Introduced by Presiding Officer Lindsay Laid on Table 6/21/11

MOTION NO. 18–2011, PROCEDURAL RESOLUTION AUTHORIZING FUNDING FOR COMMUNITY SUPPORT INITIATIVES (PHASE V)

WHEREAS, funds are included in the 2011 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
All Faith Soccer League, Inc.		Browning		$1,000
AmVets Post 18		Cilmi		$2,000
Bellport, Hagerman, East Patchogue Alliance		Browning		$1,000
Bellport Youth Football		Browning		$1,000
Bohemia Historical Society		Cilmi		$1,000
East Islip Main St. Restoration Project		Cilmi		$1,000
Eugene Auer PTA		Muratore		$1,000
Friends of Karen		Gregory		$1,000
Hawkins Path PTA		Muratore		$1,000
Huntington Community First Aid Squad		D'Amaro		$1,000
Island Harvest		Montano		$2,000
Island Senior Citizen's Orchestra, Inc.		Browning		$1,000
Islip Children's Endowment Fund		Cilmi		$1,000
Kids for Kids Productions		Muratore		$1,000
Knights of Columbus		Horsley		$2,000
LI 2 Day Walk to Fight Breast Cancer, Inc.		Cilmi		$1,000
Marine Corps League, SC Detachment, Inc.		Cilmi		$1,000
New Lane Memorial Elementary PTA		Muratore		$1,000
Parents for Megan's Law, Inc.		Nowick		$1,000
Quogue School PTA		Schneiderman		$2,000
Southampton Day Care Center/Fountain of Youth		Schneiderman		$1,500
St. Joseph's Outreach		Kennedy		$4,000
St. Martin of Tours Knights of Columbus		Gregory		$1,000
St. Mary's Episcopal Church		Kennedy		$1,000
St. Mary's Parish Social Ministry		Cilmi		$1,000
Suffolk County Coalition Against Domestic Violence		Cilmi		$1,000

Suffolk County United Veterans, Inc.		Cilmi		$1,000
The Mental Health Association		Viloria-Fisher		$1,000
West Babylon Alumni Foundation		Horsley		$1,000

and be it further

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

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO SECTION 2-15 OF THE SUFFOLK COUNTY CHARTER

Introduced by Presiding Officer Lindsay Laid on Table 6/21/11

PROCEDURAL RESOLUTION NO. 19 –2011, TO AUTHORIZE AMENDMENTS TO CONTRACT WITH HUDSON RIVER ENERGY GROUP

WHEREAS, by Procedural Motion No. 5-2008, this Legislature hired Hudson River Energy Group to assist Reilly, Like & Tenety in prosecuting a lawsuit against LIPA, and approved $45,000 for their services; and

WHEREAS, Procedural Motion No. 26-2008 approved an additional $28,500 for the Hudson River agreement; and

WHEREAS, the Hudson River agreement was never amended to reflect the higher authorized amount; and

WHEREAS, Hudson River has submitted invoices for work performed in 2009; and

WHEREAS, it is necessary to amend the Hudson River contract; now, therefore be it

1st **RESOLVED**, that this Legislature hereby authorizes the Presiding Officer to execute an amendment to the contract with the Hudson River Energy Group, dated June 30, 2008, to reflect the additional $28,500 in funding authorized by Procedural Motion No. 26-2008 (for a total of $73,800) and to extend the term of said agreement through December 31, 2009.

DATED:

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

s:\procedural resolutions\pm-amend-hudson-river-energy-group

1601

Intro. Res. No. -2011 Laid on Table 6/21/2011
Introduced by Legislator Eddington

RESOLUTION NO. –2011, AUTHORIZING CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 398-2011

WHEREAS, Resolution No. 398-2011 appropriated funding for the ShotSpotter® Gunshot Location System in North Bellport; and

WHEREAS, it is necessary to make a technical correction to Resolution No. 398-2011; now, therefore be it

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

Resolution No. 398-2011

1. In the 6th RESOLVED change the appropriations:

FROM:

FD	AGY	UNIT	ACT	OBJ	UNIT NAME	AMOUNT
115	POL	3282	0000	4560	ShotSpotter® Gunshot Location System	$120,000
115	POL	3213	0000	4560	ShotSpotter® Gunshot Location System – North Bellport	$80,000

TO:

FD	AGY	UNIT	ACT	OBJ	UNIT NAME	AMOUNT
115	POL	3213	0000	4560	ShotSpotter® Gunshot Location System – North Bellport	$200,000

and be it further

2nd RESOLVED, that the moneys appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding the ShotSpotter® Gunshot Location System in North Bellport.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

T:\BRO\technical correction Res 398-11 ShotSpotter.docx

1602

Intro. Res. No. -2011 Laid on Table 6/21/2011
Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS (CP 5200)

WHEREAS, dredging is needed at Grand Canal in Oakdale; and

WHEREAS, sufficient funds are not included in the 2011 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 another capital project; and

WHEREAS, this Legislature, by resolution of even date herewith, has authorized the issuance of $200,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2011 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of 38 is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd RESOLVED, that the 2011 Capital Budget and Program be and is hereby amended as follows:

Project Number: 1755
Project Title: Infrastructure Improvements for Traffic and Public Safety and Public Health

Cost Elements	Total Estimated Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
3. Construction	$1,850,000B	$1,900,000B	$1,850,000
TOTAL	$1,850,000	$1,900,000	$1,850,000

Project Number: 5200
Project Title: Dredging of County Waters

Cost Elements	Total Estimated Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
1. Planning, Design, & Supervision	$3,490,000B	$150,000B	$200,000B

TOTAL	$33,270,000	$1,650,000	$1,700,000

and be it further

3rd RESOLVED, that the proceeds of $200,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-5200.118	50	Dredging of County Waters- Grand Canal, Oakdale	$200,000

and be it further

4th RESOLVED, that the County Comptroller and the County Treasurer are hereby authorized and empowered to take all steps necessary and appropriate to effectuate the transfer of this funding forthwith; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (18), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

T:\BRO\Grand Canal.docx

1603

Intro. Res. No. -2011 Laid on Table 6/21/11

Introduced by Legislator Schneiderman

RESOLUTION NO. -2011, AUTHORIZING TRANSFER OF SURPLUS BLACKBERRY MOBILE DEVICES TO THE RETREAT, INC.

WHEREAS, the Suffolk County Department of Information Technology has submitted to the Purchasing Department a list of surplus blackberry mobile devices which have been declared surplus; and

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

WHEREAS, the Retreat, Inc., has requested the donation of fifteen (15) blackberry mobile devices 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 Information Technology 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:	ID NUMBER
The Retreat, Inc.	CVBN0078571
13 Goodfriend Drive	CVBN0078940
East Hampton, NY 11937	CVBN0078945
Contact Person: Jennifer Palmer	CVBN0026739
631-329-4398	CVBN0026740
	001603506282580
	0C4E5C65
	0C4E5C98
	0C4E6E36
	0C435ADF
	0C442F65
	0C4E7015
	0C442E40
	0C4E59B9
	A000001 5A1BC07

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-surplus-blackberry-information-tech-the-retreat

1604

Intro. Res. No. -2011 Laid on Table 6/21/11

Introduced by Legislator Romaine

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO BAN THE SALE OF FUEL GEL IN SUFFOLK COUNTY ('MICHAEL'S LAW")

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW TO BAN THE SALE OF FUEL GEL IN SUFFOLK COUNTY ("MICHAEL'S LAW")**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO BAN THE SALE OF FUEL GEL IN SUFFOLK COUNTY ("MICHAEL'S LAW")

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 Suffolk County residents enjoy recreating and relaxing outdoors during the warm weather months.

This Legislature also finds and determines that some County residents have purchased outdoor fire pits, fireplaces, and firepots to provide warmth and light when enjoying their patios or yards.

This Legislature further finds and determines that many of these products can use alcohol-based fuel in a pourable gelatinous form, commonly known as fuel gel.

This Legislature finds that the properties of fuel gel are such that, as the amount of gel remaining decreases, it becomes difficult to determine if the substance is still burning. There is no wick in these products; the entire surface of the gel burns.

This Legislature determines that several accidents have occurred recently, including two in New York, where containers holding fuel gel have exploded as people attempt to refill a holder that appears to be unlit.

This Legislature also finds that these accidents have caused serious, life-threatening injuries.

This Legislature further finds that Michael Hubbard is a 14 year old resident of Riverhead who was severely injured on May 28, 2011 when a relative attempted to refill a firepot with fuel gel. The firepot and the container of fuel gel that was being used to refill it both exploded, covering Michael in burning fuel gel. Michael remains hospitalized, fighting for his life with severe burns and related organ failure.

This Legislature also determines that fuel gel is difficult to remove from any surface, including human skin, increasing the risk of injury and the severity of such injuries.

This Legislature further determines that fuel gel is also difficult to extinguish. Conventional methods of fire extinguishing, such as smothering the fire or rolling on the floor or ground, are not as effective on fires involving fuel gel, as the burning gel simply sticks to any surface it contacts and ignites it.

This Legislature finds that the properties of fuel gels make them a serious risk to the health and safety of the residents of Suffolk County. Such products should be banned from sale in the County as a means of protecting the health, safety and welfare of all County residents.

Therefore, the purpose of this law is to ban the sale of fuel gel in the County of Suffolk.

Section 2. Definitions.

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

"FUEL GEL" shall mean any semi-solid, pourable gelatinous material containing ethyl alcohol or isopropyl alcohol manufactured for use in outdoor fire pits, fireplaces, or firepots.

"PERSON" shall mean any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business of any kind.

Section 3. Prohibition.

No person shall sell or offer for sale fuel gel in the County of Suffolk.

Section 4. Penalties.

Violation of this law shall be punishable by a civil fine of up to five hundred dollars ($500) for a first violation, with subsequent violations punishable by a fine of up to one thousand dollars ($1,000).

Section 5. Enforcement.

This law shall be enforced by the Department of Consumer Affairs.

Section 6. Authority to Promulgate Rules and Regulations.

The Commissioner of the Suffolk County Department of Consumer Affairs is hereby authorized and empowered to promulgate such rules and regulations as he or she deems necessary to implement this law.

Section 7. Applicability.

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

Section 8. 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 9. 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 10. Effective Date.

This law shall take effect on the ninetieth (90th) day immediately subsequent to filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-ban sale fuel gel

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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(631) 853-4415 (FAX)

DATE: **June 17, 2011**

TO: **CLERK OF THE COUNTY LEGISLATURE**

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: **I.R. NO. -2011; A LOCAL LAW TO BAN THE SALE OF FUEL GEL IN SUFFOLK COUNTY ("MICHAEL'S LAW")**

SPONSOR: **LEGISLATOR ROMAINE**

DATE OF RECEIPT BY COUNSEL: 6/16/11 **PUBLIC HEARING:** 8/2/11

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

This proposed local law would prohibit the sale of fuel gel[1] in Suffolk County. This law will be enforced by the Department of Consumer Affairs.

Violation of this law will be punishable by a civil fine of up to five hundred dollars ($500.00) for a first offense. Subsequent violations will be punishable by a civil fine of up to one thousand dollars ($1,000.00).

This law will take effect ninety (90) days after its filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-fuel gel

[1] "Fuel gel" is defined as "any semi-solid, pourable gelatinous material containing ethyl alcohol or isopropyl alcohol manufactured for use in outdoor fire pits, fireplaces or firepots."

1605
Intro. Res. No. -2011 Laid on Table 6/21/11
Introduced by Legislators Montano and Romaine

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO EXTEND PROMPT PAYMENT POLICY TO ATTORNEYS PROVIDING SERVICES PURSUANT TO ARTICLE 18-B OF NEW YORK COUNTY LAW

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW TO EXTEND PROMPT PAYMENT POLICY TO ATTORNEYS PROVIDING SERVICES PURSUANT TO ARTICLE 18B OF THE NEW YORK STATE COUNTY LAW**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO EXTEND PROMPT PAYMENT POLICY TO ATTORNEYS PROVIDING SERVICES PURSUANT TO ARTICLE 18B OF THE NEW YORK STATE COUNTY LAW

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 County of Suffolk has enacted local laws to ensure its vendors are paid in a reasonably prompt manner.

