wicks Road Corridor Study and Improvements

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	<u>\$2,539,871</u>	<u>\$1,539,000</u>	<u>\$1,339,871</u>
TOTAL	\$4,371,871	\$1,539,000	\$1,339,871

and be it further

4th RESOLVED, that the proceeds of \$1,304,185 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP3240. 510 (Fund 001-Debt Service)	28	Computer Aided Dispatch (CAD) Replacement and Integration With Existing Fire Rescue CAD	\$1,304,185

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

Intro. Res. No. 1509 -2010
Introduced by Legislator Cooper

Laid on Table 4/27/10

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW NO.
-2010, A LOCAL LAW PROHIBITING CYBERSTALKING IN
SUFFOLK COUNTY**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on _____, 2010, a proposed local law entitled, "**A LOCAL LAW PROHIBITING CYBERSTALKING IN SUFFOLK COUNTY**" now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2010, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW PROHIBITING CYBERSTALKING IN SUFFOLK
COUNTY**

**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 stalking and harassment are serious crimes that frequently put victims in fear for their physical safety.

This Legislature also finds and determines that, traditionally, crimes of stalking and harassment are committed through the mail, on telephones or in close physical proximity to the victim.

This Legislature further finds and determines that, due to advances in technology, stalking and harassment are increasingly occurring through the use of the internet and perpetrators can obtain increased information regarding the whereabouts and activities of their victims at any given moment.

This Legislature finds that online stalking and harassment behaviors, now known as "cyberstalking", are repeated acts of non-physical harassment against adults which are transmitted by electronic means.

This Legislature also finds that cyberstalking can occur at any time, anywhere and can be perpetrated by individuals far away from the physical location of their victims, as it is perpetrated online and/or through text and picture messages on cellular phones and handheld devices.

This Legislature determines that cyberstalking has shown to cause significant psychological trauma to victims.

This Legislature also finds that cyberstalking behavior frequently escalates into off-line stalking and harassment, with victims frequently enduring harassing and repeated phone calls, threats, obscene mail, vandalism, trespassing and physical assault.

This Legislature further finds that the victims of cyberstalking suffer real and serious harm, including, but not limited to, anxiety, hyper-vigilance, nightmares, changed eating and sleeping habits, and fear for their safety.

This Legislature also determines that a few states have enacted laws criminalizing cyberstalking, but, to date, the New York State Legislature has failed to address this problem.

This Legislature further determines that Suffolk County should do everything in its power to protect its residents from such dangerous behavior which provides a gateway for the commission of further crimes.

Therefore, the purpose of this law is to prohibit the cyberstalking of adults in the County of Suffolk.

Section 2. Definitions.

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

“ADULT” shall mean any natural person or individual over the age of nineteen (19).

“CYBERSTALKING” shall mean engaging in a course of conduct or repeatedly committing acts of abusive behavior over a period of time, with the intent to coerce, intimidate, harass or cause substantial emotional distress to a person, and which serve no legitimate purpose, by communication or causing a communication to be sent by mechanical or electronic means, posting statements on the internet or through a computer network. Acts of abusive behavior shall include, but not be limited to, threatening; intimidating; tormenting; humiliating; disseminating embarrassing or sexually explicit photographs, either actual or modified, of a person without their permission; or disseminating the private, personal or sexual information of a person without their permission.

“PERSON” shall mean any natural person or individual.

Section 3. Prohibitions.

No person shall engage in cyberstalking against an adult in the County of Suffolk.

Section 4. Penalties.

Any person who knowingly violates the provisions of this article shall be guilty of an unclassified misdemeanor punishable by a fine of up to \$1,000 and/or up to one year's imprisonment.

Section 5. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

Section 6. Reverse Preemption.

This law shall be null and void on the day that statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this article, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Suffolk. The County Legislature may determine via mere resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.

Section 7. 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 8. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 9. Effective Date.

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Intro. Res. No. 1510 -2010
Introduced by Presiding Officer Lindsay

Laid on Table 4/27/10

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW NO.
-2010, A LOCAL LAW TO STRENGTHEN CITIZEN
PROTECTIONS AGAINST SEX OFFENDERS**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on _____, 2010, a proposed local law entitled, "**A LOCAL LAW TO STRENGTHEN CITIZEN PROTECTIONS AGAINST SEX OFFENDERS**" now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2010, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW TO STRENGTHEN CITIZEN PROTECTIONS
AGAINST SEX OFFENDERS**

**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 State of New York established a sex offender registry to assist law enforcement agencies and allow citizens to know when sex offenders are residing in their neighborhoods and communities.

This Legislature also finds that the County of Suffolk provided another layer of protection for its citizens by enacting Local Law 12-2006, which prohibits sex offenders from residing within one-quarter mile of any school, day-care center or playground.

This Legislature also finds that sex offenders sometimes establish transitory or permanent residence at hotels and motels and other guests of these establishments are unaware that they are living in close proximity to sex offenders.

This Legislature further determines that the County of Nassau amended its sex offender residency law to require sex offenders to disclose their sex offender status upon establishing residence at a hotel or motel. This law also requires hotels or motels to post a sign informing potential customers when one or more registered sex offenders are staying on premises.

This Legislature also finds that persons intending to stay at a hotel or motel in Suffolk County have a right to know if a sex offender is on premises so they can take appropriate action to protect themselves and their families.

Therefore, the purpose of this law is to require level 2 and 3 sex offenders to disclose their status when checking into a hotel or motel and to require hotels and motels to share this information with their guests by posting appropriate signage.

Section 2. Definitions.

“DOMICILE” – a person’s true, fixed, permanent home or fixed place of habitation.

“RESIDENCE” – the place where a person sleeps, which may include more than one location and may be mobile and transitory.

“HOTEL OR MOTEL” – any establishment regularly used to provide lodging for travelers and other paying guests.

“REGISTERED SEX OFFENDER” – a person who has been classified as a Level 2 or Level 3 sex offender and who is required to register with the New York State Division of Criminal Justice Services, or other agency having jurisdiction, pursuant to the provisions of Article 6-C of the NEW YORK CORRECTION LAW.

Section 3. Disclosure Requirements.

- A. Any registered sex offender shall notify the owner, manager or employee of a hotel or motel of his or her sex offender status at the time he or she establishes residence or domicile at said hotel or motel.
- B. A hotel or motel housing a registered sex offender shall be required to post a sign in a prominent and visible area behind their registration desk which informs potential customers or guests that there are one or more registered sex offenders staying on the premises. The lettering of the sign shall be in at least thirty-six point print.
- C. If a person is making a reservation via the internet or by telephone to stay at such hotel or motel, the hotel or motel shall inform the customer at such time that one or more sex offenders are staying on the premises.

Section 4. Penalties.

Any intentional violation of this law shall constitute a violation punishable by a fine not to exceed two hundred-fifty dollars (\$250). Each day in which a violation continues shall constitute a separate violation.

Section 5. Applicability.

This law shall apply to actions occurring on or after the effective date of this law.

Section 6. 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 7. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 8. Effective Date.

This law shall take effect on the sixtieth day (60) immediately subsequent to its filing in the Office of the Secretary of State.

[] Brackets denote deletion of existing language
___ Underlining denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\laws\l-strengthen protections from sex offenders

Intro. Res. No. 1511 -2010
Introduced by Legislator Romaine

Laid on Table 4/27/10

**RESOLUTION NO. -2010, DIRECTING THE DEPARTMENT
OF PUBLIC WORKS TO INSTALL A TRAFFIC SIGNAL ON
COUNTY ROAD 58**

WHEREAS, a new shopping center is being constructed by Lowe's Home Center, Inc. ("Lowe's") on County Road 58 in the Town of Riverhead; and

WHEREAS, the Lowe's site plan includes a new traffic signal at the shopping center's entrance on County Road 58 to ease traffic congestion and allow safe entry to the shopping center; and

WHEREAS, the Department of Public Works has received a copy of the final site plan and traffic study associated with this development project; and

WHEREAS, the Riverhead Town Board has passed a resolution supporting the installation of a new traffic signal at the Lowe's shopping center; and

WHEREAS, Lowe's has agreed to pay all costs associated with the construction of the traffic signal; and

WHEREAS, the Town of Riverhead has agreed to assume all maintenance and associated costs in connection with the operation of the traffic signal once it is installed; now, therefore be it

1st RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered and directed, pursuant to C8-2(W) of the SUFFOLK COUNTY CHARTER, to take all steps necessary to install a traffic signal on County Road 58 in accordance with the final site plan submitted by Lowe's Home Center, Inc.; and be it further

2nd 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 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:

s:\res\r-traffic signal CR58

**PROCEDURAL RESOLUTION NO. 6 -2010, TO SET A
PUBLIC HEARING REGARDING THE AUTHORIZATION
FOR APPROVAL OF LICENSE FOR FIRE ISLAND WATER
TAXI, LLC**