This Legislature finds that Local Law No. 2-2008 established a County policy to pay child care providers in a prompt manner.

This Legislature further finds that Local Law No. 41-2010 established a County policy to pay not-for-profit contract agencies promptly.

This Legislature finds that Suffolk County is obligated to have a plan to provide counsel to persons charged with a crime or who are entitled to counsel pursuant to certain sections of the Family Court Act, the Corrections Law, the Surrogate's Court Procedure Act and the Mental Hygiene Law.

This Legislature further finds that the County of Suffolk contracts with an administrator to screen attorneys for the 18-B panel. Judges select the attorneys who will be assigned to these cases. The 18-B attorneys do not submit their vouchers for payment until the case they are handling is concluded.

This Legislature determines that a judge reviews the attorney's voucher before it is sent to the 18-B program administrator.

This Legislature further finds that 18-B attorneys can wait for up to a full year after submitting their vouchers to receive payment from the County.

This Legislature also determines that Suffolk County government, like any person or entity, has an obligation to pay its debts in a reasonably timely manner and the failure to do so is inexcusable.

Therefore, the purpose of this law is to extend the County's prompt payment policy to attorneys providing services pursuant to Article 18-B of New York State County Law.

Section 2. Definitions.

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

COUNTY – the County of Suffolk and any department, office, or agency of Suffolk County government.

PROPER INVOICE – a written request for payment that is submitted by an attorney setting forth services delivered or rendered pursuant to Article 18-B of the New York State County Law, as well as the price for said services, such form and supported by such other documentation as the County of Suffolk may require.

RECEIPT OF INVOICE – the date on which a proper invoice is actually received.

SET-OFF – a reduction by the County of payment due to an attorney by an amount equal to the amount of an unpaid legally enforceable debt owed by the attorney to the County.

Section 3. Prompt Payment Policy.

A. Notwithstanding the provisions of any other law to the contrary, the County shall make payment for services rendered by an attorney pursuant to Article 18-B of the New York State County Law within sixty (60) days of the 18-B program administrator's receipt of invoice. Should the County fail to make payment by the required payment date, the County shall make an interest payment to the affected attorney on the amount of the payment due. Interest shall be computed at the rate equal to the overpayment rate set by the New York State Commissioner of Taxation and Finance pursuant to subsection (e) of section one thousand ninety-six of NEW YORK STATE TAX LAW.

B. The County shall not be required to make payment within sixty (60) days of receipt of invoice when:

    1. The necessary appropriation required to authorize payment has not been enacted;

    2. The County is entitled to a set-off against the invoice amount;

    3. Statutory or contractual provisions, if any, make payment within 60 days impossible; or

    4. Some or all of the invoice amount must be withheld to satisfy claims, liens or judgments against the attorney; any remaining amount due to the attorney shall be paid within 60 days of receipt of invoice.

C. The County or the 18-B Program Administrator may, within fifteen (15) days after receipt of invoice, notify an attorney of defects in the delivered services; defects in the invoice; or other suspected improprieties. The existence of such defects or improprieties shall toll the commencement of the time period specified in subsection (A) of this section. If the County or Program Administrator fails to provide reasonable grounds for its contention that a defect or impropriety exists, the date by which payment must be made in order for the County not to become liable for interest payments shall be calculated from the date of receipt of invoice.

Section 4. Applicability.

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

Section 5. 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 6. 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 7. Effective Date.

This law shall take effect January 1, 2012.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-prompt payment 18b attorneys

1605

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
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P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: **JUNE 17, 2011**

TO: **CLERK OF THE COUNTY LEGISLATURE**

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: **I.R. NO. -2011; A LOCAL LAW TO EXTEND PROMPT PAYMENT POLICY TO ATTORNEYS PROVIDING SERVICES PURSUANT TO ARTICLE 18-B OF NEW YORK COUNTY LAW**

SPONSOR: **LEGISLATORS MONTANO AND ROMAINE**

DATE OF RECEIPT BY COUNSEL: 6/17/11 **PUBLIC HEARING:** 8/2/11

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

This proposed law would establish a prompt payment policy for attorneys providing services pursuant to Article 18-B of NEW YORK COUNTY LAW. [1]

Specifically, this law would require the County to pay 18-B attorneys for services rendered within 60 days of the 18-B program administrator's receipt of proper invoice. If the County fails to make payment in a timely manner, the County will be responsible to pay interest, computed at the rate set by the New York State Commissioner of Taxation and Finance pursuant to §1096(e) of NEW YORK STATE TAX LAW.

This law, if enacted, will take effect on January 1, 2012.

GEORGE NOLAN
Counsel to the Legislature

GN:mjk

s:\rule28\28-prompt-payment-18b-attorneys

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[1] Suffolk County is obligated to have a plan to provide counsel to persons charged with a crime or who are entitled to counsel pursuant to certain sections of the Family Court Act, Corrections Law, the Surrogate's Court Procedure Act and the Mental Hygiene Law.

1606

Intro. Res. No. 2011 Laid on Table 6/21/11

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING $135,933 IN FEDERAL PASS THROUGH GRANT FUNDS FROM THE NYS DEPARTMENT OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION FOR THE S.T.O.P. VIOLENCE AGAINST WOMEN ACT PROGRAM WITH 100% SUPPORT

WHEREAS, The New York State Division of Criminal Justice Services has awarded to Suffolk County $135,933 in federal funds under the STOP Violence Against Women Act Grant Program for the period 08/01/10 – 07/31/11; and

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

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

WHEREAS, grant funds totaling $117,752 and grant revenue totaling $111,646 have already been included in the 2011 Operating Budget; and

WHEREAS, grant funds totaling $18,161 has been provided to include Brighter Tomorrows as a contract agency which has not been included in the 2011 operating budget and $24,287 in grant revenue has not been included in the 2011 Operating Budget; now therefore be it

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

REVENUES:	AMOUNT
001-4320 Federal Aid: Criminal Justice Programs	$24,287

ORGANIZATIONS

Suffolk County Probation Department
DCJS SVAW ACT
001-PRO-3178

4000-Contractual	AMOUNT

4980-XXXX – Brighter Tomorrows $18,161

2nd **RESOLVED,** that the County Executive be and herby is authorized to assign activity (pseudo) codes to the Probation Department; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1606

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING $135,933 IN FEDERAL PASS THROUGH GRANT FUNDS FROM THE NYS DEPARTMENT OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION FOR THE S.T.O.P. VIOLENCE AGAINST WOMEN ACT PROGRAM WITH 100% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)

County	**Town**	**Economic Impact**
Village	**School District**	**Other (Specify):**
Library District	**Fire District**	

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

This resolution provides $135,933 for the STOP Violence Against Women Act Program, $117,752 of which have already been appropriated in the 2011 Operating Budget.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

This grant must be expended between August 1, 2010 and July 31, 2011.

8. Proposed Source of Funding

New York State Division of Criminal Justice

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		6-16-2011

FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1606

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$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		**$0.00**		$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 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1606

CRIMINAL JUSTICE COORDINATING COUNCIL

STEVE LEVY
Suffolk County Executive

GERARD J. COOK
Director

5/9/2011

Ken Crannell
Deputy County Executive

Enclosed please find 2 copies of a resolution packet prepared by the Suffolk County CJCC to accept grant funding from the NYS Division of Criminal Justice Services for the STOP Violence Against Women Act Grant Program for the period 08/01/10 – 07/31/11. A copy of the grant award is included. Please feel free to contact me at 2-6825 if you have any questions.

Thank you.

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

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

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

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1606

1. Type of Legislation

Resolution __X__ Local Law____ Charter Law____

2. Title of Proposed Legislation

To appropriate an additional $13,211 of 100% Federal Pass-Through funds from the NYS Division of Criminal Justice Services to the Suffolk County Department of Probation for the Stop Violence Against Women Grant Program.

3. Purpose of Legislation

To appropriate an additional $13,211 of 100% Federal Pass-Through funds from the NYS Division of Criminal Justice Services to the Suffolk County Department of Probation for the Stop Violence Against Women Grant Program and Add Brighter Tomorrows as a contract agency to the project. These funds and Brighter tomorrows, were not included in the Suffolk County 2011 Operating Budget.

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes___ No _X___**

5. If the answer to item 5 is "yes", on what will it impact? **(Circle appropriate category)**

County	Town	Economic Impact
Village	School District Other (Specify):	
Library District	Fire District	

6. If the answer to item 5 is "yes", provide Detailed Explanation of Impact

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision

None to the County. 100% grant funds for program expenses.

8. Proposed Source of Funding

Federal Aid Revenue

9. Timing of Impact Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Robert C. Marmo, Ph.D. Chief Planner, CJCC		May 6, 2011

1606

STATE AGENCY Division of Criminal Justice Services 4 Tower Place Albany, NY 12203	NYS COMPTROLLER'S NUMBER: C543644 (Contract Number) ORGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAMS: Violence Against Women DCJS NUMBERS: VW10543644 CFDA NUMBERS: 16.588
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000	INITIAL CONTRACT PERIOD: FROM 08/01/2010 TO 07/31/2011 FUNDING AMOUNT FROM INITIAL PERIOD: $135,933.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT _X_ APPENDIX A Standard Clauses required by the Attorney General for all State contacts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan ___ APPENDIX F Guidlines for the Control and Use of Confidential Funds ___ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment ___ Other (identify)

IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

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:

BY: Mr. Ed Dumas , Chief Deputy County Executive for Policy and Communications Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract **Violence Against Women**

Project No. **Grantee Name**

VW10-1125-E00 Suffolk County 03/24/2011

AGREEMENT

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

WITNESSETH:
WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;
NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:
I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.
To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.
V. Property
Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.
VI Safeguards for Services and Confidentiality
A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract **Violence Against Women**

Project No.	**Grantee Name**	
VW10-1125-E00	Suffolk County	03/24/2011

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at http://criminaljustice.state.ny.us/ofpa/forms.htm. (rev)June, 2006

Certified by - on

Award Contract **Violence Against Women**

Project No.	**Grantee Name**	
VW10-1125-E00	Suffolk County	03/24/2011

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

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

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

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

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

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

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

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

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

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

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

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

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

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

8. Budget amendments are governed as follows:

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

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

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

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

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

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

A. The rate for a consultant should not exceed $450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.
B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

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

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

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

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

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
5. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than $500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

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

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

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

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

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

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

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

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

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

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

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

Calendar quarters, for the purposes of making program progress reports, shall be as follows:
Calendar Quarter; Report Due
January 1 - March 31; May 15
April 1 - June 30; August 15
July 1 - September 30; November 15
October 1 - December 31; February 15

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

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the

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

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

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

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

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

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

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

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).
B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

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

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

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the

Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

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

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

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

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

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

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Award Contract **Violence Against Women**

Project No. **Grantee Name**

VW10-1125-E00 Suffolk County 03/24/2011

APPENDIX B - Budget Summary by Participant

Suffolk County
Suffolk County Probation Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Bilingual Counselor (Retreat) 20.6% of $20,085 annual salary	1	$4,138.00	$4,138.00	$4,138.00	$0.00
2	Court Coordinator/Advocate (SCCADV) 78% of $ $34,671 FTE annual salary	1	$27,000.00	$27,000.00	$27,000.00	$0.00
3	Bilingual Counselor (VIBS) 10% of $40,733 FTE	1	$4,073.00	$4,073.00	$4,073.00	$0.00
4	SANE Director (VIBS) 85% of $48,182 FTE annual salary	1	$40,955.00	$40,955.00	$40,955.00	$0.00
5	Advocate (Retreat) 49.4% of $40,000 annual salary	1	$19,769.00	$19,769.00	$19,769.00	$0.00
6	Counselor (Retreat) 21% of $36.036 annual salary	1	$4,593.00	$4,593.00	$4,593.00	$0.00
7	Advocate (VIBS) 15% of $34,410 FTE annual salary	1	$5,162.00	$5,162.00	$5,162.00	$0.00