WHEREAS, FIRE ISLAND WATER TAXI, LLC, has applied to the Suffolk County Legislature, by a Petition dated and verified March 31, 2010, pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law and Local Law No. 7 of 1982 of Suffolk County, for the approval of a passenger and freight ferry license and franchise for its existing service between Bay Shore, Sayville, and Patchogue and the Fire Island communities of Fire Island Lighthouse, Captree and Robert Moses Boat Basins, Kismet, the Incorporated Village of Saltaire, Fair Harbor, Dunewood, Atlantique, the Incorporated Village of Ocean Beach, Seaview, Ocean Bay Park, Point O' Woods Association, Sailor's Haven, Water island, Barrett Beach, Cherry Grove, Fire Island Pines and Davis Park, Watch Hill Marina, both express and local service, with intermittent stops among said communities and Villages, all of which lie within the County of Suffolk, at approved rates, to March 15, 2014; now, therefore be it

1st RESOLVED, that consideration of the Petition of the Fire Island Water Taxi, LLC for the purpose of publication of the notice required by the Suffolk County Legislature, the Public Hearing on this Petition shall be held at the regular meeting of the Suffolk County Legislature on May 11, 2010, at 2:30 p.m. at the William H. Rogers Legislature Building, 725 Veterans Memorial Highway, Hauppauge, New York; and be it further

2nd RESOLVED, that pending the consideration of this Petition and the Public Hearing, the Petition be and is hereby referred to the Public Works and Transportation Committee for its consideration and recommendation to the Suffolk County Legislature.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §2-15(A) OF THE SUFFOLK COUNTY
CHARTER

s:\procedural resolutions\motion-ph-fire-island-water-taxi-license

**PROCEDURAL RESOLUTION NO. 7 -2010, TO SET A
PUBLIC HEARING REGARDING THE AUTHORIZATION
FOR APPROVAL TO ALTER RATES FOR FIRE ISLAND
WATER TAXI, LLC**

WHEREAS, FIRE ISLAND WATER TAXI, LLC, has applied to the Suffolk County Legislature, by a Petition dated and verified March 31, 2010, pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law and Local Law No. 7 of 1982 of Suffolk County, for the alteration of ferry rates for the regularly scheduled service between Bay Shore, Sayville, and Patchogue and the Fire Island communities of Fire Island Lighthouse, Captree and Robert Moses Boat Basins, Kismet, the Incorporated Village of Saltaire, Fair Harbor, Dunewood, Atlantique, the Incorporated Village of Ocean Beach, Seaview, Ocean Bay Park, Point O' Woods Association, Sailor's Haven, Water Island, Barrett Beach, Cherry Grove, Fire Island Pines and Davis Park, Watch Hill Marina, now, therefore be it

1st RESOLVED, that consideration of the Petition of the Fire Island Water Taxi, LLC for the purpose of publication of the notice required by the Suffolk County Legislature, the Public Hearing on this Petition shall be held at the regular meeting of the Suffolk County Legislature on June 8, 2010, at 2:30 p.m. at the William H. Rogers Legislature Building, 725 Veterans Memorial Highway, Hauppauge, New York; and be it further

2nd RESOLVED, that pending the consideration of this Petition and the Public Hearing, the Petition be and is hereby referred to the Public Works and Transportation Committee for its consideration and recommendation to the Suffolk County Legislature.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §2-15(A) OF THE SUFFOLK COUNTY
CHARTER

s:\procedural resolutions\motion-ph-fire-island-water-taxi-license

**PROCEDURAL RESOLUTION NO. 8-2010, AUTHORIZING
AN ADDITIONAL APPRAISAL FOR THE JOHN J. FOLEY
SKILLED NURSING FACILITY**

WHEREAS, the County Executive has proposed a local law authorizing the sale of the John J. Foley Skilled Nursing Facility ("Foley Facility"), its property and assets to Kenneth Rozenberg, d/b/a/ Foley Land LLC and Foley Operating LLC; and

WHEREAS, an appraisal has been performed to determine the value of the Foley Facility; and

WHEREAS, before proceeding with the sale of this valuable County asset, it would be prudent to conduct a second appraisal of the Foley Facility; now, therefore be it

1st RESOLVED, that the Presiding Officer of the Suffolk County Legislature is hereby authorized, empowered and directed to identify and select a consultant to appraise the Foley Facility and its assets; and be it further

2nd RESOLVED, that the Office of the Presiding Officer shall comply with the procurement procedures set forth in § 708 of the SUFFOLK COUNTY CODE; and be it further

3rd RESOLVED, that the Presiding Officer of the Suffolk County Legislature is authorized, empowered and directed to enter into a contract with a consultant to perform the Foley appraisal and the amount of said contract shall not exceed Ten Thousands Dollars (\$10,000.00) to be paid from 001-1025-456-fees for services.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §2-15(A) OF THE SUFFOLK COUNTY
CHARTER