8	Advocate (Brighter Tomorrows) approx. 17 hrs wk @ $15.92 per hr	1	$14,506.00	$14,506.00	$14,506.00	$0.00
9	SANE on call (VIBS) $5 per hr for approx 658 hrs.	1	$3,290.00	$3,290.00	$3,290.00	$0.00
	Total			$123,486.00	$123,486.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Advocate (Brighter Tomorrows) 19%	1	$2,755.00	$2,755.00	$2,755.00	$0.00
2	SANE Director (VIBS) 9.55%	1	$3,911.00	$3,911.00	$3,911.00	$0.00
	Total			$6,666.00	$6,666.00	$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Panic Alarms (number to be determined)	1	$4,881.00	$4,881.00	$4,881.00	$0.00
	Total			$4,881.00	$4,881.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Accounting (Brighter Tomorrows) 5% of grant	1	$900.00	$900.00	$900.00	$0.00
	Total			$900.00	$900.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$135,933.00	$135,933.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$135,933.00	$135,933.00	$0.00

Award Contract **Violence Against Women**

Project No. **Grantee Name**

VW10-1125-E00 Suffolk County 03/24/2011

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

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

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.state.ny.us/ofpa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix

B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (http://caselaw.lp.findlaw.com/nycodes/c113/a19.html). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

-Detailed Itemization of Personal Service Expenditures
-Detailed Itemization of Non-Personal Service Expenditures
-Detailed Itemization of Consultant Expenditures
-Expert witness agreement and supporting documentation
-Voucher and Fiscal Cost Report signed
-Written documentation of all required DCJS prior approvals as follows:
-DCJS approval of non-competitive consultant.
-DCJS approval of non-competitive vendor for services.
-DCJS approval of consultant services reimbursement greater than $450 per eight hour day.
-DCJS approval of change to Personal Services by more than 10 percent.
-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
-DCJS approval to subaward to another organization.
-DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
-DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
-DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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Certified by - on

Award Contract **Violence Against Women**

Project No.	**Grantee Name**	
VW10-1125-E00	Suffolk County	03/24/2011

APPENDIX D - Work Plan

Goal

The goals for this project are: 1) to mobilize public and private resources to reduce the incidence of violence against women, especially in the forms of sexual assault and domestic violence; and 2) to enhance services to victims of sexual and domestic violence, improving the chances that victims will cooperate with prosecution against assailants and promoting recovery from trauma. Special focus will be given to the under-served communities and populations.

Objective #1

VIBS will enhance sexual assault victim treatment to improve victim cooperation, evidence collection and victim support; and increase the number of cases in which criminal prosecutions are pursued.

Task #1 for Objective #1

VIBS will maintain an operational Sexual Assault Examiner (SAE) project at: Good Samaritan Hospital, Peconic Bay Medical Center, and Stony Brook University Hospital.

#	Performance Measure
1	Number of trained SAE examiners.
2	Number of Department of Health certified SAE examiners.
3	Number of sexual assault exams performed.
4	Number of sexual assault kits used.
5	Number of sexual assault kits turned over to law enforcement.
6	Number of Drug Facilitated Sexual Assault (DFSA) kits used.
7	Number of DFSA kits turned over to law enforcement.
8	Number of victims presenting who declined an exam.
9	Number of victims who could not be served.
10	Description of protocol used to ensure victims received a SAE exam (e.g., on-call, existing ER staff, rotation, etc.)
11	Number of exams performed by SAEs vs. non-SAE examiner (if information is available).

Task #2 for Objective #1

VIBS will provide support for the sexual assault victim by involving the Rape Crisis Center from initial contact with victim through prosecution.

#	Performance Measure
1	Number of sexual assault examinations performed with a rape crisis counselor present.
2	Number of police reports with a rape crisis counselor present.
3	Number of follow-up visits with a rape crisis counselor.
4	Number of LE/DA interviews with a rape crisis counselor present.
5	Number of court appearances by victim accompanied by a rape crisis counselor (at victim's request).
6	Number of sexual assault victims declining the services of a Rape Crisis Counselor.

Task #3 for Objective #1

VIBS will educate and discuss sexual assault issues with first responders and agency partners.

#	Performance Measure
1	Number of meetings or trainings held for all partner agencies, number attended and list of partners represented.

Objective #2

VIBS will develop, maintain and/or improve relationship between SAE program and District Attorney's Office to enhance prosecution levels.

Task #1 for Objective #2

VIBS will meet regularly with District Attorney's Office to develop an on-going cooperative relationship and to establish protocols for dealing with victims of sexual assault.

#	Performance Measure
1	Report on the meeting held to include dates and topics discussed.
2	Where possible, provide disposition of cases.

Objective #3

VIBS will facilitate ongoing training for SAE's and to the community.

Task #1 for Objective #3

VIBS will provide professional sexual assault training.

#	Performance Measure
1	Number and dates of training classes provided to SAE's.
2	Number of SAE's participated in training and hours completed.

Task #2 for Objective #3

VIBS will raise community awareness and increase community education of sexual assault services available.

#	Performance Measure
1	Number and type of media announcement, promotions and press releases.
2	Number of articles with program information and related activities.
3	Number of events attended by SAE's, SAFE staff or SART volunteers.

Objective #4

The Retreat will provide STOP Domestic Violence and Sexual Assault Program education and outreach services for persons on the East End of Suffolk County including services to underserved populations.

Task #1 for Objective #4

The Retreat will conduct outreach to the community through bilingual literature, presentations (including the annual health fair), press releases, other forms of media, and by receiving hotline calls.

#	Performance Measure
1	Copies of above printed materials, presentation logs, and logs of the number of hotline calls and website visits.

Task #2 for Objective #4

The Retreat will utilize space donated by the Suffolk County Probation Department to provide outreach to victims of domestic violence who have come to Probation's intake office to file for a Family Offense Petition.

#	Performance Measure
1	Number of victims of domestic violence served at this location.

Objective #5

The Retreat will provide counseling and advocacy services to women, who are the victims of domestic violence or sexual assault, from East End communities and women who are part of underserved populations (i.e. non-English speaking, disabled, mentally ill, immigrant women).

Task #1 for Objective #5

The Retreat will maintain staff specializing in counseling and advocacy for victims who are from underserved populations, including non-English speaking victims.

#	Performance Measure
1	Hiring documentation, staff credentials, and consultant agreements for signing and various language interpreters will be maintained.

Task #2 for Objective #5

The Retreat will provide counseling and advocacy services to victims of sexual assault and domestic violence.

#	Performance Measure
1	Total number of sexual assault victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
2	Total number of domestic violence victims that receive advocacy services and the number from underserved population (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.)
3	Total number of domestic violence victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).

Task #3 for Objective #5

The Retreat will identify any sexual assault victims from among their domestic violence clients.

#	Performance Measure
1	Number of clients sexually abused within the context of a domestic violence relationship.

Objective #6

The SCCADV will increase awareness of sexual assault and domestic violence services available, including services to underserved populations.

Task #1 for Objective #6

The SCCADV will promote specialized sexual assault victim services available to the local community.

#	Performance Measure
1	Number and type of media announcements, articles, presentations and events.

Task #2 for Objective #6

The SCCADV will conduct vigorous outreach to these populations using letters and/or presentations to community groups, press releases, bilingual and other posters and brochures and by receiving hotline calls.

#	Performance Measure
1	Copies of above printed materials, presentation logs, and logs of the number of hotline calls and website visits.

Objective #7

The SCCADV will provide counseling and advocacy services to women, who are the victims of domestic violence or sexual assault, and who are part of underserved populations (i.e. non-English speaking, disabled, mentally ill, immigrant women).

Task #1 for Objective #7

The SCCADV will maintain staff specializing in counseling and advocacy for victims who are from underserved populations, including non-English speaking victims.

#	Performance Measure
1	Hiring documentation, staff credentials, and consultant agreements for signing and various language interpreters will be maintained.

Task #2 for Objective #7

The SCCADV will provide counseling and advocacy services to victims of sexual assault and domestic violence.

#	Performance Measure
1	Total number of sexual assault victims that receive advocacy services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
2	Total number of sexual assault victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
3	Total number of domestic violence victims that receive advocacy services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
4	Total number of domestic violence victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).

Task #3 for Objective #7

The SCCADV will identify any sexual assault victims from among their domestic violence clients.

#	Performance Measure
1	Number of clients sexually abused within the context of a domestic violence relationship.

Objective #8

Brighter Tomorrows will provide a bilingual advocate to serve victims of domestic violence and individuals who may be identified as underserved populations in Family Court, Criminal Court, District Court and Probation as well as the Integrated Domestic Violence Part of the Supreme Court in Central Islip.

Task #1 for Objective #8

Brighter Tomorrows will maintain a bilingual staff person specializing in advocacy for victims of domestic violence who are from underserved populations.

#	Performance Measure

1 Hiring documentation, staff credentials, and consultant agreements for signing and various language translators will be maintained.

Task #2 for Objective #8

Brighter Tomorrows will provide advocacy services to individuals who are victims of domestic violence and who are part of underserved populations (i.e. Non-English speaking, disabled, mentally ill and/or immigrant women) in an effort to identify and improve overall service delivery.

#	Performance Measure
1	Age, ethnicity, number of Non-English speaking clients served and those with disabilities assisted.
2	Number of clients served by the advocate.
3	Number of court accompaniment provided by the advocate.

Objective #9

The Suffolk County Police Department will provide designated victims of domestic violence with radio frequency alarms in order to alert Suffolk County Police Department of imminent danger of assault.

Task #1 for Objective #9

Police Department Electronics Investigations Bureau will purchase equipment and build 4 additional "panic alarms"

#	Performance Measure
1	Number of new alarms built and added to inventory.
2	Number of total alarms available for installation in homes of designated victims.

Award Contract **Violence Against Women**

Project No.	Grantee Name	
VW10-1125-E00	Suffolk County	03/24/2011

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

General Conditions

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.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF

explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Grantee agrees that funds will be used only for the purpose areas described in the "Grants to Combat Crimes Against Women" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

Grantee agrees to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and reported on an annual (calendar year) basis.
For information about collecting data and the report for VAWA Measuring Effectiveness Initiative Project the link for the website is http://muskie.usm.maine.edu/vawamei/formstop.htm .

All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded pursuant to a S.T.O.P. Violence Against Women Formula Grant Program administered by DCJS, the New York State administering office. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U. S. Department of Justice, Office on Violence Against Women."

New York State has received a match waiver from the Federal Office on Violence Against Women. No match is required for grantees receiving FFY 2010 Violence Against Women Act funds.

FFY 2010 S.T.O.P. VAWA expenditures must be made by July 31, 2012. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and courts projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State or local victim service programs during the course of developing their projects.

FFY 2010 S.T.O.P. VAWA grantees agree to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.

FFY 2010 S.T.O.P. VAWA grantees agree to comply with the organizational requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that the funds may be withheld, or other-related requirements may be imposed, in outstanding audit issues (if any) from OMB Circular A- 133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

For grant contracts supported with STOP Violence Against Women Formula Grants funds for federal fiscal years (FFY) 2010 forward, notwithstanding the provisions of Appendix A-1, paragraph 11(A), the rate for a consultant shall not exceed $650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day requires prior written approval from DCJS and may be approved on a case by case basis where adequate justification is provided and expenses are reasonable and allowable.

For grant contracts supported with STOP Violence Against Women Formula Grants funds for federal fiscal years (FFY) 2010 forward, pursuant to federal Executive Order 13513, 'Federal Leadership on Reducing Text Messaging While Driving,' 74 Fed. Reg. 51225 (October 1, 2009), subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

The Grantee agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 69-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Grantee must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the grantee. Any breach of confidentiality by the Grantee, its agents or representatives will be cause for the immediate termination of this Agreement.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery

or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate. Law enforcement grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257. All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257. Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable. Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257. Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld. UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Sexual Assault Examiner Program grantees agree to abide by the NYS Public Health law and the NYS Department of Health Adult Sexual Offense Evidence Collection Protocol. Grantee agrees that staff will be properly trained and performing complete exams. Grantee agrees that the rape crisis counselors will be certified for the confidentiality privilege. Grantee agrees to develop case tracking of SAE cases with the District Attorneys Office and report conviction rates of SAE vs. non-SAE sexual assault cases to DCJS. Grantee agrees that funds provided in this grant will only be used for adult (age 16 and over) forensic examination fees and program support.

The Grantee agrees to enter into a subcontract regarding compliance with the terms of this agreement with any agency who has expenses being paid by this grant award and itemized in Appendix B-Budget.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

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

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

Submitting Department:
(Dept. Name & Location):

Suffolk County Probation Department
P.O. Box 205, Yaphank Avenue
Yaphank, New York 11980

Department Contact Person
(Name & Phone No.):

Robert C. Marmo, Ph.D
Chief Planner, CJCC
(631)852-6825

Suggestion Involves:

_____Technical Amendment

__X__ Grant Award

_____New Program

_____Contract (New___ Rev.___)

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

The New York State Division of Criminal Justice Services added an additional $13,211 of 100% Federal Pass-Through funds to the Suffolk County Department of Probation for the Stop Violence Against Women Grant Program. In addition, they added Brighter Tomorrows as a contract agency to the project and moved $4,950 from the panic alarm budget to Brighter Tomorrows. The $13,211 was not included in the Suffolk County 2011 Operating Budget and the $4,950 was in the budget under the Police appropriation 001-POL-3200.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

Prior editions of this form are obsolete.

SCIN FORM 175a (10/95)

1607

Intro. Res. No. -2011 Laid on Table 6/21/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2011 REQUESTING THE CONVEYANCE OF A CERTAIN UNOPENED RIGHT OF WAY COMMONLY KNOWN AND REFERRED TO AS NICOLLS ROAD, TOWN OF BABYLON, SUFFOLK COUNTY, NEW YORK, FOR PUBLIC HIGHWAY IMPROVEMENT PURPOSES AND REQUESTING APPROVAL FROM THE TOWN OF BABYLON FOR CONVEYANCE OF SAME PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW §72-H.

WHEREAS, a certain unopened right of way commonly known and referred to as Nicolls Road, Town of Babylon, Suffolk County, New York, is situated within the geographical boundaries of the Town of Babylon, Suffolk County, New York; and

WHEREAS, the County of Suffolk, New York is interested in acquiring said parcel of real property (hereinafter referred to as the "Subject Premises") for the purpose of using said portion for municipal highway purposes; and

WHEREAS, the said unopened right of way commonly known and referred to as Nicolls Road, Town of Babylon, Suffolk County, New York, is situated within the geographical boundaries of the Town of Babylon, Suffolk County, New York is more fully described in Exhibit "A" and Map # 23, attached hereto; and

WHEREAS, that the above activity is an unlisted action pursuant to the provisions of Title 6 NYCRR Part 617; and be it further

WHEREAS, that the action will not have a significant adverse impact on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria of Title 6 NYCRR Part 617(c), which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and

2. The proposed action simply transfers ownership of the land for public highway improvement purposes, an eventual Type II action under SEQRA;

now, therefore be it

1st **RESOLVED**, that the above activity is an unlisted action pursuant to the provisions of Title 6 NYCRR Part 617; and be it further

2nd **RESOLVED,** that the action will not have a significant adverse impact on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria of Title 6 NYCRR Part 617(c), which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and

2. The proposed action simply transfers ownership of the land for public highway improvement purposes, an eventual Type II action under SEQRA;

3rd **RESOLVED**, that the County of Suffolk does hereby request the acquisition of that certain unopened right of way commonly known and referred to as Nicolls Road, Town of Babylon, Suffolk County, New York, more particularly described in Exhibit "A" and Map # 23, attached hereto and requests that the Town of Babylon, Suffolk County, New York and the State of New York, Office of General Services, approve conveyance of same pursuant to New York State General Municipal Law §72-h, for a consideration not to exceed One Hundred & 00/100 ($100.00) Dollars; and be it further

4th **RESOLVED**, that the Commissioner of the Suffolk County Department of Public Works, or his duly appointed designee, be and hereby is authorized to execute and acknowledge all documents necessary to convey the Subject Premises described herein into the County of Suffolk.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

EXHIBIT A

COUNTY OF SUFFOLK – DEPARTMENT OF PUBLIC WORKS

Tax Map Index Number: 0100-010.00 (Nicolls Road)

Capital Project No.: 5510, NY PIN 0756.56

County Road Number: **Map Number: 23**

Name of Road: Nicolls Road **Parcel:** Portion of Nicolls Road

To Be Conveyed to: Pinelawn Cemetery, Inc. by Suffolk County Dept. of Public Works

All that piece or parcel of land situate in the Town of Babylon, County of Suffolk, State of New York to be conveyed to Pinelawn Cemetery, Inc., as shown on Map 23 and described as follows:

Beginning at the intersection of the southerly line of Nicolls Road with the easterly line of Little East Neck Road, thence northerly along said easterly line, North 36 degrees, 03 minutes, 41 seconds West, 51.28 feet to the present northerly line of Nicolls Road;

Thence easterly along the northerly line of Nicolls Road the following eight courses and distances:

1) North 66 degrees, 45 minutes, 24 seconds East, 698.30 feet;
2) North 62 degrees, 28 minutes, 29 seconds East, 331.49 feet;
3) North 66 degrees, 42 minutes, 59 seconds East, 554.46 feet;
4) North 75 degrees, 19 minutes, 19 seconds East, 218.74 feet;
5) North 79 degrees, 49 minutes, 49 seconds East, 150.57 feet;
6) North 72 degrees, 56 minutes, 09 seconds East, 83.18 feet;
7) North 54 degrees, 59 minutes, 14 seconds East, 129.73 feet;
8) North 71 degrees. 38 minutes, 29 seconds East, 329.11 feet;

Thence southerly through Nicolls Road, South 18 degrees, 21 minutes, 31 seconds East, 50.00 feet to the southerly line of Nicolls Road;

Thence westerly along said road the following eight courses;

1) South 71 degrees, 38 minutes, 29 seconds West, 321.79 feet;
2) South 54 degrees, 59 minutes, 14 minutes West, 130.31 feet;
3) South 72 degrees, 56 minutes, 09 seconds West, 94.09 feet;
4) South 79 degrees, 49 minutes, 49 seconds West, 151.57 feet;
5) South 75 degrees, 19 minutes, 19 seconds West, 213.07 feet;
6) South 66 degrees, 42 minutes, 59 seconds West, 548.91 feet;
7) South 62 degrees, 28 minutes, 29 seconds West, 331.48 feet;
8) South 66 degrees, 45 minutes, 24 seconds West, 688.73 feet to the easterly line of Little East Neck Road, and the point of beginning.

Being 124,389± square feet or 2.868± acres.

Described By:	MF	Date:	3/11
Checked By:	JRM	Date:	3/11
Revised By:	MF	Date:	05/27/11
Checked By:	JSS	Date:	05/27/11

MAP 23

PROJECT NO: CP5510

COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
GILBERT ANDERSON, P.E., COMMISSIONER
YAPHANK, NEW YORK

NY STATE PLANE COORDINATE SYSTEM
HORIZONTAL DATUM
NAD 83 LONG ISLAND ZONE

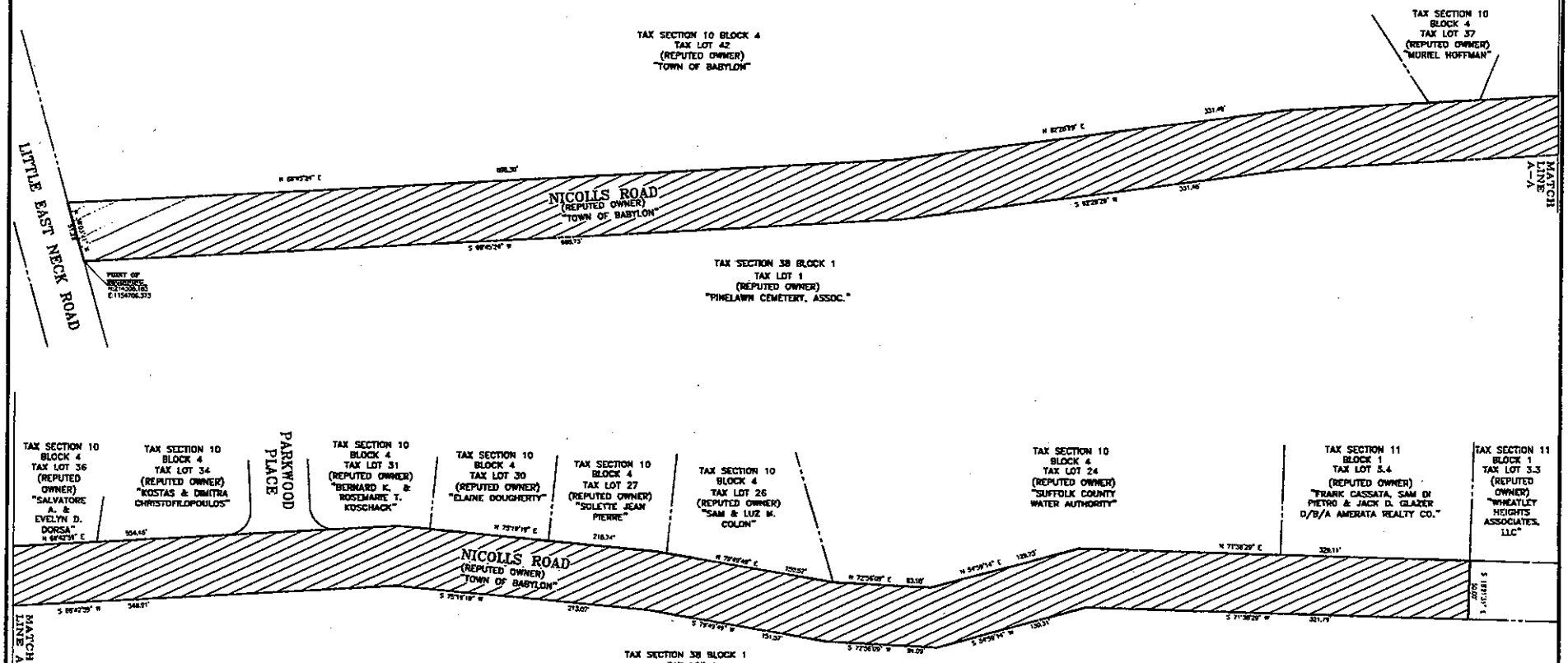
MAP SHOWING
PROPERTY TO BE CONVEYED
TO

"PINELAWN CEMETERY, INC."

BY SUFFOLK COUNTY DEPT. OF PUBLIC WORKS
FOR THE RECONSTRUCTION OF
C.R.3 WELLWOOD AVENUE AT LONG ISLAND AVENUE/CONKLIN STREET AND C.R.3, PINELAWN ROAD/WELLWOOD AVENUE AT COLONIAL SPRINGS ROAD
TOWNS OF BABYLON AND HUNTINGTON, SUFFOLK COUNTY, N.Y.
CONVEYANCE IN FEE SIMPLE TO PINELAWN CEMETERY, INC. = 124,389± SQ.FT. OR 2.86± ACRES

N

0' 40 80 120
SCALE 1"=40'



MADE BY: MF	DATE: 1/11
DRAWN BY: MF	DATE: 1/11
CHECKED BY: JS	DATE: 1/11
COMPARED BY: JS	DATE: 1/11
REVISED BY: MF	DATE: 03/11
REVISED BY: MF	DATE: 04/11
REVISED BY: MF	DATE: 05/27/11

TAX MAP INDEX NUMBER:
0100-010.00-NICOLLS ROAD

John R. Williams, LS
NYS License No. 050277

GPI Greenman - Pedersen, Inc.
Engineering and Construction Services

B. THAYER ASSOCIATES
100 Crossways Park Drive West, Suite 104
Woodbury, New York 11797
T: (516) 364-0900 F: (516) 364-0899
www.bthayerassociates.com

1607

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. –2011 REQUESTING THE CONVEYANCE OF A CERTAIN UNOPENED RIGHT OF WAY COMMONLY KNOWN AND REFERRED TO AS NICOLLS ROAD, TOWN OF BABYLON, SUFFOLK COUNTY, NEW YORK, FOR PUBLIC HIGHWAY IMPROVEMENT PURPOSES AND REQUESTING APPROVAL FROM THE TOWN OF BABYLON FOR CONVEYANCE OF SAME PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW §72-H.

3. Purpose of Proposed Legislation

See No. 2 above.

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

5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)

County	**Town**	**Economic Impact**
Village	**School District**	**Other (Specify):**
Library District	**Fire District**	

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

Conveyance requested so Federal aided project can go forward.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

N/A

8. Proposed Source of Funding

Conveyance consideration not to exceed $100.

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		June 6th, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

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

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS
GILBERT ANDERSON, P.E.
COMMISSIONER

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

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

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

DATE: May 27, 2011

RE: Requesting the Conveyance of a Parcel of Real Property, Having a Suffolk County Tax Map Identification Number of District 0100 Section 010.00 (Nicolls Road) for Public Highway Purposes and Requesting Approval from the Town of Babylon for Conveyance of Same, Pursuant to Section 72-H of the New York State General Municipal Law

Attached is a draft resolution and duplicate copy requesting the conveyance of a parcel of real property situated in the Town of Babylon, Suffolk County, New York, pursuant to New York State General Municipal Law §72-H.

The purpose of this conveyance from the Town of Babylon to the County of Suffolk is for public highway purposes, in conjunction with the County's CR 3, Pinelawn Road improvement project. Consideration for this conveyance is in the amount of $100.00 (charged to CP 5510.211) and will allow the Federal Aid reimbursement aspect of this project to remain open.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-GML 72h Conveyance from Babylon.(Nicolls Rd) doc".

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

1608

Intro. Res. No. - 2011 Laid on the Table 6/21/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2011, AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED SURPLUS UNUSED RIGHT-OF-WAY FRONTING A PARCEL OF LAND, HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0200 SECTION 663.00 BLOCK 03.00 LOT 001.000, PURSUANT TO SECTION 125 OF THE NEW YORK STATE HIGHWAY LAW

WHEREAS, the County of Suffolk is the fee owner of a certain portion of unused right-of-way situated in the Town of Brookhaven, Suffolk County, New York as more fully described in the maps and descriptions attached as Exhibit "1"; and

WHEREAS, said unused portion of right-of-way is surplus to the needs of the County of Suffolk and a new Suffolk County Tax Map Identification Number of District 0200 Section 704.00 Block 02.00 Lot 042.000 has been assigned to said surplus parcel; and

WHEREAS, Section 125 of the New York State Highway Law strictly limits the sale of surplus unused right-of-way to the property owner fronting said unused right-of-way at fair market value; and

WHEREAS, Sills Road Realty, LLC, the present owner of the parcel having a Suffolk County Tax Map Identification Number of District 0200 Section 663.00 Block 03.00 Lot 001.000 has requested to purchase from the County of Suffolk, at fair market value, the surplus and unused right-of-way fronting said tax map parcel; and

WHEREAS, the County of Suffolk did commission appraisals for the requested conveyance that were performed by an independent, outside appraiser selected in accordance with established Suffolk County procedures; and

WHEREAS, upon review of said appraisals in accordance with established Suffolk County procedures, the County of Suffolk determined that the fair market value of the unused and surplus right-of-way fronting the privately owned parcel of real property having Suffolk County Tax Map Identification Number of District 0200 Section 663.00 Block 03.00 Lot 001.000 was Fifty Four Thousand & 00/100 ($54,000) Dollars; and

WHEREAS, Sills Road Realty, LLC, the present owner of the parcel having a Suffolk County Tax Map Identification Number of District 0200 Section 663.00 Block 03.00 Lot 001.000 has agreed to pay to the County of Suffolk the sum of Fifty Four Thousand & 00/100 ($54,000) Dollars, said sum representing the fair market value of the surplus and unused right-of-way fronting said tax map parcels; now therefore, be it

1st RESOLVED, that the above activity is an unlisted action pursuant to the provisions of Title 6 NYCRR Part 617; and be it further

2nd RESOLVED, that the action will not have a significant adverse impact on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria of Title 6 NYCRR Part 617.7(c), which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and

2. The proposed action simply transfers ownership of the land;

and be it further

3rd RESOLVED, said parcel is surplus to the needs of the County of Suffolk; and be it further

4th RESOLVED, that this purchase is authorized pursuant to Section 125 of the New York State Highway Law; and be it further

5th RESOLVED, the Suffolk County Department of Public Works is directed to convey said surplus and unused right-of-way described herein to Sills Road Realty, LLC, the present owner of the parcel having a Suffolk County Tax Map Identification Number of District 0200 Section 663.00 Block 03.00 Lot 001.000, or to its successors in interest, for the total sum of Fifty Four Thousand & 00/100 ($54,000) Dollars, plus the pro-rata share of the current tax adjustments due at closing along with all recording fees and transfer taxes; and be it further

6th RESOLVED, that the Suffolk County Department of Public Works, will receive and deposit the sum of Fifty Four Thousand & 00/100 ($54,000) Dollars, plus the pro-rata share of the current tax adjustments pursuant to said purchase offer; after which a second resolution will be put forward appropriating said dollars into Capital Project 5014; and be it further

7th RESOLVED, that the Commissioner of the Suffolk County Department of Public Works, or his Deputy, be and hereby is authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above-described property and upon the above-described terms and conditions to said party or their successors in interest.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1608

All that certain plot piece or parcel of land, situate, lying and being at Yaphank, County of Suffolk and State of New York, as shown on a survey prepared by Sidney B. Bowne & Sons, LLP dated October 2009 said parcel being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of land of the Metropolitan Transportation Authority (Long Island Railroad), said point being 124.69 feet easterly at a right angle from station 268+25± of the Survey Centerline of County Road 101 (Sills Road);

Running thence North 40°38'17" East 103.95 feet to a point, said point being distant 137.05 feet easterly measured at a right angle from station 269+23.67;

Thence North 25°27'58" East 107.36 feet, to the easterly line of Sills Road (CR 101), said point being distant 125.19 feet easterly measured at a right angle from station 270+26±;

Thence South 05°27'58" East, along the easterly line of Sills Road (CR 101), 160.61 feet to the northerly line of land of the Metropolitan Transportation Authority (Long Island Railroad), said point being 223± feet easterly measured at a right angle from station269+06±;

Thence South 82°58'07" West, along said northerly line of land of the Metropolitan Transportation Authority (Long Island Railroad), 130.35 feet to the Point or Place of Beginning.

Containing, within said bounds, 9,003 square feet or 0.207 acres more or less.

Accepting also and reserving to any and all utilities, the right of access at all times for the update, maintenance and service of their facilities.

Exhibit A
0200-704.00-02.00-042.000

1608

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. –2011, AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED SURPLUS UNUSED RIGHT-OF-WAY FRONTING A PARCEL OF LAND, HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0200 SECTION 663.00 BLOCK 03.00 LOT 001.000, PURSUANT TO SECTION 125 OF THE NEW YORK STATE HIGHWAY LAW

3. Purpose of Proposed Legislation

See No. 2 above.

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

5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)

County	**Town**	**Economic Impact**
Village	**School District**	**Other (Specify):**
Library District	**Fire District**	

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

County to receive $54,000 plus the pro-rata share of the current tax adjustment pursuant to said purchase offer. A second resolution will be put forth after the transaction closing appropriating said money into Capital project 5014.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon adoption and transaction completion.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		June 17th, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1608

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

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

To be completed by the Executive Budget Office

1608

RESOLUTION SUBMITTAL SHEET

Capital Project	n/a	Legislative Districts	3 or 7
Operating Fund		Federal Aid %	
Other	Conveyance of Land	State Aid %	

Give a complete description of why we are asking for reso; if aided, state status of aid

Authorizing the Conveyance of County-Owned Surplus Unused Right-Of-Way Fronting a Parcel of Land to Sills Road Realty, LLC (one of two parcels)

Previous resolution (list previous reso for the same work)

Resolution Number	Purpose	Amount
n/a		

Amounts being requested		Current Unencum Bal w/Quotes	
Planning	n/a	Planning	n/a
Site		Site	
Construction		Construction	
Land		Land	
F&E		F&E	

Project Status

Est. planning completion	n/a	Design consultant	
Est. construction start		Contractor	
Est. construction completion			

State required offsets, their legis. Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue)

Offset	Legis District	Comments
n/a		

Intro. Res. No. 1609A-2011

BOND RESOLUTION NO. -2011

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, AUTHORIZING THE ISSUANCE OF $1,218,500 BONDS TO FINANCE THE COST OF PLANNING, DESIGN, DEVELOPMENT, SOFTWARE, HARDWARE AND EQUIPMENT FOR THE HEALTH SERVICES ELECTRONIC MEDICAL RECORD PROGRAM (CP 4036.110 and .510)

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

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of $1,218,500 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance the cost of planning, design, development, software, hardware and equipment for the Health Services electronic medical record program, as authorized in the 2010 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is $1,218,500. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is $1,218,500. The plan of financing includes the issuance of $1,218,500 bonds or bond anticipation notes authorized pursuant to this resolution and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

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

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

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation as to rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the

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

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

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

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

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

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

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1611 **REVISED AS OF 6/20/2011**

Intro. Res. No. -2011 Laid on Table 6/21/11

Introduced by Legislator Schneiderman

RESOLUTION NO. –2011, CREATING A LONG WHARF ADVISORY COMMITTEE

WHEREAS, the County of Suffolk has owned the historic and iconic Long Wharf (CR 81) in the Village of Sag Harbor since 1947; and

WHEREAS, the County has leased the Long Wharf to the Village of Sag Harbor for many years; the Village has been responsible for annual maintenance and the County has been responsible for heavier, long-term maintenance of the Wharf; and

WHEREAS, the Long Wharf is in need of major capital improvements but the County Legislature has been reluctant to appropriate funds to make the necessary repairs; and

WHEREAS, the County Executive proposed selling the Long Wharf to the Village of Sag Harbor for One Dollar ($1.00) so the County could avoid the costs associated with the necessary capital improvements; and

WHEREAS, the County Legislature rejected the proposed sale because a number of Legislators believe that the Long Wharf might generate significant revenues for the County; and

WHEREAS, the future of the Long Wharf cannot be allowed to remain in limbo indefinitely; and

WHEREAS, a committee should be established to study the issues surrounding the Long Wharf and to make a recommendations as to the proposed future use of this resource; now, therefore be it

1st **RESOLVED**, that a Long Wharf Advisory Committee is hereby established to study the long-term costs associated with the County's continued ownership of the Long Wharf as well as the potential revenues that can be generated should the County continue to retain ownership; and be it further

2nd **RESOLVED**, that this Committee shall make non-binding recommendations to the County Executive and to the County Legislature as to potential revenues that may be generated to assist the County with the costs associated with maintaining Long Wharf. Such uses shall be agreeable to the Sag Harbor Village Trustees and compatible with the Sag Harbor Villages Local Waterfront Revitalization Plan; and be it further

3rd **RESOLVED**, that the membership of the Committee shall be as follows:

1) the Legislator representing the 2nd Legislative District, or his designee;

2) the Mayor of Sag Harbor; or his designee;

3) a representative of the Sag Harbor Chamber of Commerce;

4) a representative of the Sag Harbor Historical Society;

5) a representative of the East End maritime industry to be appointed by the Presiding Officer;

6) the County Executive, or his designee

7) the Commissioner of the Department of Public Works, or his designee;

8) the Presiding Officer, or his designee; and

9) the Commissioner of the Department of Economic Development and Workforce Housing, or his designee;

and be it further

4th **RESOLVED**, that the Legislator representing the 2nd Legislative District shall serve as Chair of this Committee; and be it further

5th **RESOLVED**, that the Committee shall hold its first meeting no later than thirty (30) days after the oaths of office of all members have been filed, which meeting shall be convened by the chairmen of the Committee; and be it further

6th **RESOLVED**, that five (5) members of the Committee shall constitute a quorum to transact the business of the Committee at both regular and special meetings; and be it further

7th **RESOLVED**, that support services and technical assistance involving the month-to-month operation of this Committee, as well as supplies and postage as necessary, will be provided by the staff of the Office of Legislative Budget Review and the Clerk of the Legislature; and be it further

8th **RESOLVED**, that the Committee may conduct such informal hearings and meetings at any place or places within the County of Suffolk for the purpose of obtaining necessary information or other data to assist it in the proper performance of its duties and functions as it deems necessary; and be it further

9th **RESOLVED**, that the Committee may delegate to any member of the Committee the power and authority to conduct such hearings and meetings; and be it further

10th **RESOLVED**, that this Committee shall submit a written report of its findings and determinations together with its recommendations for action, if any, to each member of the County Legislature and the County Executive no later than 120 days subsequent to the effective date of this Resolution for consideration, review, and appropriate action, if necessary, by the entire County Legislature; and be it further

11th **RESOLVED**, that the Committee shall expire, and the terms of office of its members terminate 180 days subsequent to the effective date of this resolution, at which time the Committee shall deposit all the records of its proceedings with the Clerk of the Legislature; and be it further

12th **RESOLVED**, that this study shall not be performed by any outside consultant or consulting firm unless explicit approval and authorization for such consultant or consulting firm is granted pursuant to a duly enacted resolution of the County Legislature; and be it further

13th **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-create-long-wharf-committee

1612

Intro. Res. No. -2011 Laid on Table 6/21/11
Introduced by Legislator Stern

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO STRENGTHEN THE COUNTY'S ALL-TERRAIN VEHICLE LAW

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW TO STRENGTHEN THE COUNTY'S ALL-TERRAIN VEHICLE LAW**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO STRENGTHEN THE COUNTY'S ALL-TERRAIN VEHICLE LAW

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 under County law, the operation of all-terrain vehicles ("ATVs") is prohibited on public property and may only be used on private property with the written permission of the property owner.

This Legislature further finds and determines that the County may impound an ATV when its operator violates the County's ATV law.

This Legislature finds that owners whose ATVs have been impounded or seized must pay a redemption fee before the vehicle is returned to them.

This Legislature determines that, in order to avoid paying the redemption fee, some ATV owners are forfeiting their vehicle and subsequently repurchasing the ATV at the County's auction.

This Legislature also finds that the Code does not currently prevent owners of impounded, seized or forfeited ATVs from bidding at the County's forfeiture auction.

This Legislature further finds that the Code should be amended to close this loophole and ensure that individuals who are violating the County's ATV laws cannot purchase ATVs at auction without first redeeming their own property.

Therefore, the purpose of this law is to amend Chapter 469 of the SUFFOLK COUNTY CODE to prohibit individuals who have had one or more ATVs impounded or seized by the County of Suffolk from purchasing ATVs at forfeiture auctions.

Section 2. Amendments.

Section 469-6 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 469, VEHICLES, OFF-ROAD

ARTICLE I, All-terrain vehicles

****

§ 469-7. Sale Restrictions.

A. No person who has forfeited an ATV pursuant to § 469-5 shall be eligible to purchase any ATV from the County of Suffolk.

B. No person who has had an ATV impounded or seized pursuant to § 469-5shall be eligible to purchase any ATV from the County of Suffolk until they have redeemed their ATV in accordance with same.

§ 469-[7]8. Discretionary action.

****

Section 3. Applicability.

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

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

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

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\l-strengthen ATV law

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: June 20, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A LOCAL LAW TO STRENGTHEN THE COUNTY'S ALL-TERRAIN VEHICLE LAW

SPONSOR: LEGISLATOR STERN

DATE OF RECEIPT BY COUNSEL: 6/20/11 **PUBLIC HEARING:** 8/2/11

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

Chapter 469 of the SUFFOLK COUNTY CODE restricts the use of all-terrain vehicles ("ATVs") on public and private property. Individuals who violate Chapter 469 may have their ATVs impounded, seized or forfeited.

This proposed local law would amend Section 469-6 of the SUFFOLK COUNTY CODE to prohibit individuals who have forfeited an ATV under this law from purchasing an ATV from the County of Suffolk. This law would also bar individuals who have had their ATV seized or impounded from purchasing an ATV at auction from the County of Suffolk until they have redeemed their ATV pursuant to Chapter 469.

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-amend ATV

1613

Intro. Res. No. -2011 Laid on Table 6/20/11

Introduced by Legislator Schneiderman

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO ENSURE FULL REPRESENTATION OF DISABLED PERSONS ON THE DISABILITIES ADVISORY BOARD

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, " **A LOCAL LAW TO ENSURE FULL REPRESENTATION OF DISABLED PERSONS ON THE DISABILITIES ADVISORY BOARD**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO ENSURE FULL REPRESENTATION OF DISABLED PERSONS ON THE DISABILITIES ADVISORY BOARD

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 Disabilities Advisory Board is supposed to consist of 30 members, 12 of whom are designated as "Group D" members. Group D members have a disabling condition or have children who are disabled.

This Legislature further finds that that the County Executive appoints all Group D members, subject to legislative approval.

This Legislature also finds that there are numerous Group D vacancies and the few remaining active Group D members are serving in a holdover capacity.

This Legislature determines that the power to appoint Group D members should be shared by the County Executive and by the County Legislature to ensure that the disabled and the parents of the disabled have full representation on the Disabilities Advisory Board.

Therefore, the purpose of this local law is to authorize the County Legislature to appoint half of the Group D members to the Disabilities Advisory Board.

Section 2. Amendments.

Chapter 78 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 78, DISABILITIES ADVISORY BOARD

* * * *

§ 78-3. Membership; compensation.

A. The Board shall consist of 30 members. These members are to be broken up into the following four groups:

* * * *

4) Group D.

(a) Group D shall consist of twelve residents of Suffolk County who are either parents of children who are disabled or who have a disabling condition themselves.

(b) Six of [T]the Group D members shall be appointed by the County Executive with the consent and approval of the County Legislature for two-year terms. Six of the Group D members shall be appointed by the County Legislature for two-year terms by duly enacted resolution.

* * * *

Section 3. Transition Provision.

All Group D membership slots shall be deemed vacant as the effective date of this law. Members serving in a holdover capacity as of the effective date of this law shall be considered County Executive appointments and may continue to serve in a holdover capacity until such time as they are reappointed or a successor is qualified.

Section 4. Applicability.

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

Section 5. 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 6. 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 7. Effective Date.

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

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\l-amend disabilities advisory board

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: JUNE 20, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A LOCAL LAW TO ENSURE FULL REPRESENTATION OF DISABLED PERSONS ON THE DISABILITIES ADVISORY BOARD

SPONSOR: LEGISLATOR SCHNEIDERMAN

DATE OF RECEIPT BY COUNSEL: 6/20/11 **PUBLIC HEARING:** 8/2/11

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

This proposed local law would authorize the County Legislature to appoint six of the Group "D" members on the Disabilities Advisory Board. Currently, the County Executive appoints all 12 Group "D" members, who are either parents of disabled children or who have a disabling condition themselves.

All Group "D" membership slots will be deemed vacant as of the effective date of this law but current members may serve in a holdover capacity until they are reappointed or a successor is qualified.

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

GEORGE NOLAN
Counsel to the Legislature

GN:mjk

s:\rule28\28-disabilities-advisory-board

1614

Intro. Res. No. -2011 Laid on Table 6/21/11

Introduced by Legislator Montano

RESOLUTION NO. -2011, APPOINTING MEMBER TO THE JUDICIAL FACILITIES AGENCY (MARTIN R. CANTOR)

WHEREAS, §2350-c(1) of the NEW YORK PUBLIC AUTHORITIES LAW, as amended by the New York State Legislature in 2005, established a Suffolk County Judicial Facilities Agency; and

WHEREAS, John J. Collado has resigned as a member of the Judicial Facilities Agency, effective June 20, 2011; now, therefore be it

1st **RESOLVED**, that Martin R. Cantor, residing in Melville, New York, is hereby appointed as a member of the Judicial Facility Agency for a term expiring on February 17, 2013, said appointment having been made pursuant to the provisions of §2350-c(1) of the NEW YORK PUBLIC AUTHORITIES LAW; 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) 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:

EFFECTIVE PURUSANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND §2350-c(1) OF THE NEW YORK PUBLIC AUTHORITIES LAW

S:\res\r-jfa-cantor

1615

Intro. Res. No. -2011
Introduced by Legislator Montano

Laid on Table 6/21/11

RESOLUTION NO. -2011, AUTHORIZING TRANSFER OF SURPLUS BLACKBERRY MOBILE DEVICES TO SEPA MUJER

WHEREAS, the Suffolk County Department of Information Technology has submitted to the Purchasing Department a list of surplus blackberry mobile devices which have been declared surplus; and

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

WHEREAS, SEPA Mujer has requested the donation of thirty-five (35) blackberry mobile devices 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 Information Technology 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:	**ESN/MODEL #**
SEPA Mujer Touro Law Center, PAC #211 225 Eastview Drive Central Islip, NY 11722 Contacts: Martha Maffei, Program Coordinator Phone: 631-650-2307 Jessica Glynn, Esq. 631-355-1832	Exhibit "A" attached

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-surplus-blackberry-information-tech-SEPA-mujer

ESN	Model
076 024 093 57	8830
076 053 981 49	8830
076 054 162 34	8830
076 094 713 36	8830
076 094 717 39	8830
076 132 990 39	8830
076 133 041 45	8830
076 133 041 50	8830
076 133 042 06	8830
076 139 773 89	8830
076 140 013 86	8830 Red
076 140 014 30	8830 Red
076 164 582 41	8830
A000001 C0D20A8	8330
A000001 CB82E7F	8530
A00000D F6836B	8330
A00000D E99C8D	8330
076 133 041 57	8830
076 053 978 66	8830
076 139 865 97	8830
076 057 855 29	8830
076 138 782 51	8830
076 157 679 10	8830 Red
076 047 210 38	8703e
076 046 527 41	8703e
076 043 650 31	8703e
010000390304190	7520
010000656341190	7520
010000390509200	7100i

35608802 7125561	8310 Red
076 139 852 98	8830
076 155 104 98	8830
076 138 421 80	8830
076 133 011 04	8830
076 157 879 33	8830 Red

Exhibit "A"

1617

Intro. Res. No. -2011 Laid on Table 6/21/11

Introduced by Legislator Kennedy

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO STRENGTHEN MOTOR VEHICLE REPORTING REQUIREMENTS FOR COUNTY DEPARTMENTS

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, " **A LOCAL LAW TO STRENGTHEN MOTOR VEHICLE REPORTING REQUIREMENTS FOR COUNTY DEPARMTENTS**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO STRENGTHEN MOTOR VEHICLE REPORTING REQUIREMENT FOR COUNTY DEPARTMENTS

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 County Legislature is often frustrated when it tries to obtain information in a timely manner regarding the County's fleet of motor vehicles.

This Legislature further finds that the County has enacted a law requiring department heads to prepare semi-annual vehicle inventory reports, but this law is routinely ignored.

This Legislature finds that it is important that the County Executive and County Legislators have accurate fleet information so they can make informed decisions when considering departmental requests for vehicles.

This Legislature also finds that a strong and sensible motor vehicle inventory reporting system will reduce waste, enhance efficiency and save taxpayer dollars.

Therefore, the purpose of this local law is to establish a new motor vehicle inventory reporting requirement for County departments and ban departments that fail to adhere to the law's reporting requirements from acquiring new vehicles.

Section 2. Amendments.

Chapter 186 of the SUFFOLK COUNTY CODE is hereby repealed in its entirety.

Section 3. Motor vehicle reporting requirement established.

The heads of each County department, including county-wide elected officials, shall file a written motor vehicle inventory report with the County Executive and the County Legislature no later than the first day of June in each year.

Section 4. Content of report.

A. A departmental motor vehicle inventory report shall include the total number of vehicles operated by the department and set forth whether a vehicle is owned or leased by the County. The report shall include each vehicle's:

1. Make;
2. Model;
3: Year of manufacture;
4. Vehicle Identification Number;
5. Total mileage;
6. Fuel type used;
7. Average miles traveled per gallon of fuel;
8. Mileage traveled in the preceding year; and
9. Assigned county vehicle lot.

B. The annual report shall state, if applicable, which employee a vehicle is assigned to and the rationale for such assignment.

C. In the annual report, each department shall provide its standard for the decommissioning of vehicles and provide a list of those vehicles under its control which it plans to decommission in the following year.

D. In the annual report, each department shall describe the vehicles they wish purchase in the subsequent year and provide justification for each proposed acquisition.

Section 5. Committee attendance required.

All County department heads shall be required to attend, on an annual basis, the first June meeting of the legislative committee which has jurisdiction over the department to discuss their motor vehicle inventory report and to respond to questions about their current inventory and proposed future acquisitions.

Section 6. Acquisition prohibited.

No County department shall acquire or lease, and no County department head shall approve the acquisition or lease of, any motor vehicle after June, 2012, unless the

department has filed the annual motor vehicle inventory report required by this law. The acquisition or lease of a vehicle in violation of this law shall constitute grounds for disciplinary action. Further, any sale or lease agreement entered into by a department of the County of Suffolk in violation of this law, shall, at the election of the County, be voidable and wholly unenforceable.

Section 7. Applicability.

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

Section 8. 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 9. 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 10. Effective Date.**

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-motor vehicle reporting requirements

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: JUNE 20, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A LOCAL LAW TO STRENGTHEN MOTOR VEHICLE REPORTING REQUIREMENTS FOR COUNTY DEPARTMENTS

SPONSOR: LEGISLATOR KENNEDY

DATE OF RECEIPT BY COUNSEL:	6/20/11	**PUBLIC HEARING:**	8/2/11
DATE ADOPTED/NOT ADOPTED:		**CERTIFIED COPY RECEIVED:**	

This proposed local law would repeal Chapter 186 of the Suffolk County Code and impose a new motor vehicle reporting requirements on County department heads.

Specifically, this law would require department heads to file a motor vehicle inventory report with the County Executive and County Legislature no later than June 1st of each year. The report must include the total number of vehicles operated by the department and provide specific information about each vehicle; i. e. the year, make, model, mileage, type of fuel used, et al. The report must also indicate whether a vehicle is assigned to a specific employee and the rationale for such assignment.

In addition, each department must provide its standard for the decommissioning of vehicles and indicate which vehicles it intends to decommission in the year subsequent to the report.

This law also provides that department heads must appear before the Legislature on an annual basis in order to discuss their motor vehicle inventory report.

Finally, this law would prohibit a department from acquiring or leasing any new vehicles unless it is in full compliance with the law's reporting requirements.

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

GEORGE NOLAN
Counsel to the Legislature

GN:mjk

s:\rule28\28-motor-vehicle-reporting-requirements

Intro. Res. No. 1619-11 Laid on Table 6/21/11
Introduced by the Presiding Officer at the request of the County Executive.

RESOLUTION NO. – 2011, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE GUILD OF ADMINISTRATIVE OFFICERS, SUFFOLK COUNTY COMMUNITY COLLEGE, COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES COVERED UNDER BARGAINING UNIT NO. 4 FOR THE PERIOD SEPTEMBER 1, 2011, THROUGH AUGUST 31, 2015.

WHEREAS, the Director of Labor Relations, the President of Suffolk County Community College and the President of the Guild of Administrative Officers of Suffolk County Community College have reached an agreement covering the terms and conditions of employment for the period September 1, 2011, through and including August 31, 2015 subject to the approval, to the extent necessary, by the Suffolk County Legislature; and

WHEREAS, the County Executive has ratified the agreement; and

WHEREAS, such accepted agreement has been set down as a Memorandum of Agreement, a copy of which has been filed with the Clerk of the Suffolk County Legislature; and

WHEREAS, the Suffolk County Community College Board of Trustees has approved the agreement; now, therefore, be it

RESOLVED, that the County Executive be authorized to execute an agreement with the Guild of Administrative Officers of Suffolk County Community College, in accordance with the memorandum of agreement, dated June 3, 2011, a copy of which is on file with the Clerk of the Suffolk County Legislature covering the terms and conditions of employment of the Guild of Administrative Officers of Suffolk County Community College, Bargaining Unit No. 4 for the period September 1, 2011, through and including August 31, 2015.

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

STIPULATION OF AGREEMENT
BETWEEN
THE COUNTY OF SUFFOLK,
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
THE GUILD OF ADMINISTRATIVE OFFICERS OF
SUFFOLK COUNTY COMMUNITY COLLEGE

Stipulation of Agreement made and entered into this 3rd day of June, 2011 by and between the County of Suffolk ("the County"), Suffolk County Community College ("the College") and the Guild of Administrative Officers of Suffolk County Community College ("Association").

1. **Term of Agreement**: The collective bargaining agreement is extended for a period of four years, from September 1, 2011 up to and including August 31, 2015, in all of its terms and conditions except as specifically modified herein.

2. **Wages and Salary Schedules: (Guild Salary Plan and Stipend Schedules)**: For the period September 1, 2011 through and including August 31, 2014 there shall be no change in the full time salary schedules and the schedule of stipends. Effective September 1, 2014, the full-time salary schedules and schedule of stipends shall be increased by 4% at each step.

   As per past practice, upon full ratification by the Guild membership and approval by the Board of Trustees, the Suffolk County Legislature and the County Executive, the increase in faculty base pay, including the Excellence in Education Stipend if eligible, pursuant to the Faculty Association contract, as applicable, shall be implemented.

3. **Adjuncts: (Article II, 6.)**: For the period September 1, 2011 through and including August 31, 2014 there shall be no change in the adjunct salary schedules. Effective September 1, 2014, the adjunct rate schedule shall be increased by 4% at each rank.

4. **Academic Chair and Assistant Academic Chair Workweek (Article III, (2)(b) and (3)(a):** Effective September 1, 2011, Academic Chairs and Assistant Academic Chairs will provide weekend coverage. The coverage will be in the same manner as it exists for the 2010-2011 academic year. In return for performing this function the Academic Chair or Assistant Academic Chair will receive a compensatory day that with approval will be taken off within 30 days of working the weekend. Upon mutual consent of the appropriate Administrator and the affected Chair such time may be carried forward to the end of the year and such time may be deducted from the work year. The selection must be for the entire weekend (no splitting) the selection of individuals to provide the weekend coverage will be done

in seniority order as selected by the Academic Chairs first and then the Assistant Academic Chairs. The list will be established prior to the start of each school year. If there are not a sufficient number of individuals to cover all of the weekends, the College will assign the individuals in a reverse seniority order until the coverage is complete. After the list is established, changes may be made upon mutual consent of the College and the Association. For purposes of weekend coverage, seniority shall be defined as the individual's date of hire into a full time position at the College.

5. **Academic Chairs Remote Access to Master Schedule**:
Effective with the start of the 2011-2012 year, the Academic Chairs will be permitted to monitor the Master Schedule for the College and make authorized edits in accordance with the Master Schedule Guidelines from a location off campus as long as an authorized College computer is utilized. To facilitate this process, the Association will submit a check to the College Foundation in an amount necessary to purchase an adequate number of laptop computers. The College will utilize these funds to procure the necessary laptops which will remain the property of the College and will be used by the Academic Chairs for this purpose.

6. **Longevity (Article IX, (1)(a)**:
The 2005-2011 Agreement shall be reopened for the sole and limited purpose of deleting the $50 scheduled increase in longevity rates to have been effective September 1, 2010. Effective September 1, 2012, each step shall be increased by $25. Effective September 1, 2013, each step shall be increased by an additional $25. Effective September 1, 2014, each step shall be increased by an additional $50.

7. **Labor-Management Committee**:
A Labor-Management Committee shall be formed consisting of the College President or his/her designee, an additional member appointed by the College President, the President of the Guild or his/her designee and an additional member appointed by the President of the Guild. The Committee shall meet during the life of the Agreement to discuss ongoing issues. The Committee will have the ability to make a non-binding recommendation to the County, the College and the Association. Prior to becoming effective, an agreement shall require the written signed agreement of the College President, the Director of Labor Relations and the Association President.

The provisions of this Stipulation of Agreement are subject to ratification by the Association membership, ratification by the County Executive and the College President and, for those provisions requiring the appropriation of additional funds, the approval of the College Board of Trustees and the County Legislature.

Guild of Administrative Officers Stipulation of Agreement 2011 – 2015 Contract

Dated: June 3, 2011

Agreed:

GUILD OF ADMINISTRATIVE OFFICERS

Thomas Breeden, President

SUFFOLK COUNTY COMMUNITY COLLEGE

Dr. Shaun L. McKay, President
Suffolk County Community College

COUNTY OF SUFFOLK

Jeffrey L. Tempera, Director
Office of the County Executive
Labor Relations

1620

Intro. Res. No. -2011 Laid on Table 6/24/11

Introduced by the Presiding Officer on the Request of the County Executive

RESOLUTION NO. –2011, AUTHORIZING THE CREATION OF A AN EASEMENT FOR USE BY NATIONAL GRID FOR NATURAL GAS SERVICE TO THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS HOSPITAL AT NORTHPORT

WHEREAS, the County owns certain parkland property containing ball fields and other facilities located in the Town of Huntington, at District 0400- Section 086.00- Block 03.00- Lot 001.002 (the "Premises"); and

WHEREAS, the United States Department of Veterans Affairs Hospital in Northport, Town of Huntington ("VA Hospital"), lying north of the Premises has expressed its desire to obtain underground primary natural gas service (the "Project")from KeySpan Gas East Corporation d/b/a National Grid ("National Grid"), a New York corporation; and

WHEREAS, National Grid has determined that such service would be available to the VA Hospital if National Grid were to obtain easements over land owned by the Town of Huntington and over parkland owned by the County which land and parkland lie between an existing natural gas main to the south and the VA Hospital; and

WHEREAS, the Town of Huntington has expressed its approval of the Project and has agreed to grant the easements required over its land, and

WHEREAS, National Grid has requested that it be granted an easement on a portion of the Premises in order to provide natural gas service to the VA Hospital; and

WHEREAS, pursuant to Article XXVIII of the Charter of Suffolk County, the proposed easement is subject to the review and approval of the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation and the Board of Trustees of Parks, Recreation and Conservation; and

WHEREAS, there exists a need to define those areas where utility construction will be permitted; now, therefore be it

1st RESOLVED, that pursuant to Article XXVIII of the Charter of Suffolk County, the proposed easement shall be subject to the review and approval of the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation ("Commissioner") and the Board of Trustees of Parks, Recreation and Conservation("Trustees"); and

2nd RESOLVED, that upon approval of the Commissioner and Trustees, the grant of a non-exclusive easement be and is hereby authorized to be granted to KeySpan Gas East Corporation d/b/a National Grid ("National Grid") and such other providers of services as the County may judge necessary or desirable, to lay, re-lay, operate, maintain and remove such infrastructure items as gas mains and valves and services and other such unscheduled equipment that may be necessary for distribution and provision of natural gas service; and be it further

3rd **RESOLVED**, that the County Executive and/or his designee(s) are hereby authorized, directed and empowered to execute and deliver, on behalf of the County, any agreements, instruments or authorizations as may be contemplated by, or necessary or advisable to consummate or otherwise give full effect to this resolution, and to perform all acts and do all things required or contemplated to be performed by this resolution; and be it further

4th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act, New York Environmental Conservation Law Article 8 ("S.E.Q.R.A."), and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes an Unlisted action pursuant to Title 6 NYCRR Part 617; and, be it

5th **RESOLVED**, that, in accordance with Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate SEQRA notices of determination in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1621

Intro. Res. No. -2011 Laid on Table 6/21/2011
Introduced by Legislator Cooper

RESOLUTION NO. –2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH WATERPROOFING, ROOF AND DRAINAGE AT THE SUFFOLK COUNTY VANDERBILT MUSEUM (CP 7439)

WHEREAS, the Interim Executive Director of the Suffolk County Vanderbilt Museum has indicated that the preliminary cost estimate obtained in January 2011 by DPW for the re-roofing of the Planetarium was $100,000, including a standard 10% contingency; and

WHEREAS, the adopted budget for Capital Project 7439, Waterproofing, Roof and Drainage at the Suffolk County Vanderbilt Museum, includes $100,000 in Suffolk County Serial Bonds in 2011 for the replacement of the Planetarium roof; and

WHEREAS, Resolution No. 218-2011 appropriated $100,000 in Suffolk County Serial Bonds in 2011 for construction in CP 7439 for the replacement of the Planetarium roof; and

WHEREAS, snow and ice in February 2011 caused damage to the domed portion of the roof requiring re-installation and replacement of the ice guards and tiles; and

WHEREAS, the Department of Public Works and the roofing contractor inspected the Planetarium's roof on June 16, 2011; and

WHEREAS, the new cost estimate, based upon the roof inspection, exceeds the preliminary cost estimate by $50,000 as replacement of the leaking flat portion of the planetarium roof is necessary prior to the installation of the $3 million new star projector, full-dome video and surround sound systems; and

WHEREAS, the re-roofing of the Planetarium is imperative to the protection of the County's $3 million investment in the replacement of the star projector that is expected to be installed in the Planetarium in early 2012; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $50,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2011 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-four (54) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd RESOLVED, that the 2011 Capital Budget and Program be and is hereby amended as follows:

Project Number: 1755
Project Title: Infrastructure Improvements for Traffic and Public Safety and Public Health

Cost Elements	Total Estimated Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
3. Construction	$1,850,000	$1,900,000 B	$1,850,000 B
TOTAL	$1,850,000	$1,900,000	$1,850,000

Project Number: 7439
Project Title: Waterproofing, Roof and Drainage at the Suffolk County Vanderbilt Museum

Cost Elements	Total Estimated Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
3. Construction	$250,000	$100,000 B	$150,000 B
TOTAL	$260,000	$100,000	$150,000

and be it further

3rd RESOLVED, that the proceeds of $50,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-7439.312		Waterproofing, Roof and Drainage at the Suffolk County Vanderbilt Museum – Planetarium	$50,000

and be it further

4th RESOLVED, that the County Comptroller and the County Treasurer are hereby authorized and empowered to take all steps necessary and appropriate to effectuate the transfer of this funding forthwith; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (20) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution implements a program for which SEQRA review was previously completed and, therefore, the resolution constitutes 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:

T:\BRO\Vanderbilt Planetarium Roof Offset 1755.docx

1622

Intro. Res. No. – 2011 Laid on Table 6/21/11

Introduced by the Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011 AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE NATURE CONSERVANCY, INC. AS CONTRACT VENDEE OF THE LACK PROPERTY – (TOWN OF SOUTHAMPTON - SCTM#0901-005.00-01.00-017.004, 0901-005.00-01.00-017.005, 0901-005.00-01.00-017.006, 0901-005.00-01.00-017.007, 0901-005.00-01.00-017.008 AND 0901-005.00-01.00-017.009 p/o)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, adequate funding is provided for, pursuant to Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, from 31.10 percent of the sales and compensating tax proceeds, for the acquisition of such land; and

WHEREAS, Resolution No. 914-2008, authorized planning steps for the acquisition of said property; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Property Acquisition and Management to negotiate the acquisition; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said property were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Property Acquisition and Management and approved as to legality by the Office of the County Attorney; now, therefore, be it

1st **RESOLVED**, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, for a total purchase price of Three Million Seventy Hundred Seventy Five Thousand Dollars ($3,775,000.00), subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited

to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	0901	26.2±	The Nature Conservancy, Inc. as Contract Vendee a District of Columbia non-profit corporation 4245 North Fairfax Drive Arlington, VA 22203
	Section	005.00		
	Block	01.00		
	Lot	017.004		
No. 2	District	0901		
	Section	005.00		
	Block	01.00		
	Lot	017.005		
No. 3	District	0901		
	Section	005.00		
	Block	01.00		
	Lot	017.006		
No. 4	District	0901		
	Section	005.00		
	Block	01.00		
	Lot	017.007		
No. 5	District	0901		
	Section	005.00		
	Block	01.00		
	Lot	017.008		
No. 6	District	0901		
	Section	005.00		
	Block	01.00		
	Lot	017.009 p/o		

; and, be it further

2nd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management and/or her designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Three Million Seven Hundred Seventy Five Thousand Dollars ($3,775,000.00), subject to a final survey; and, be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay $3,775,000.00, subject to a final survey, from previously appropriated funds in capital project 525-8712.210 for the New Suffolk County Drinking Water

Protection Program, effective as of December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

4th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or her designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th **RESOLVED,** that pursuant to Section C12-2(A)(2)(c), this property is not to be developed and FOUR (4) Workforce Housing Development Rights shall be removed and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended, and approved by the Suffolk County Executive and the Suffolk County Legislature; and, be it further

6th **RESOLVED,** that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER:

a.) freshwater/tidal wetlands and buffer lands for same; and, be it further

7th **RESOLVED,** that the subject parcel(s) shall be transferred to the County Department of Parks, Recreation and Conservation for passive recreational use; wherein a small-scale (6-8 car capacity) parking area consisting of gravel or other permeable materials and a walking trail consisting of soil or other permeable materials be constructed so as to provide public access to this environmentally sensitive area for all Suffolk County residents; and, be it further

8th **RESOLVED**, if desired, the County of Suffolk, through its Department of Parks, Recreation and Conservation is hereby authorized to negotiate and to enter into a municipal cooperation agreement with the Village of North Haven for the management of this acquisition, consistent with this program, and the terms and conditions thereof shall be approved by the Suffolk County Attorney in consultation with the respective Commission of the County Department of Parks, Recreation and Conservation, who is charged with the management and operation of said property; and, be it further

9th **RESOLVED,** that the above activity is an unlisted action pursuant to the provisions of Title 6 NYCRR, Part 617; and, be it further

10th **RESOLVED,** that the project will not have a significant effect on the environment for the following reasons:

1.) the proposed action will not exceed any of the criteria of 6 NYCRR, Section 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and

2.) the proposed use of the subject parcel(s) is passive recreation; and

3.) if not acquired, the property will most likely be developed for residential purposes; incurring far greater environmental impact than the proposed acquisition and preservation of the site would have; and, be it further

11th RESOLVED, that in accordance with Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate notices or determinations in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Intro. Res. No. 1623-11 Laid on Table 6/21/11

Introduced by the Presiding Officer at the request of the County Executive

RESOLUTION NO. –2011, APPORTIONING
MORTGAGE TAX BY: COUNTY TREASURER

RESOLVED, that the joint reports of the Recording Officer and the County Treasurer as filed with this Legislature on June 13, 2011 relative to the distribution of mortgage taxes for the three month period ending March 31, 2011, be accepted and that the amounts specified therein be fixed and determined as the amounts due the Towns and Villages respectively; and be it further

RESOLVED, that the Presiding Officer and Clerk of this Legislature be authorized to execute and deliver to the County Treasurer a warrant of this Legislature directing him to make the payments therein specified in the report in accordance with the provisions of Section 261 of the Tax Law.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

Asharoken		9,697.13
Huntington Bay		15,264.78
Lloyd Harbor		50,835.15
Northport		39,303.50
Brightwaters		16,856.11
Islandia		35,976.01
Ocean Beach		11,834.73
Saltaire		13,184.19
Dering Harbor		2,007.43
Head of the Harbor		13,567.07
Nissequogue		17,567.71
Village of the Branch		11,720.44
North Haven		25,954.18
Quogue		57,724.62
Sagaponack		72,934.08
Sag Harbor		21,402.24
Southampton		192,441.81
Westhampton Beach		51,127.57
Westhampton Dunes		10,520.79
Greenport		7,176.34
	Total Villages:	$1,128,018.62
	Grand Total:	$13,742,536.76

Presiding Officer, County Legislature

Clerk, County Legislature

OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SUFFOLK

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

Submitting Department Department Contact Person
(Dept. Name & Location) (Name & Telephone No.)

Department of Finance & Taxation, H. Lee Dennison Bldg., Hauppauge, NY
Christina Cooke 852-2686

Suggestion Involves:

_Technical Amendment___New Program

_Grant Award__Contract (New__Rev.___)

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

Passage of Legislation necessary for Distribution of Mortgage Tax proceeds to Towns and Villages.

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

Not applicable

PLEASE FILL IN REVERSE SIDE OF FORM

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

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   ResolutionXXX Local Law Charter Law

2. Title of Proposed Legislation

   Distribution of Mortgage Tax Proceeds

3. Purpose of Proposed Legislation
   To authorize distributions of Mortgage Tax proceeds to Towns and Villages.

4. Will the Proposed Legislation Have a Fiscal Impact? YES **NO x**

5. If the answer to item 5 is "yes," on what will it impact? (Circle appropriate category)

County	**Town**	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

6. If the answer to item 5 is "yes," Provide Detailed Explanation of Impact
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

   N/A

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   N/A

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

    Angie M. Carpenter June 13, 2011
    County Treasurer

SUFFOLK COUNTY TREASURER

330 CENTER DRIVE RIVERHEAD, N.Y. 11901-3311

Telephone: (631) 852-1500 FAX (631) 852-1507

ANGIE M. CARPENTER
COUNTY TREASURER

DOUGLAS W. SUTHERLAND
CHIEF DEPUTY TREASURER

DIANE M. STUKE
DEPUTY TREASURER

TO: Eric Kopp, Asst. Deputy County Executive

FROM: Honorable Angie M. Carpenter
County Treasurer

DATE: June 13, 2011

I would be most appreciative if you could make the necessary arrangements to lay on the table the resolution for distribution of mortgage taxes for the three-month period ending March 31, 2011.

The resolution and appropriate distributions are attached.

AMC:kr
Att.