Introduced by Presiding Officer Lindsay

LOT 4/27/10

**MOTION NO. 9 – 2010, PROCEDURAL RESOLUTION
AUTHORIZING FUNDING FOR COMMUNITY SUPPORT
INITIATIVES (PHASE II)**

WHEREAS, funds are included in the 2010 Operating Budget (001-LEG-1012-4981) to supplement county services via non-profit organizations; and

WHEREAS, pursuant to Resolution No. 1054-2007, this Legislature is administering these “Community Support Initiatives”; now, therefore be it

1st RESOLVED, that the Presiding Officer is hereby authorized to enter into agreements with the following contract agencies for the amounts indicated:

AGENCY	SPONSOR	AMOUNT
Babylon Breast Cancer Coalition	Horsley	\$3,000
Community Family Literacy Project, Inc.	Browning	\$2,500
Friends of the Retired Senior Volunteer Program	Browning	\$1,000
Interfaith Nutrition Network-Rocky Point Invited INN	Losquadro	\$2,000
Keep Islip Clean, Inc.	Barraga	\$5,000
Long Island Cares, Inc.	Eddington	\$2,000
Middle Island United Church of Christ	Losquadro	\$1,000
Montauk Village Association	Schneiderman	\$1,000
Moriches Community Center, Inc.	Browning	\$1,000
Mount Sinai Athletic Booster Club	Losquadro	\$1,000
Mount Sinai Heritage Trust	Losquadro	\$1,000
Pilot International	Horsley	\$1,500
PRONTO	Cilmi	\$1,000
Sound Beach Civic Association	Losquadro	\$1,000
Southampton Day Care Center-Fountain of Youth	Schneiderman	\$1,500
St. Mark's Episcopal Church	Cilmi	\$1,000
St. Frances Cabrini Seniors	Losquadro	\$1,000
Suffolk County Council, Inc., Boy Scouts of America	Browning	\$1,000
Suffolk County Council Inc., Boy Scouts of America	Losquadro	\$1,000
Suffolk County United Veterans Halfway House Project, Inc.	Browning	\$1,000
Suffolk County United Veterans Halfway House Project, Inc.	Eddington	\$2,000
The Sunshine Center, Inc.	Browning	\$2,000
Victims Information Bureau of Suffolk, Inc.	Eddington	\$5,000

and be it further

2nd RESOLVED, that funding for this purpose shall be expended from Fund 001-LEG-1012-4981.

DATED:

Introduced by Presiding Officer Lindsay

PROCEDURAL MOTION 10 –2010, APPROVING PARTIAL SETTLEMENT OF MTBE LITIGATION WITH DEFENDANT GETTY PROPERTIES

WHEREAS, Procedural Motion No. 4-2001, authorized the retention of a law firm to take legal action against oil companies, refineries and other responsible parties to compel the clean up of Methyl Tertiary Butyl Ether (“MTBE”) contamination of Suffolk County water supplies or recover reimbursement for damages/costs associated with the MTBE contamination; and

WHEREAS, Weitz and Luxenberg, 180 Maiden Lane, New York, NY, was selected to bring the appropriate legal actions on behalf of the County of Suffolk pursuant to Procedural Motion No. 6-2001; and

WHEREAS, Procedural Motion No. 9-2006 authorized the retention of Baron and Budd, P.C., 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, as co-counsel in the MTBE litigation; and

WHEREAS, Weitz and Luxenberg initiated an action on behalf of the County of Suffolk in federal district court against numerous oil companies and refineries claiming damages arising from the contamination of water supplies by MTBE and Tertiary Butyl Alcohol (“TBA”); and

WHEREAS, the County’s case is part of the Multi-District Litigation caption, *In re Methyl Tertiary Butyl Ethel (MTBE) Products Liability Litigation*, Master File No., 1:00-1898, MDL1358 (SAS), M21-88 (S.D.N.Y.); and

WHEREAS, several procedural motions have approved partial settlements of the County’s MTBE litigation with various named defendants; and

WHEREAS, outside counsel has now recommended accepting a settlement with Getty Properties under which the County of Suffolk will be paid an additional \$7,150.00 from which attorneys fees and expenses will be paid; now, therefore be it

1st RESOLVED, that a settlement of the County’s MTBE claim against Getty Properties, *In re Methyl Tertiary Butyl Ether (MTBE) Products Liability Litigation*, as described herein, is approved; and be it further

2nd RESOLVED, that the Presiding Officer of the Suffolk County Legislature and Counsel to the Suffolk County Legislature are hereby authorized to execute such documents as may be necessary to effectuate such settlement.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §A2-15(A) OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE