

1349

Intro. Res. No. -2013

Laid on Table

4/23/13

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, ACCEPTING AND APPROPRIATING 80% FEDERALLY FUNDED NEW YORK METROPOLITAN TRANSPORTATION COUNCIL (NYMTC) CARRYOVER GRANT FUNDS FOR THE PURPOSE OF PREPARATION OF THE SUFFOLK COUNTY BUS RAPID TRANSIT FEASIBILITY STUDY

WHEREAS, Resolution 1033-2012 authorized the County to enter into an MPO Member Agency Federal-Aid Project Agreement with the New York State Department of Transportation to accept and appropriate grant funds from the New York Metropolitan Transportation Council (NYMTC); and

WHEREAS, NYMTC, through the Program, Finance, and Administration Committee, passed Resolution 2013-1, Adoption of the 2013-2014 Unified Planning Work Program, which approved the County's request to reprogram the carry-over funds for the preparation of the County's Bus Rapid Transit Feasibility Study; and

WHEREAS, the Bus Rapid Transit Feasibility Study will be prepared by utilizing existing staff and the use of a consultant; and

WHEREAS, the total project cost is \$401,327, of which the Local share is \$80,265 or 20% and the Federal share funded by NYMTC is \$321,062 or 80%; and

WHEREAS, the 2013 Adopted Operating Budget includes sufficient funding for existing staff and the local share which is comprised of salaries and fringe benefits; and

WHEREAS, the NYMTC funds have not yet been appropriated; now therefore be it

1st RESOLVED, that the County Department of Economic Development and Planning is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Sections A35-2A(1) and A35-2A(13) of the Suffolk County Charter to complete the County's Bus Rapid Transit Feasibility Study; and be it further

2nd RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement and any and all contract documents related to these projects, on behalf of the County of Suffolk in the above referenced project; and be it further

3rd RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said Federal Aid as follows:

REVENUE:	<u>FEDERAL AID</u>	<u>AMOUNT</u>
001-EDP-(Unit) 8042-(Revenue) 4525 – NYMTC BRT STUDY		\$321,062

EXPENSE:	<u>AMOUNT</u>
<u>DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING</u>	
001-EDP-8042 PLANNING	

001-EDP-8042-4560 Fees for Services	\$300,000
001-EDP-8042-3500 Supplies, Other	\$21,062

and be it further

4th 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 Project constitutes a Type II action, pursuant to Section 617.5 (C) (18), (20), (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; and be it further

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

2013 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

TITLE OF BILL: ACCEPTING AND APPROPRIATING 80% FEDERALLY FUNDED NEW YORK METROPOLITAN TRANSPORTATION COUNCIL (NYMTC) CARRY-OVER GRANT FUNDS FOR THE PURPOSE OF PREPARATION OF THE SUFFOLK COUNTY BUS RAPID TRANSIT FEASIBILITY STUDY

PURPOSE OR GENERAL IDEA OF BILL: To reprogram carry-over grant funds for the purpose of the preparation of the Suffolk County Bus Rapid Transit Feasibility Study.

SUMMARY OF SPECIFIC PROVISIONS: The County Executive, or his designee, is authorized by the County Legislature, to execute the standard agreement for reimbursement and any and all contract documents related to these projects.

JUSTIFICATION: The Department of Economic Development and Planning is authorized, empowered and directed to take such action as may be necessary, pursuant to Sections A35-2A(1) and A35-2A(13) of the Suffolk County Charter to complete the County's Bus Rapid Transit Feasibility Study.

FISCAL IMPLICATIONS: The 2013 Adopted Operating Budget includes sufficient funding for existing staff and the local share, which is comprised of salaries and fringe benefits. Federal Funds (NYMTC); County salaries as in-kind match.

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

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/>	Local Law	Charter Law
2. Title of Proposed Legislation		
Accepting and Appropriating 80% Federally Funded New York Metropolitan Transportation Council (NYMTC) Carry-over Grant Funds for the Purpose of Preparation of the Suffolk County Bus Rapid Transit Feasibility Study		
3. Purpose of Proposed Legislation		
To reprogram carry-over grant funds for the preparation of the Suffolk County's Bus Rapid Transit Feasibility Study		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:		
\$321,062 in additional revenue; \$300,000 expense - Fees for Services & \$21,062 - Supplies, Other		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
Federal Funds (NYMTC); County salaries as in-kind match		
9. Timing of Impact		
N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Lansdale Director of Planning		4-17-13

SCIN FORM 175b (10/95)

NEIL TOOMB
INTERGOV REL COORD

Neil Toomb 4-18-13

COUNTY OF SUFFOLK



Steven Bellone
SUFFOLK COUNTY EXECUTIVE

**Department of
Economic Development and Planning**

Joanne Minieri
Deputy County Executive and Commissioner

**Division of Planning
and Environment**

April 17, 2013

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788

Re: Reso-EDP-NYMTC GRANT-BRT

Dear Mr. Schneider:

Enclosed herewith for your approval is original and one (1) copy of the proposed resolution with documentation pursuant to:

ACCEPTING AND APPROPRIATING 80% FEDERALLY FUNDED NEW YORK METROPOLITAN TRANSPORTATION COUNCIL (NYMTC) CARRYOVER GRANT FUNDS FOR THE PURPOSE OF PREPARATION OF THE SUFFOLK COUNTY BUS RAPID TRANSIT FEASIBILITY STUDY

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,


Sarah Lansdale
Director of Planning

Enclosures
Resolution + one copy

Copy of Reso. w/cover letter to:

Tom Vaughn, Director of Intragovernmental Relations (1 hard copy)
CE Reso Review (electronic copy)

Copy of letter to:

Dennis M. Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive and Commissioner
Lisa Santeramo, Asst. Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations

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Intro. Res. No. -2013
Introduced by Legislator Stern

Laid on Table

4/23/13

**RESOLUTION NO. -2013, AUTHORIZING TRANSFER OF
SURPLUS COUNTY COMPUTERS TO HALF HOLLOW HILLS
HIGH SCHOOL WEST ROBOTICS CLUB**

WHEREAS, the Suffolk County Department of Information Technology has a list of surplus Dell desktop computers; and

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

WHEREAS, Half Hollow Hills High School West Robotics Club has requested the donation of ten (10) desktop computers 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:

Half Hollow Hills High School West Robotics Club
375 Wolf Hill Road
Dix Hills, NY 11746
Contact Person: Julian Aptowitz
631-592-3200

SERIAL NO.:

5G4VS71
81NWM71
2YQVN71
35WVN71
CRBTN71
5PBTN71
2MBTN71
FD4VS71
HPNWM71
GFLWM71

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\surplus-monitors-robotics-club-information-tech

1352

Introductory Resolution No. -2013
Introduced by the Presiding Officer on request of the County Executive

Laid on the Table

4/23/13

RESOLUTION NO. -2013, ACCEPTING AND APPROPRIATING A GRANT AWARD INCREASE FROM THE STATE EDUCATION DEPARTMENT, THE UNIVERSITY OF THE STATE OF NEW YORK, FOR A LIBERTY PARTNERSHIPS PROGRAM (LPP) 100% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, the 2012-2013 College operating budget provides \$293,063, including indirect costs, for a Liberty Partnerships Program (LPP), funded by the State Education Department, the University of the State of New York, for the period of September 1, 2012 through August 31, 2013; and

WHEREAS, the grant award has been increased in the amount of \$56,937, including indirect costs, bringing the total amount of the grant award to \$350,000, including indirect costs; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the Liberty Partnerships (LPP) amendment on February 21, 2013 by Resolution No. 2013.16; and

WHEREAS, the College anticipates spending the \$56,937, including indirect costs, in accordance with the terms of said grant before August 31, 2013; now therefore be it

1st RESOLVED, that said 2012-2013 College budget be amended to reflect the increase in the grant award, in the amount of \$56,937, including \$3,445 in indirect costs, from the State Education Department, the University of the State of New York, for a Liberty Partnerships Program (LPP), and said amount be accepted and appropriated for the operation of the program as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
State Grant: Liberty Partnerships: GC03-GC0313-543210-G000	\$56,937

<u>APPROPRIATIONS:</u>	<u>AMOUNT</u>
Liberty Partnerships: GC03-GC0313	\$53,492

Suffolk County Community College
Liberty Partnerships Program (LPP)
GC03-GC0313

<u>611000-Personal Services</u>	<u>\$29,047</u>
611170-Part-Time Instructors	\$29,047
<u>628000-Fringe Benefits</u>	<u>\$4,546</u>
628160-TIAA-CREF RET	\$2,324
628330-Social Security	\$2,222
<u>714000-Contracted Services</u>	<u>\$8,317</u>
714560-Fees for Service	\$8,317
<u>714700-Miscellaneous</u>	<u>\$11,582</u>
714770-Special Services	\$11,582

DATED:

APPROVED BY:

County Executive of Suffolk County

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Suffolk

COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES

February 21, 2013

RESOLUTION NO. 2013.16 AMENDING THE COLLEGE OPERATING BUDGET TO REFLECT AN INCREASE IN THE GRANT AWARD FOR THE LIBERTY PARTNERSHIPS PROGRAM

WHEREAS, the Liberty Partnerships Program (LPP) at Suffolk County Community College represents a cooperative effort between the College and the Longwood Central School District to provide a unique, comprehensive and supportive environment for at-risk students, and

WHEREAS, the LPP is funded by a grant from the New York State Department of Education, and

WHEREAS, the 2012-2013 College operating budget provides \$293,063.00, including indirect costs, in anticipation of a grant award from the New York State Department of Education for the LPP, and

WHEREAS, the award is to be increased in the amount of \$56,937.00, including indirect costs, bringing the total amount of the grant award to \$350,000.00, including indirect costs, and

WHEREAS, no matching funds are required, be it therefore

RESOLVED, that the 2012-2013 College operating budget be amended to reflect an increase in the amount of \$56,937.00, including indirect costs, for the Liberty Partnerships Program, and be it further

RESOLVED, that the College President, or his designee, is authorized to execute any necessary documentation, including a contract amendment, as approved by the College General Counsel, with the New York State Department of Education, reflecting the increase in the grant award for the Liberty Partnerships Program.

Project Director: Nina Leonhardt

Note: No full-time personnel for amendment

In-kind contribution -- none


Bryan Lilly
Secretary

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

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Board of Trustees Meeting
Date: February 21, 2013

ABSTRACT

Subcontract ___ Grant X Proposal ___

Funding Source: The State Education Department
The University of the State of New York

Project Title: Liberty Partnerships Program (LPP)

Project Director: Nina Leonhardt, Associate Dean, Continuing Education

Project Period: September 1, 2012 through August 31, 2013

Campus: College-wide

Amount of Award: \$350,000

Amount of Amendment: \$ 56,937

Match/In-kind Contribution/Fees: None

Total Program Budget for Amendment: \$56,937

Full-Time Positions/Reassigned Time: None for amendment

No. of Students to be Served: 300

Type of Student to be Served: Grades 7-12 Longwood Central School District

Description of Project:

The Liberty Partnerships Program (LPP) represents a cooperative effort between SCCC, Longwood Central School District, and community-based organizations to provide a comprehensive, supportive environment for students who have demonstrated poor academic performance, poor attendance, disciplinary problems, or other factors such as negative peer pressure, limited English proficiency, substance abuse, child abuse or pregnancy. Academic activities including skills assessment instruction in basic skills are teamed with intensive, small-group support services such as counseling and tutoring. The LPP also provides funding and support for students to complete up to four (4) SCCC courses. It is a program that motivates and prepares students who are at risk of dropping out of school to complete their secondary education and prepares them for entering post-secondary education or the workforce.

<u>STATE AGENCY</u> NYS Education Department 89 Washington Avenue, Room 503W – EB Albany, New York 12234	1350 <u>CONTRACT NUMBER:</u> C401857 <u>BUSINESS UNIT:</u> SED-01 <u>DEPARTMENT ID:</u> 3300390
<u>CONTRACTOR:</u> Suffolk County Community College 533 College Road Selden, NY 11782	<u>TYPE OF PROGRAM(S):</u> Liberty Partnership Program
<u>CHARITY REGISTRATION NUMBER:</u> Exempt <u>NYS VENDOR ID:</u> 1000042503 <u>MUNICIPALITY NO:</u> (if applicable)	<u>INITIAL CONTRACT PERIOD</u> (enter the full multi-year contract term): From: September 1, 2012 To: August 31, 2017 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> (enter the full multi-year dollar amount): \$1,750,000.00
<u>CONTRACTOR STATUS:</u> CONTRACTOR IS () IS NOT (x) A SECTARIAN ENTITY CONTRACTOR IS (x) IS NOT () A NOT-FOR-PROFIT ORGANIZATION	<u>MULTI-YEAR TERM:</u> (if applicable) (enter the full multi-year contract term): From: September 1, 2012 To: August 31, 2017
<u>APPENDICES ATTACHED AND PART OF THIS AGREEMENT:</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses as required by the Attorney General for all State contracts. <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input checked="" type="checkbox"/> APPENDIX E Award Information <input checked="" type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) <input checked="" type="checkbox"/> OTHER (Identify) Questions and Answers form a part of Appendix D <input type="checkbox"/> OTHER (Identify) <input type="checkbox"/> OTHER (Identify) <input type="checkbox"/> OTHER (Identify)	

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APPENDIX B1
Contract No. C401857

Year 1:	Budget Period	\$ 350,000
Year 2:	Budget Period	\$ 350,000
Year 3:	Budget Period	\$ 350,000
Year 4:	Budget Period	\$ 350,000
Year 5:	Budget Period	\$ 350,000
	TOTAL	\$1,750,000

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APPENDIX E

October 17, 2012

1. Grant Award Recipient CHIEF EXECUTIVE OFFICER SUFFOLK COUNTY COMM COLL 533 COLLEGE RD SELDEN, NY 11784	2. a. Project Number for Budget Period 0655131430	2. b. Contract Number C401857
4. Funding Source LIBERTY PARTNERSHIPS	3. Agency Code 580211591800	
5. Funding Amounts Contract Period: \$1,750,000 Budget Period: \$350,000	6. Law Ed.L. 612 Regulations NA Commissioners Regulations 8 NYCRR 55.3	
7. Funding Dates Contract Period: 09/01/12-08/31/17 Budget Period: 09/01/12-08/31/13	8. CFDA Index Number	
9. First Payment for Budget Period \$87,500	10. Final Report (FS-10-F) Due for Budget Period 09/30/13	
11. SED Fiscal Contact MARIA DOS SANTOS (518)474-4815	12. SED Program Contact STANLEY HANSEN/SEAN BROWN 965 EBA (518)486-5202	
<p>It is the grantee's responsibility to conduct activities in accordance with applicable statutes, regulations, policies, terms, conditions and assurances. All grants are subject to further review, monitoring and audit to ensure compliance. The Department has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.</p> <p>In accordance with Section 41 of the State Finance Law, the State shall have no liability under this grant to the grantee or to anyone else beyond funds appropriated and available for this grant.</p>		

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

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Accepting and Appropriating a Grant Award Increase from the State Education Department, the University of the State of New York, for a Liberty Partnerships Program (LPP) 100% Reimbursed by State Funds at Suffolk County Community College

3. Purpose of Proposed Legislation

To accept and appropriate a grant award increase from the State Education Department, the University of the State of New York, in the amount of \$56,937, including indirect costs, for a Liberty Partnerships Program, during the 2012-2013 fiscal year.

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

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact

The increased grant award, from the State Education Department, the University of the State of New York, in the amount of \$56,937, including \$3,445 in indirect costs, will provide for operating costs for the Liberty Partnerships Program during the 2012-2013 fiscal year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.
Not Applicable

8. Proposed Source of Funding: The State Education Department
The University of the State of New York

9. Timing of Impact: September 1, 2012 through August 31, 2013

Typed Name & Title of Preparer
Deborah E. Lesser, MS
Senior Accountant

11. Signature of Preparer
Deborah E Lesser

12. Date
February 11, 2013

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**2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Accepting and Appropriating a Grant Award increase from the State Education Department, the University of the State of New York, for a Liberty Partnerships Program (LLP) 100% Reimbursed by State Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant award increase from the State Education Department, the University of the State of New York, in the amount of \$56,937, including indirect costs, for a Liberty Partnerships Program, during the 2012-2013 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the budget for Suffolk County Community College by accepting and appropriating the grant award increase from the State Education Department, the University of the State of New York, in the amount of \$56,937, including indirect costs in the amount of \$3,445, for a Liberty Partnerships Program.

JUSTIFICATION: This grant represents a cooperative effort between SCCC, Longwood Central School District, and community-based organizations to provide a comprehensive, supportive environment for students who have demonstrated poor academic performance, poor attendance, and disciplinary problems or other factors such as negative peer pressure, limited English proficiency, substance abuse, child abuse or pregnancy. Academic activities including skills assessment instruction in basic skills are teamed with intensive, small-group support services such as counseling and tutoring.

FISCAL IMPLICATIONS: None

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Suffolk

COUNTY COMMUNITY COLLEGE

To: Jon Schneider, Deputy County Executive
Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations

From: Gail Vizzini, V. P. for Business and Financial Affairs

Date: April 15, 2013

Subject: Request for a Resolution Accepting and Appropriating a
Grant Award for a Suffolk County Community College
Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award for a program at Suffolk County Community College.

Proposal Grant Award Subcontract

Project Name: Liberty Partnerships Program (LPP)

Funding Source: The State Education Department
The University of the State of New York

Amount of Grant Amendment: \$56,937

Please call me if there are questions regarding this request.
An e-mail version of the resolution was sent to CERESOREVIEW:
File names: Reso-SCCC-Liberty Amend 13.docx
Backup-SCCC-Liberty Amend 13-SCIN 175A.docx

cc: Nina Leonhardt, Associate Dean, Continuing Education
John Bullard, Jr., Associate Dean for Financial Affairs
Dr. Maria DeLongoria, Associate V. P. for Academic Affairs

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Grant Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

**RESOLUTION NO. 2013
ACCEPTING THE ASSET TRANSFER OF INVENTORY OF
FURNITURE, FIXTURES, EQUIPMENT, MATERIALS,
SUPPLIES AND VEHICLES PURCHASED UNDER
PROBATION CONTRACTS FOR THE AMERICAN RED
CROSS COMMUNITY SERVICE PROGRAM AND
APPROPRIATING SUCH INVENTORY TO THE SUFFOLK
COUNTY DEPARTMENT OF PROBATION AND
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE
RELATED AGREEMENTS.**

WHEREAS, the Suffolk County Probation Department had contracted with American Red Cross for the purposes of making available adult and juvenile community service programs for the department; and

WHEREAS, such annual contracts were budget based and included the purchase of supplies, equipment and vehicles for the sole purpose of administering the program and facilitating work crews; and

WHEREAS, a comprehensive inventory was documented, and is attached hereto in .pdf form and made a part hereof, for the purpose of relinquishing possession of such inventory to the Department for the purpose of continuing the Community Service Program; and

WHEREAS, the Department of Probation finds that the retention of two (2) fifteen (15) passenger 2008 Ford E350 XL Super Duty vans (VIN #'s 1FBSS31L88DA08112 and 1FBSS31LX8DA51513) is required to ensure adequate transport van availability to maintain the transport functions for the Juvenile Day Reporting Center, Dual Recovery Program and Day Reporting Program; and

WHEREAS, the Department requests the transfer of the following three (3) vehicles to the Department of Fire, Rescue & Emergency Services finding that retention of one (1) fifteen (15) passenger 2000 Ford E350 van (VIN 1FBSS31LOYHB46168) and one (1) 1999 Ford F350 Super Duty Dump Body Truck (VIN 3FDWF36SXXMA30533) with one (1) 1999 Southwest Express Line Trailer- Model SW3001 (VIN 48B500E2XX2019871) would provide for the additional transportation of emergency personnel and equipment; and

WHEREAS, the Department of Probation finds that the retention of the remaining one (1) vehicle, a twelve (12) passenger 1998 Ford Club Wagon (VIN 1FBNE31LXWHA28484) with over 109,000 would provide for the transport of firearms range supplies, surveillance and the transport of Officers to trainings and intercept operations; and

WHEREAS, the Department requests the transfer of the following two (2) items listed under "Shop and Yard Work Inventory": one (1) Encore Proline Lawn Mower (Model #FC420VC75704) and one (1) Bunton Lawn Mower (Model/Serial #B4814KAW, #WB4864100) to the Suffolk County Sheriff's Office Yaphank Corrections Work Program; and

WHEREAS, the department is requesting that all remaining materials, supplies and equipment be accepted by the Department and made available for use by the

currently contracted Community Service Program vendor, EAC, Inc., for the continuation of the Community Service Program; and

WHEREAS, said inventory has not been included in the 2013 Suffolk County Operating Budget; and; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5(25) and (27), in that the resolution concerns transfer of previously purchased furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; and be it further

2nd RESOLVED, that the County Legislature hereby authorizes the transfer of all vehicles as stated above whereby increasing the fleet of the respective Suffolk County Departments approved pursuant to Chapter 186-2(b)(6) of the Suffolk County Code, and in accordance with or exceeding the County Vehicle Standards. The "vehicles" having been previously funded with county operating funds during various annual Community Service Program budgets.

3rd RESOLVED, that the County Legislature hereby authorizes the transfer of the "Shop and Yard Work Inventory" items as stated above whereby increasing the landscape equipment inventory of the Suffolk County Sheriff's Office. The inventory having been previously funded with county operating funds during various annual Community Service Program budgets.

4th RESOLVED, that the County Legislature hereby authorizes the transfer of all remaining materials, supplies and equipment to the Probation Department to be made available for use by the 2012 awarded contractor, EAC, Inc., whereby allowing for the start-up of the Work Crew component of the Community Service Program. The inventory having been previously funded with county operating funds during various annual Community Service Program budgets.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1353

12-PR-070

This ASSET TRANSFER AGREEMENT (this "Agreement"), is made between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Probation ("the Department"), located at 100 East Avenue, Yaphank, New York, 11980; and American Red Cross on Long Island, f/k/a The Suffolk County Chapter of the American Red Cross ("ARC"), a duly constituted local unit of the American National Red Cross, a federal corporation (36 U.S.C. § 1, et seq.), having its principal place of business at 195 Willis Avenue, Mineola, New York 11501.

Whereas, the County and ARC previously entered into a contract (Agreement No. 001-3184-4980-69-00006, referred to hereinafter as the "Contract") duly executed by the County and ARC, under which ARC agreed to provide Adult and Juvenile Community Service programs (referred to hereinafter as the "Services") for individuals under the supervision of the Department; and

Whereas, the latest amendment to the Contract expired on April 30, 2012; and

Whereas, ARC has acquired furniture, fixtures, equipment, materials, supplies, and vehicles it has utilized in connection with the delivery of the Services; and

Whereas, the Contract provides, in relevant part, that the County retains a proprietary interest in all furniture, removable fixtures, equipment, materials, supplies, and vehicles purchased or obtained by ARC under the Contract used in the delivery of the Services; and

Whereas, upon expiration of the Contract, the County has the right to have returned to its possession all available furniture, fixtures, equipment, materials, supplies, and vehicles purchased or obtained by ARC under the Contract used in the delivery of the Services, without any right to claim any reimbursement; and

Whereas, ARC now desires to surrender and return to the County all available furniture, fixtures, equipment, materials, supplies, and vehicles purchased or obtained by ARC under the Contract used in the delivery of the Services;

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

1.) Transfer to County. Subject to the terms and conditions herein, ARC hereby transfers, conveys and assigns to the County, and the County acquires, ARC's entire right, title and interest in, to and under all of the available assets and properties described below at paragraphs (a) and (b) (the "ARC Assets"):

a. Inventory. All available inventories of ARC furniture, fixtures, equipment, materials, supplies, and vehicles listed in Exhibit A, related parts thereto and all miscellaneous inventory acquired under the Contract related to the inventory set forth on Exhibit A (the "Inventory").

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- b. **Records.** All available records, reports, plans, product specifications, training manuals, correspondence, regulatory reports and documents, maintenance schedules, title documents, operating and production records, and other documents and data which relate to the Inventory as of the Effective Date of this Agreement.

 - c. All Inventory shall be transferred "as is" and "where is" (at 725 Veterans Memorial Highway, Building 16, North County Complex, Hauppauge, New York, unless otherwise provided for in Exhibit "A") on June 20, 2012. No representations, conditions or warranties, express or implied, including those of merchantability or fitness for a particular purpose, extend to such Inventory, except for the warranty of title as set forth in paragraph 3 of this Agreement. Nothing herein shall be deemed to negate any existing warranties or guarantees of the manufacturers of the Inventory and, to the extent permitted by the terms of such warranties or guarantees, ARC hereby assigns all of its rights with respect thereto to the County.
-
- 2.) **Delivery of ARC Assets.** The transfer of the ARC Assets shall take place on June 20, 2012. Upon completion of the transfer, the Department shall provide a written acknowledgment of receipt of the ARC Assets.

 - 3.) **Good Title to Inventory.** ARC is transferring to the County good and valid title to the Inventory, free and clear of all title defects, objections or other encumbrances. With respect to all vehicles set forth on Exhibit A, ARC shall execute title to such vehicles by June 20, 2012.

 - 4.) **Inventory List.** To the best of its knowledge, ARC represents that Exhibit A contains a complete list of all available furniture, fixtures, equipment, materials, supplies, and vehicles it has acquired and utilized in connection with the delivery of the Services.

 - 5.) **Notice.** Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to ARC at the address on page 1 of this Agreement; and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by ARC relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100 (Sixth Floor), Hauppauge, New York 11788-0099.

 - 6.) **Further Assurance and Cooperation.** The parties shall do and execute, or cause to be done and executed, all such further acts, as may be required to carry out the transfer of the ARC Assets contemplated under this Agreement.

 - 7.) **Entire Agreement.** This Agreement embodies the complete agreement and understanding of ARC and the County with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to the subject matter hereof.

8.) **Modification.** No change or modification of this Agreement shall be of any force unless such change or modification is in writing and has been signed by the duly authorized representatives of the parties hereto.

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

10.) **Effective Date.** The parties hereto have executed this Agreement effective as of the latest date written below.

American Red Cross on Long Island

County of Suffolk

By: [Signature]
Name: Mark Sacks

By: [Signature]
Name: Regina Calcaterra

Title: Business Associate

Title: Chief Deputy County Executive

Fed. Tax ID #: 11-2017936

Date: 6-25-12

Date: 06-20-12

Approved as to Legality:
Dennis M. Cohen, County Attorney

Approved:
Department of Probation

By: [Signature]
Name: Justin W. Smiloff

By: [Signature]
Name: Gerard J. Cook

Title: Assistant County Attorney

Title: Director

Date: 6-20-12

Date: 6/18/12



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One (1) Shredder
One (1) Non-Working Shredder

II. Shop and Yard Work Inventory

<u>Quantity</u>	<u>Type of Item</u>	<u>Code Number</u> (If applicable)
One (1)	Shop Vacuum	
One (1)	Generator	EX300D520106711 EOS-1014552
One (1)	Generator	EX300D520106711 EOS-1014691
One (1)	Hedge Trimmer	300605
One (1)	Hedge Trimmer	300605
One (1)	Chain Saw	CS4400
One (1)	Chain Saw	CS500
One (1)	Poulan 2000 Chain Saw	1F2466011
One (1)	Air Sweeper	136212
One (1)	Power Washer	00890
One (1)	Walker Air Blower	9900-00-01
One (1)	Lawn Mower	22260-2200001002
One (1)	Lawn Mower	22260-2000002761
One (1)	Lawn Mower	22260-220000997
One (1)	Lawn Mower	22260-9902341
One (1)	Weed Whacker	SRM-2601-063108
One (1)	Weed Whacker	SRM-2601-104087
One (1)	Weed Whacker	SRM-2601-087121
One (1)	Weed Whacker	SRM-2601-063936
One (1)	Weed Whacker	SRM-2601-063122
One (1)	Weed Whacker	SRM-260-05019117
One (1)	Weed Whacker	SRM-260-05018928
One (1)	Weed Whacker	SRM-260-05019037
One (1)	Back Pack Blower	578-152
One (1)	Back Pack Blower	578-185
One (1)	Back Pack Blower	015-513
One (1)	Back Pack Blower	578-174
One (1)	Back Pack Blower	578-134
One (1)	Lawn Boy Push Mower	22260-9904485
One (1) ✓	Encore Proline Lawn Mower	FC420VC75704
One (1) ✓	Bunton Lawn Mower	B4814KAW WB4864100
One (1)	TroyBilt Rototiller	12-194-121- 941201944

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III. Painting Supplies Inventory

<u>Quantity</u>	<u>Type of Item</u>
Several	Gloves
Several	Paint Brushes
Several	Plastic and Metal Trays
Several	Rollers
One (1)	Gray and Red Bin
Several	Drop Clothes
Several	Poly gloves
Five (5)	Empty Buckets
Several	Disposable Painting Suits
Several	Wash Buckets
Several	Paint Scrapers
Several	Spackle Knives
Several	Various Varieties of Paint and Primers

IV. Cleaning Supplies Inventory

<u>Quantity</u>	<u>Type of Item</u>
Several	Mops
Several	Brooms
Several	Windex
Several	Gloves
Several	Buckets
Several	Sponges
Several	Garbage Bags
Several	Pickers
Several	Hard Hats
Several	Vests

V. Tool Inventory

All of the tool inventory below is contained in the Southwest Express Line Landscape Trailer, VIN 48B500E2XX2019871, located in the parking lot of 725 Veterans Memorial Highway, Hauppauge, New York 11788.

<u>Quantity</u>	<u>Type of Item</u>
Two (2)	Flat Pick Axes
Three (3)	Tree Trimmers
Seven (7)	Weed Trimmers
Two (2)	Six Foot Ladders

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One (1)	Four Foot Ladder
Two (2)	Hand Trucks
Six (6)	Wheel Barrows
Two (2)	Sprinklers
Three (3)	Jumper Cables
One (1)	Rechargeable Inflator
One (1)	Orbit Sander
Eleven (11)	Hoses
One (1)	Sledge Hammer
One (1)	Bolt Cutter
One (1)	Rubber Mallet
Four (4)	Push Brooms with Handles
Seven (7)	Push Brooms with No Handles
Eight (8)	Wisk Brooms
Three (3)	Levels
Two (2)	Green Garbage Cans
Two (2)	Post Hole Diggers
Twenty (20)	Large Size Hedge Clippers
Thirteen (13)	Full Size Flat Shovels
Eighteen (18)	Small Size Flat Shovels
Ten (10)	Small Size Spade Shovels
Eight (8)	Full Size Flat Shovels
Twenty Three (23)	Plastic Rakes
Three (3)	Small Size Long Handle Planter Shovels
Twenty Two (22)	Small Size Hedge Clippers
Seven (7)	Metal Rakes with Handles
Four (4)	Metal Rakes without Handles
Four (4)	Pitch Forks
Two (2)	Snow Shovels
Thirty (30)	Garden Shovels
One (1)	Seed Spreader
Two (2)	Coal Shovels
Nine (9)	Steel Garden Rakes
Two (2)	Four Prong Garden Rakes
One (1)	Brush Hook
One (1)	Chain Saw on Pole
Two (2)	Pick Axes
One (1)	Wire Snap
One (1)	Garden Bed Edger
Nine (9)	Large Size Spade Shovels
Three (3)	Mop Handles
Three (3)	Branch Cutters
One (1)	Dust Broom
One (1)	Tripod
Four (4)	Fifty Foot Extension Cords
One (1)	Tool Box with Various Tools

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VI. Equipment that ARC had previously requested the Department to dispose of because it was obsolete or not working

<u>Quantity</u>	<u>Type of Item</u>	<u>Code Number</u>
One (1)	Mita DC Copier Model	37034211
One (1)	Mita DC Copier Model	37039122
One (1)	Konica Copier Model	13GM54842
One (1)	HP Printer 2280 Model	MY24NF14JR

VII. Vehicles

<u>Quantity</u>	<u>Make/Model</u>	<u>Vehicle Identification Number</u>
One (1)	1998 Ford 12 Passenger Club Wagon	1FBNE31LXWHA28484 <i>Probation</i>
One (1)	1999 Ford F350 Super Duty Dump Body Truck	3FDWF36SXXMA30533 <i>FRES</i>
One (1)	2000 Ford E350 15 Passenger Van (Missing one three passenger bench seat)	1FBSS31LOYHB46168 <i>FRES</i>
One (1)	2008 Ford E350 XL Super Duty 15 Passenger Van	1FBSS31L88DA08112 <i>Probation</i>
One (1)	2008 Ford E350 XL Super Duty 15 Passenger Van	1FBSS31LX8DA51513 <i>Probation</i>
One (1)	1999 Southwest Express Line Landscape Trailer-SW3001	48B500E2XX2019871 <i>FRES</i>

End of Text for Exhibit A

COUNTY OF SUFFOLK



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Steven Bellone
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PROBATION

Patrice S. Dhopolsky, Acting Director

March 11, 2013

Jon Schneider, Deputy County Executive

Enclosed please find 2 copies of the resolution packet prepared by the Suffolk County Department of Probation.

This resolution is to accept and appropriate the asset transfer of Inventory of Furniture, Fixtures, Equipment, Materials, Supplies and Vehicles purchased under numerous previous Probation contracts for the American Red Cross managed Adult and Juvenile Community Service Programs. The assets were transferred to the Department of Probation after the completion of the American Red Cross contract.

A copy of the "Asset Transfer Agreement" has been made a part of the resolution for the purpose of including comprehensive asset detail. Additionally, the resolution outlines the distribution of such inventory with specific disposition related to vehicles and two industrial lawn mowers. The remaining inventory is requested to remain under the ownership of the Probation Department for the purposes of furthering the Community Service programs now under the management of EAC, Inc. There is no monetary value assigned to the inventory. The 2008 fifteen (15) passenger vans were assigned County fleet numbers at the time of their purchase by American Red Cross (as reimbursed through Probation contract).

It is requested at this time that priority consideration be given to this resolution due to the fact that the inventory was relinquished by the American Red Cross and has been requested to be available for use as described in the Resolution.

Please feel free to contact Anne Abel at 2-5032 if you have any questions. I thank you in advance for any assistance that can be given to this matter.

Patrice S. Dhopolsky
Acting Director
852-5107

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

P.O. Box 188
YAPHANK, NEW YORK 11980 - 0188
(631) 852 - 5000

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation ACCEPTING THE ASSET TRANSFER OF INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, MATERIALS, SUPPLIES AND VEHICLES PURCHASED UNDER PROBATION CONTRACTS FOR THE AMERICAN RED CROSS COMMUNITY SERVICE PROGRAM AND APPROPRIATING SUCH INVENTORY TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE RELATED AGREEMENTS		
3. Purpose of Proposed Legislation SAME AS ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes ___ No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact SUFFOLK COUNTY PROBATION HAD CONTRACTED WITH AMERICAN RED CROSS FOR THE PURPOSE OF PROVIDING ADULT AND JUVENILE COMMUNITY SERVICE PROGRAMS FOR THE DEPARTMENT. THE CONTRACT EXPIRED ON APRIL 30, 2012. EAC, INC. NOW PROVIDES THIS SERVICE. THIS RESOLUTION ACCEPTS THE ASSET TRANSFER OF INVENTORY TO BE MADE AVAILABLE TO EAC, INC. FOR THE CONTINUATION OF THE COMMUNITY SERVICE PROGRAM.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact - UPON ADOPTION		
10. Typed Name & Title of Preparer THERESA LOLLO PRINCIPAL FINANCIAL ANALYST	11. Signature of Preparer <i>Theresa Lollo</i>	12. Date: April 19, 2013

**FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

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

1354

Introductory Resolution No. -2013
Introduced by Presiding Officer on request of the County Executive

Laid on the Table

4/23/13

RESOLUTION NO. - 2013, ACCEPTING AND APPROPRIATING A GRANT AWARD AS PARTNER IN A TRADE ADJUSTMENT ASSISTANCE COMMUNITY COLLEGE AND CAREER TRAINING GRANT FROM THE U.S. DEPARTMENT OF LABOR 100% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant award in the amount of \$103,739, including indirect costs, as a partner institution in a SUNY-wide Trade Adjustment Assistance Community College and Career Training Grant led by Monroe Community College, for the period of October 1, 2012 through September 30, 2016; and

WHEREAS, the program will provide funds for the design, implementation and delivery of training and education in advanced manufacturing leading to the credentialing and re-employment of TAA-eligible workers, veterans, and adult learners across the state; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant on March 21, 2013 by Resolution No. 2013.22; and

WHEREAS, the College anticipates spending the \$103,739, including indirect costs, in accordance with the terms of said grant award before September 30, 2016; now therefore be it

1st RESOLVED, that said grant partnership award, in the amount of \$103,739, including \$13,532 in indirect costs, for a SUNY-wide Trade Adjustment Assistance Community College and Career Training Grant Program, led by Monroe Community College, for the period of October 1, 2012 through September 30, 2016, be accepted and appropriated for the operation of the project as follows:

REVENUES:	<u>AMOUNT</u>
Federal Grant- TAACCCT:	\$103,739
GC77-GC7713-544252-G000	

APPROPRIATIONS:	<u>AMOUNT</u>
TAACCCT 12-13:	\$90,207
GC77-GC7713	

Suffolk County Community College
TAACCCT
GC77-GC7713

<u>611000-Personal Services:</u>	<u>\$72,576</u>
611100-Permanent Salaries	\$72,576
<u>628000-Employee Benefits:</u>	<u>\$15,966</u>
628160-TIAA CREF Retirement	\$5,806
628330-Social Security	\$5,552
628360-Health Insurance	\$3,258
628380-Benefit Fund Contribution	\$1,350
<u>714300-Travel</u>	<u>\$1,665</u>
714350-Travel, College Business	\$1,665

DATED:

APPROVED BY:

County Executive of Suffolk County

Suffolk

COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES

March 21, 2013

RESOLUTION NO. 2013.22 ACCEPTING A GRANT AWARD AS PARTNER IN A TRADE ADJUSTMENT ASSISTANCE COMMUNITY COLLEGE & CAREER TRAINING GRANT FROM THE U.S. DEPARTMENT OF LABOR

WHEREAS, Suffolk County Community College has received a grant award in the amount of \$103,739, including indirect costs, as a partner institution in a SUNY-wide Trade Adjustment Assistance Community College & Career Training Grant led by Monroe Community College for the period of October 1, 2012 through September 30, 2016, and

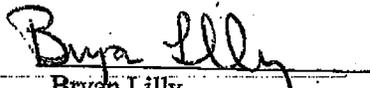
WHEREAS, the program will design, implement and deliver training and education in advanced manufacturing leading to the credentialing and re-employment of TAA-eligible workers, veterans, and adult learners across the state; and

WHEREAS, Suffolk will serve 75 participants interested in obtaining industry-recognized credentials incorporating the National Association of Manufacturers (NAM) Manufacturing Skills Certification System, thereby supporting Long Island manufacturers who require a skilled workforce to maintain their competitiveness and to grow the regional economy, be it therefore

RESOLVED, that a grant award, in the amount of \$103,739, including indirect costs, for a Trade Adjustment Assistance Community College & Career Training Grant for the period October 1, 2012 through September 30, 2016, is hereby accepted, and the College president or his designee is authorized to execute a Partner Agreement with Monroe Community College, which is serving as Lead Applicant.

Project Director: Amy Seal

Note: No full-time personnel


Bryan Lilly
Secretary

Central Administration
533 College Road
Selden, NY 11784-2899
(831) 461-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(831) 461-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(831) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(831) 548-2500

1354

Board of Trustees Meeting
Date: March 21, 2013

ABSTRACT

Grant Proposal Grant Award

Funding Source U. S. Department of Labor
Consortium Award to SUNY Community Colleges
(Lead: Monroe Community College)

Project Title: Trade Adjustment Assistance Community College and Career Training
(TAACCCT) T.E.A.M. (Training and Education in Advanced
Manufacturing)

Project Director: Amy Seal (.25 FTE)
Project Period: October 1, 2012 through September 30, 2016

Campus: Workforce Development Technology Center, Grant Campus

Amount of Award: \$ 103,739
Match/Fees: N/A
Total Program Budget: \$ 103,739
In-kind Contribution: N/A

Full-Time Positions/Reassigned Time: none

No. of Students to be Served: 75

Type of Student to be Served: TAA-Eligible; Adult Learner; Veterans

Description of Project:

The SUNY Alliance will design, implement and deliver a strategic approach to training and education in the advanced manufacturing industry sector, leading to the credentialing and reemployment of more than 2,600 TAA-eligible workers and veterans across the state. The project design features uniform, standardized curricula, integrated student services, prior learning assessments, workforce readiness assessments, and fast-track developmental education to provide students with stacked and latticed credentials to help them successfully complete their training and education in two years or less. SCCC has committed to serving 75 participants over the term of the grant which will result in industry-recognized credentials incorporating the National Association of Manufacturers (NAM) Manufacturing Skills Certification System to support Long Island manufacturers who require a skilled workforce to maintain their competitiveness and to grow the regional economy.

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Partner Agreement
between
Monroe Community College
and
Suffolk Community College

Lead Partner: Monroe Community College 1000 East Henrietta Road Rochester, New York 14623-5780	Partner: Suffolk County Community College 533 College Road Selden, NY 11784-2851
Prime Award no.: TC-23772-12-60-A-36	Prime Award Agency: U.S. Department of Labor
CFDA No. / 17.282	Partner DUNS no. 0891113300000
Period of Performance: October 1, 2012 thru September 30, 2016	Total Amount Funded: \$103,739
Project Title: Trade Adjustment Assistance Community College and Career Training Grants Program T.E.A.M. (Training and Education in Advanced Manufacturing)	

This Partner Agreement is made and entered into this 8th day of March 2013 to specify the terms and conditions under which MONROE COMMUNITY COLLEGE (hereinafter referred to as "MCC") and SUFFOLK COUNTY COMMUNITY COLLEGE (hereinafter referred to as "PARTNER"), individually and collectively hereinafter referred to as "the Parties," will participate in the conduct of a project supported by the U.S. Department of Labor (hereinafter referred to as "PRIME SPONSOR") entitled Trade Adjustment Assistance Community College and Career Training Grants Program, grant number, TC-23772-12-60-A-36 ("Prime Award").

1. SCOPE OF WORK

PARTNER agrees to provide all the necessary qualified personnel, equipment, materials (except as otherwise may be provided herein), and facilities to perform the work as described in the SUNY Statewide Community College Collaborative proposal, "2012 Round 11 TAACCCT Technical Proposal" which by this reference is incorporated into this Partner Agreement as Attachment A. Any change in the scope of work requires prior written approval of MCC. PARTNER agrees to perform the work within the costs outlined in the "TAACCCT Round 11 Proposal: Budget Narrative" referred to as Attachment B and within the period of performance.

2. PERIOD OF PERFORMANCE

The period of performance of this grant award shall be from October 1, 2012 through September 30, 2016 unless extended by amendment of this Partner Agreement.

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

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Accepting and Appropriating a Grant Award as Partner in a Trade Adjustment Assistance Community College and Career Training Grant from the U.S. Department of Labor 100% Reimbursed by Federal Funds at Suffolk County Community College

3. Purpose of Proposed Legislation

To accept and appropriate a grant award as partner in a Trade Adjustment Assistance Community College and Career Training Grant from the U.S. Department of Labor, led by Monroe Community College, in the amount of \$103,739, including indirect costs, during the 2012-2013 fiscal year and completing during the 2016-2017 fiscal year.

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

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact

\$103,739, including \$13,532 indirect costs, from the U.S. Department of Labor, as partner in a Trade Adjustment Assistance Community College and Career Training Grant, led by Monroe Community College, will provide for operating costs during the 2012-2013 fiscal year and completing during the 2016-2017 fiscal year.

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

Not Applicable

8. Proposed Source of Funding:

U.S. Department of Labor
Consortium Award to SUNY Community Colleges
Lead: Monroe Community College

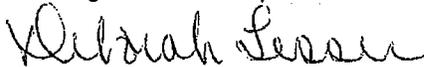
9. Timing of Impact:

October 1, 2012 through September 30, 2016

10. Name & Title of Preparer

Debra Lesser
Senior Accountant

11. Signature of Preparer



12. Date

March 13, 2013

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**2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Accepting and Appropriating a Grant Award as Partner in a Trade Adjustment Assistance Community College and Career Training Grant from the U.S. Department of Labor, 100% Reimbursed by Federal Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant award from the U.S. Department of Labor, Consortium Award to SUNY Community Colleges led by Monroe Community College in the amount of \$103,739, including indirect costs, for a Trade Adjustment Assistance Community College and Career Training Grants Program (TAACCCT) during the 2012-2013 fiscal year and completing during the 2016-2017 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant award from the U.S. Department of Labor, Consortium Award to SUNY Community Colleges led by Monroe Community College, in the amount of \$103,739, including indirect costs of \$13,532, for a Trade Adjustment Assistance Community College and Career Training Grants Program (TAACCCT).

JUSTIFICATION: The SUNY Alliance will design, implement and deliver a strategic approach to training and education in the advanced manufacturing industry sector, leading to the credentialing and reemployment of more than 2,600 TAA-eligible workers and veterans across the state. The project design features uniform, standardized curricula, integrated student services, prior learning assessments, workforce readiness assessments, and fast-track developmental education to provide students with stacked and latticed credentials to help them successfully complete their training and education in two years or less. SCCC has committed to serving 75 participants over the term of the grant which will result in industry-recognized credentials incorporating the National Association of Manufacturers (NAM) Manufacturing Skills Certification System to support Long Island manufacturers who require a skilled workforce to maintain their competitiveness and to grow the regional economy.

FISCAL IMPLICATIONS: None

Suffolk

COUNTY COMMUNITY COLLEGE

1354

To: John Schneider, Deputy County Executive
Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations

From: Gail Vizzini, V. P. for Business and Financial Affairs

Date: April 17, 2013

Subject: Request for a Resolution Accepting and Appropriating a
Grant Award for a Suffolk County Community College
Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award for a program at Suffolk County Community College.

Proposal Grant Award Subcontract

Project Name: Trade Adjustment Assistance Community
College & Career Training (TAACCCT)

Funding Source: U.S. Department of Labor
Consortium Award to SUNY Community
Colleges
Lead: Monroe Community College

Amount of Grant: \$ 103,739

Full Time Positions: None

Please call me if there are questions regarding this request.
An e-mail version of the resolution was sent to CERESOREVIEW:
File names: Reso-SCCC-TAACCCT Award 13.docx
Backup-SCCC-TAACCCT Award 13-SCIN 175A.docx

cc: Amy Seal, Project Director
John Lombardo, Assoc. V. P. of Marketing and Economic Development
John Bullard, Jr., Associate Dean for Financial Affairs

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Grant Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-8700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

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Intro. Res. No. -2013
Introduced by Legislator Calarco

Laid on Table 4/23/13

RESOLUTION NO. -2013, ESTABLISHING THE SOUTH SHORE COAST PROTECTION TASK FORCE

WHEREAS, the south shore of Suffolk County and its barrier islands have suffered significant damage in the past few years from Hurricane Irene and Superstorm Sandy; and

WHEREAS, the south shore has been the subject of multiple studies over the past twenty years, examining impacts and recommending action on a variety of issues specific to the infrastructure and environment of the area, including the impacts of groundwater contamination, stormwater runoff, coastal flooding and algal blooms; and

WHEREAS, these studies and reports address individual issues and do not provide a comprehensive perspective on how to best protect the infrastructure of the south shore from storm damage while maintaining a clean and healthy environment; and

WHEREAS, a group of experts should examine these reports and more recent data to develop strategies to mitigate the impact of future coastal storms and flooding to the infrastructure and environment of the south shore of Suffolk County; now, therefore be it

1st RESOLVED, that the Suffolk County South Shore Coast Protection Task Force ("Task Force") is hereby established to develop strategies to protect the infrastructure and environment of the south shore and the barrier islands of Suffolk County from the effects of future coastal storms and flooding; and be it further

2nd RESOLVED, that the Task Force shall consist of the following ten (10) members:

- 1) The Commissioner of the Department of Public Works, or his or her designee;
- 2) The Commissioner of the Department of Economic Development and Planning, or his or her designee;
- 3) A representative of the United States Geological Service;
- 4) A representative of the New York State Department of Environmental Conservation;
- 5) A representative of the Fire Island National Seashore;
- 6) A representative of the Army Corps of Engineers;
- 7) A representative of the Nature Conservancy;
- 8) Two individuals with municipal experience in stormwater, coastal flooding and hazard mitigation, to be selected by the County Legislature; and

- 9) A representative from the State University of New York at Stony Brook;

and be it further

3rd **RESOLVED**, that the Task Force 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 to select a chairperson, a vice chairperson and a secretary; and be it further

4th **RESOLVED**, that members of the Task Force shall serve with no compensation and at the pleasure of their respective appointing authorities; and be it further

5th **RESOLVED**, that the Task Force shall hold regular monthly meetings for six (6) months, keep a record of all its proceedings, and determine the rules of its own proceedings with special meetings to be called by the chairperson upon his or her own initiative or upon receipt of a written request therefor signed by at least three (3) members of the Task Force. Written notice of the time and place of such special meetings shall be given by the secretary to each member at least four (4) days before the date fixed by the notice for such special meeting; and be it further

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

7th **RESOLVED**, that clerical services involving the month-to-month operation of this Task Force, as well as supplies and postage as necessary, will be provided by the staff of the County Department of Public Works; and be it further

8th **RESOLVED**, that the Task Force 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 Task Force may delegate to any member of the Task Force the power and authority to conduct such hearings and meetings; and be it further

10th **RESOLVED**, that the Task Force shall cooperate with the Legislative Committees of the County Legislature and make available to each Committee's use, upon request, any records and other data it may accumulate or obtain; and be it further

11th **RESOLVED**, that the Task Force shall review existing plans and studies related to the infrastructure of the south shore of Suffolk County, including, but not limited to, groundwater and clean water resources reports prepared for the County of Suffolk, applicable town and village reports and studies, the Fire Island to Montauk Point Reformulation Study, the 1996 Fire Island Breach Contingency Plan, the 2007 Barrier Island Breach Management Plan for Fire Island National Seashore, environmental reports on the ecological health of the bay and any new groundwater and stormwater data; and be it further

12th **RESOLVED**, that the Task Force may seek the assistance and input of technical staff from any applicable County department, as needed; and be it further

13th **RESOLVED**, that the Task Force shall issue a written report after a comprehensive study and analysis of these documents which shall include the Task Force's findings and determinations and establish a comprehensive action plan identifying current vulnerabilities and making policy recommendations to protect infrastructure and residents on the south shore, as well as the coastal environment; and be it further

14th **RESOLVED**, that this Task Force 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 one hundred eighty (180) days from the administration of the oaths of office to all members for consideration, review and appropriate action, if necessary, by the entire County Legislature; and be it further

15th **RESOLVED**, that the Task Force shall expire, and the terms of office of its members terminate, one year after the effective date of this Resolution, at which time the Task Force shall deposit all the records of its proceedings with the Clerk of the Legislature; and be it further

16th **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

17th **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-south-shore-coast-protection-task-force

1356

Intro. Res. No. -2013

Laid on Table

4/23/13

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

**RESOLUTION NO. -2013, AMENDING THE ADOPTED
2013 OPERATING BUDGET TO TRANSFER FUNDS FROM
FUND 477 WATER QUALITY PROTECTION, AMENDING THE
2013 CAPITAL BUDGET AND PROGRAM, AND
APPROPRIATING FUNDS IN CONNECTION WITH COASTAL
STEWARD'S SHELLFISH RESTORATION PROJECT (CP
7180)**

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

WHEREAS, the Suffolk County Water Quality Review Committee at the September 25, 2012 meeting, pursuant to Article XII of the SUFFOLK COUNTY CHARTER, has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship funds; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has requested funding for this project which proposes restoration of the oysters population in the Port Jefferson and Mt. Sinai Harbors, which will improve water quality by removing pollutants, including excess nitrogen in coastal waters, and also to provide oysters for commercial and recreational harvesting to the community; and

WHEREAS, the project is consistent with the recommendations of the Long Island Sound Study Comprehensive Conservation and Management Plan (LISS CCMP) in accordance with the requirements of Article XII of the SUFFOLK COUNTY CHARTER by improving water quality; and

WHEREAS, the Town of Brookhaven by Resolution No. 2011-802, adopted September 20, 2011, authorized the entering into an Agreement with Coastal Steward, Inc., to assist in the restoration of the shellfish population, for which the town will: provide up to 70,000 seed oysters per year to the Consultant, and authorized the Consultant the use of town equipment and facilities to conduct the project; and

WHEREAS, the project will be initiated within three years of the date of adoption of this resolution; and

WHEREAS, funding is requested for this project through the Suffolk County Water Quality Protection and Restoration Program; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2013 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are available Fund 477 funds within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2013 Capital Budget and Program; now, therefore be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA") Environmental Conservation Law Article 8 found as documented in Resolution No. 4-2013 that this project constitutes an Unlisted Action, for which a Negative Declaration was issued; therefore the SEQRA review is complete and no further action needs to be taken by Suffolk County; and be it further

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

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

4th **RESOLVED**, that the Adopted 2013 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$115,786

and be it further

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

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT	525	R477	E525	Transfer from Water Quality Protection	\$115,786

(Ref. 525-CAP-IFTR-R477)

and be it further

6th **RESOLVED**, that the 2013 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 7180
 Project Title: Coastal Steward's Shellfish Restoration Project

	<u>Total Est'd Cost</u>	<u>Current 2013 Capital Budget & Program</u>	<u>Revised 2013 Capital Budget & Program</u>
TOTAL	\$115,786	\$0	\$115,786 W
	\$115,786	\$0	\$115,786

and be it further

7th **RESOLVED**, that the interfund revenues in the amount of \$115,786 be and hereby is appropriated as follows:

<u>Project No.</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7180.117	50	Coastal Steward's Shellfish Restoration Project	\$115,786

and be it further

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

9th **RESOLVED**, that the County Executive is hereby authorized to execute an intermunicipal agreement, if required, with the Town of Brookhaven, under Section 119-o of the NEW YORK GENERAL MUNICIPAL LAW which shall include, but not be limited to, a provision authorizing the Town of Brookhaven to monitor the Coastal Steward Shellfish Restoration Project; and be it further

10th **RESOLVED**, the County of Suffolk is authorized to enter into contract with Coastal Steward Inc., in connection with the Coastal Steward Shellfish Restoration Project in the amount of \$115,786, with an equivalent match required by Coastal Steward Inc.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1357

Intro. Res. No. -2013
Introduced by Legislators Gregory and Horsley

Laid on Table

4/23/13

RESOLUTION NO. -2013, AUTHORIZING SALE OF FOLEY FACILITY AND PROPERTY, YAPHANK

WHEREAS, the County of Suffolk owns the John J. Foley Skilled Nursing Facility, a 181,749 square foot building on approximately 14 acres of property, in Yaphank; and

WHEREAS, the County's attempts to sell or lease the Foley Facility to a private operator have failed despite two separate legislative votes in support of a sale; and

WHEREAS, the Foley Facility was unfunded in the County's 2013 Operating Budget and is now in the process of being closed; and

WHEREAS, the Foley Facility and the surrounding real property were declared surplus to the needs of the County by Local Law No. 54-2012; and

WHEREAS, the County of Suffolk faces a three year budget deficit estimated at \$250 million; and

WHEREAS, the County of Suffolk should now offer the Foley Facility and its surrounding property for sale to generate revenue to help close the County's budget deficit; now, therefore be it

1st RESOLVED, that it shall be the policy of the County of Suffolk to sell the John J. Foley Skilled Nursing Facility and surrounding property (more fully described in the attached Exhibit "A" which is made a part of this resolution) that will maximize the County's monetary return; and be it further

2nd RESOLVED, that the Division of Real Property Acquisition and Management within the Department of Planning and Environment, is hereby authorized, empowered and directed to determine how the property described in the attached Exhibit "A" should be offered for sale in order to maximize the monetary return to the County and is authorized to offer the real property for sale at the earliest time practicable; and be it further

3rd RESOLVED, that the contract of sale entered into by the County of Suffolk in accordance with this resolution will be subject to Legislative approval; and be it further

4th RESOLVED, this Legislature, being the lead agency under State Environmental Quality Review Act ("SEQRA") and Chapter 450 of the Suffolk County Code, hereby determines that this local law constitutes an unlisted action, pursuant to 6 NYCRR, Part 617 of the implementing regulations pertaining to Article 8 (SEQRA) of the Environmental Conservation Law; and be it further

5th RESOLVED, this Legislature hereby determines that implementation of this action will not have a significant adverse impact on the environment for the following reasons:

1. The action involves the simple transfer of the ownership of an existing operating facility and associated property with no change to the environment or facility operations;

2. The proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR which sets forth threshold for determining significant impact on the environment;
3. The proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;
4. The parcel does not appear to suffer from any severe environmental development constraints (no poor soil properties, no high groundwater and no unmanageable slopes); and be it further

6th **RESOLVED**, this Legislature hereby directs, in accordance with Section 450-5(c)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality to prepare and circulate any appropriate notices or determinations in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-authorize-sale-foley-facility-property

Description of Premises

COUNTY OF SUFFOLK - DEPARTMENT OF PUBLIC WORKS

Tax Map Nos. P/O 0200 - 742.00 - 01.00 - 003.001 &
P/O 0200 - 742.00 - 01.00 - 003.002

ALL that piece or parcel of land situate in the Hamlet of Yaphank, Town of Brookhaven, County of Suffolk, State of New York as shown on a Map prepared for Suffolk County and on file in the Office of the Commissioner of the Department of Public Works dated September 15, 2009 and described as follows:

COMMENCING at a point on the division line between the lands of the County of Suffolk on the east and the lands now or formerly of Harvey A. Auerbach, reputed owner on the west; said point also being on the division line between the lands of the County of Suffolk on the south, and the lands of the Metropolitan Transportation Authority and the Long Island Railroad, reputed owners on the north; thence S 04° 46' 00" E along the previously mentioned division line between the lands now or formerly of Harvey A. Auerbach, reputed owner on the west, and the County of Suffolk on the east, a distance of 1,834.49 feet to a point.

THENCE, N 84° 38' 50" E through the lands of the County of Suffolk, a distance of 4,700.34 feet to a point on the westerly boundary of Yaphank Avenue, CR 21;

THENCE, southerly along said boundary the following three (3) courses and distances:

1. S 05° 30' 19" E, a distance of 269.07 feet to a point;
2. S 10° 41' 32" E, a distance of 119.74 feet to a point;
3. S 05° 13' 41" E, a distance of 517.00 feet to the Point Of Beginning;

THENCE from said Point Of Beginning the following five (5) courses and distances:

1. S 84° 46' 19" W, a distance of 595.00 feet to a point;
2. N 05° 13' 41" W, a distance of 690.00 feet to a point;
3. S 84° 46' 19" W, a distance of 700.00 feet to a point;
4. S 05° 13' 41" E, a distance of 790.00 feet to a point;
5. N 84° 46' 19" E, a distance of 1,295.00 feet to a point on the aforementioned western boundary of Yaphank Avenue, CR 21;

THENCE, N 05° 13' 41" W along said boundary a distance of 100.00 feet to the Point Of Beginning, being 612,500 ± square feet or 14,061 ± acres MORE OR LESS.

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

1358

Intro. Res. No. -2013
Introduced by Legislator Spencer

Laid on Table 4/23/13

**RESOLUTION NO. - 2013, ADOPTING LOCAL LAW NO.
-2013, A LOCAL LAW ESTABLISHING REGISTRATION
REQUIREMENTS FOR POOL MAINTENANCE BUSINESSES
OPERATING IN SUFFOLK COUNTY**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2013, a proposed local law entitled, "**A LOCAL LAW ESTABLISHING REGISTRATION REQUIREMENTS FOR POOL MAINTENANCE BUSINESSES OPERATING IN SUFFOLK COUNTY**" now, therefore, be it

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

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

**A LOCAL LAW ESTABLISHING REGISTRATION REQUIREMENTS
FOR POOL MAINTENANCE BUSINESSES OPERATING IN
SUFFOLK COUNTY**

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that residents throughout Suffolk County own swimming pools and spas for their enjoyment in warm weather months.

This Legislature also finds that many swimming pool and spa owners use pool maintenance companies to provide routine cleaning and maintenance.

This Legislature determines that the maintenance of swimming pools and spas frequently involves the use of chemicals which, if used incorrectly, may be dangerous.

This Legislature further finds that pool maintenance companies operating in Suffolk County should register with the County and demonstrate adequate knowledge of pool maintenance in order to ensure that services are provided safely.

Therefore, the purpose of this law is to establish a registry for pool maintenance businesses operating in Suffolk County and establish minimum certification requirements.

Section 2. Definitions.

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

"Commissioner" shall mean the Commissioner of the Department of Labor, Licensing & Consumer Affairs.

"Department" shall mean the Department of Labor, Licensing & Consumer Affairs.

“Person” shall mean any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint-stock association, or other entity or business organization or any kind.

“Pool Maintenance Business” shall mean any person who engages in the routine maintenance and cleaning of swimming pools and spas for compensation.

Section 3. Registration Required; qualifications.

- A. Any person who operates a pool maintenance business in the County of Suffolk shall obtain a certificate of registration with the Department.
- B. Any person applying for a certificate of registration with the County as a pool maintenance business shall provide the Department with proof that they obtained the Association of Pool and Spa Professionals' Certified Maintenance Specialist Certification or other equivalent certification program approved by the Commissioner.

Section 4. Terms of Registration; renewal; fees.

- A. Each application for, or renewal of, a certification of registration shall be accompanied by a fee of \$100.
- B. The certification of registration, upon approval of the Department, shall be valid for a period of three (3) years.
- C. Applications for renewal of a certificate of registration shall be accompanied by proof that the person applying currently has a valid certification as a Certified Maintenance Specialist or an equivalent certification.

Section 5. Fines; suspension or revocation of registration; hearing.

- A. The Commissioner shall have the power to impose a civil fine not to exceed \$500 upon a registrant, to suspend or revoke a registration or to deny any application for the renewal of a registration for any one or more of the following causes:
 - 1. Fraud, deceit, misrepresentation or bribery in securing a registration certificate.
 - 2. The making of any false statement in an application of a registration certificate.
 - 3. Violation of any provision of this article, any other appropriate law or any rule or regulated promulgated thereunder.
 - 4. Fraud, deceit, or misrepresentation in providing services.
- B. No registration shall be suspended or revoked, nor any fine imposed until after a hearing has first been held before the Commissioner upon at seven (7) business days' notice. Such notice shall be served either personally or by certified mail, return receipt requested, to the last known address of the registrant and shall state the date and place of the hearing as well as enumerate the grounds constituting the allegations against such registrant. The registrant may be represented by counsel and may produce witnesses in his or her own behalf. A verbatim recording of the hearing shall be taken and preserved. For purposes of such hearing, the Commissioner may administer oaths to take testimony, subpoena witnesses and compel the production of books, paper, records or other documents deemed pertinent to the subject of the hearing.

Section 6. Penalties for failure to register.

Any person who operates a pool maintenance business without obtaining a registration certificate therefor or who shall continue to operate said business after having had his or her registration suspended or revoked shall be guilty of an unclassified misdemeanor, subject upon conviction to a fine of not more than \$5,000 or imprisonment for not more than one (1) year, or both. Each such violation shall constitute a separate offense.

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 one (1) year subsequent to filing of this law in the Office of the Secretary of State.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\laws\l-registration-pool-safety-maintenance-businesses

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING
P.O. Box 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: April 22, 2013

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2013

TITLE: I.R. NO. -2013; A LOCAL LAW ESTABLISHING REGISTRATION REQUIREMENTS FOR POOL MAINTENANCE BUSINESSES OPERATING IN SUFFOLK COUNTY

SPONSOR: LEGISLATOR SPENCER

DATE OF RECEIPT BY COUNSEL: 4/22/13 **PUBLIC HEARING:** 5/7/13

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

This proposed local law would require persons who operate a pool maintenance business¹ in the County of Suffolk to register with the Department of Labor, Licensing and Consumer Affairs ("the Department"). Persons applying for a certificate of registration must provide proof to the Department that they have obtained the Association of Pool and Spa Professionals' Certified Maintenance Specialist Certification.

Certificates of registration shall be valid for three (3) years. There is a \$100 fee for each application for a certificate of registration or its renewal. Renewal applications must be accompanied by proof that the applicant maintains a certification as a Maintenance Specialist.

The Commissioner of the Department shall have the power to impose civil fines of up to \$500.00 upon a registrant, to suspend or revoke a registration or to deny an application for renewal of registration upon a finding that the registrant committed a fraud in securing a registration certificate, made false statements on an application for a registration certificate, violated any provision of this law, or was guilty of fraud, deceit or misrepresentation when providing of services to a customer. No action will be taken by the Commissioner until he has conducted a hearing upon at least seven (7) business days' notice.

Any person who operates a pool maintenance business without obtaining a registration certification therefor, or continues to operate such business after having their registration suspended or revoked, shall be guilty of an unclassified misdemeanor, subject upon conviction to a fine of up to \$5,000.00 and/or imprisonment for up to one (1) year. Each violation shall constitute a separate offense.

This law will take effect one (1) year subsequent to its filing in the Office of the Secretary of State.

¹ "Pool maintenance business" is defined as "any person who engages in the routine maintenance and cleaning of swimming pools and spas for compensation."



GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-pool maintenance registry

1359

Intro. Res. No. -2013
Introduced by Legislator Spencer

Laid on Table

4/23/13

RESOLUTION NO. - 2013, ADOPTING LOCAL LAW NO. -2013, A LOCAL LAW TO AMEND CHAPTER 563 OF THE SUFFOLK COUNTY CODE TO FURTHER REGULATE THE INSTALLATION AND SERVICING OF SWIMMING POOLS AND SPAS IN SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2013, a proposed local law entitled, "**A LOCAL LAW TO AMEND CHAPTER 563 OF THE SUFFOLK COUNTY CODE TO FURTHER REGULATE THE INSTALLATION AND SERVICING OF SWIMMING POOLS AND SPAS IN SUFFOLK COUNTY**" now, therefore, be it

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

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

A LOCAL LAW TO AMEND CHAPTER 563 OF THE SUFFOLK COUNTY CODE TO FURTHER REGULATE THE INSTALLATION AND SERVICING OF SWIMMING POOLS AND SPAS IN SUFFOLK COUNTY

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that many homeowners in Suffolk County have swimming pools and spas for their enjoyment during warm weather months.

This Legislature further finds that the County regulates the maintenance and construction of swimming pools and spas under its Home Improvement Contractor's License.

This Legislature also determines that the design, installation and servicing of swimming pools and spas require specialized knowledge and skills which are not currently included in the County's Home Improvement Contractor law.

This Legislature finds that businesses which engage in the building and installation of swimming pools and spas should be have meaningful experience and be professionally certified in the construction of such structures.

This Legislature further determines that companies performing work on the heating elements of pools and spas should have significant experience servicing pools and be professionally certified to perform such services.

This Legislature finds and determines that businesses involved in the building, installation and servicing of swimming pools and spas should also be required to continually maintain, update and expand their knowledge of the field and any changes in its regulations.

Therefore, the purpose of this local law is to amend Chapter 563 of the SUFFOLK COUNTY CODE to add certain requirements to the Home Improvement Contractor's License specific to businesses involved in the building, installation and servicing of swimming pools and spas.

Section 2. Amendments.

Chapter 563 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 563. Licensed Occupations

* * * *

Article II. Home Improvement Contractors

§ 563-16. Definitions.

* * * *

HOME IMPROVEMENT CONTRACTING - Excluding work in the electrical and plumbing fields as defined by § 563-126 of this chapter, any repair, remodeling, alteration, conversion, modernization, improvement or addition to residential property, and includes but is not limited to painting of residential structures; carpentry; fencing; driveways; exterminating; flooring; ductwork for heating, ventilation and air-conditioning systems; masonry; roofing; siding; the construction, installation and/or servicing of swimming pools and permanent spas; and waterproofing; as well as other improvements to structures or upon land which are part of residential property, including landscaping and arboriculture, which as used herein shall mean tree sprayers, tree pruners, tree stump removers and all other tree services; but shall not include the construction of a new home or work done by a contractor in compliance with a guaranty of completion on new residential property or the sale of goods by a seller who neither arranges to perform nor performs, directly or indirectly, any work or labor in connection with the installation of or application of the goods or improvements to residences owned by or controlled by any government subdivision.

* * * *

§ 563-17. License required.

* * * *

F. Every person applying under this chapter for a license to engage in, or applying for the renewal of a license to engage in, home improvement contracting, as that term is used in this chapter, and who applies any fertilizer in the operation of such home contracting business shall take a turf management course approved by the Commissioner of the Department of Environment and Energy, pursuant to rules, regulations and standards to be promulgated by the Department of Environment and Energy.

G. Any applicant seeking a license to engage in, or applying for the renewal of a license to engage in, home improvement contracting, and who builds and installs swimming pools and permanent spas over 24 inches in depth must provide proof that he or she has obtained the Association of Pool and Spa Professionals' Certified Building Professionals certification or other pool building certification approved by the Commissioner and

demonstrate a minimum of two (2) years of experience in the building and installation of pools. These requirements shall not apply to individuals licensed as electricians or plumbers pursuant to Article XI of this Chapter.

H. Any applicant seeking a license to engage in, or applying for the renewal of a license to engage in, home improvement contracting, and who services the heating elements of swimming pools and permanent spas must provide proof that he or she has obtained the Association of Pool and Spa Professionals' Certified Service Technician, Certified Service Professional or Certified Builder Professional certification, or other equivalent certification program approved by the Commissioner, and demonstrate a minimum of two (2) years of experience and training in such servicing. These requirements shall not apply to individuals licensed as electricians or plumbers pursuant to Article XI of this Chapter.

I. Applicants seeking to renew a license to engage in home improvement contracting and who engage in the building, installation or servicing of swimming pools and permanent spas must provide documentation that the applicant has obtained a minimum of six (6) hours of continuing education in their industry since their last license application or renewal.

[G.] No applicant for a license renewal shall have any outstanding judgment for child support against him or her, or be in arrears in child-support payments as determined by official court records or official government records, at the time an application is filed for such license renewal. If an applicant has such a judgment against him or her, or is in such arrears, but is current in payments on a judicially approved payment schedule to pay off or reduce such judgment or arrears, then such individual shall not be deemed ineligible for a license renewal on the grounds of such judgment or arrears. At least 30 days prior to the expiration of a license, the Office shall send a written notice to a licensee informing said licensee of his or her obligation to comply with the provisions of this article pertaining to compliance with child-support obligations. If necessary, a second written notice shall be sent by the Office to a licensee 60 days after the license has lapsed informing said licensee of his or her obligation to comply with the provisions of this section pertaining to compliance with the child-support obligations. In addition, the County Department of Social Services, through its Child Support Enforcement Bureau, shall notify all current noncustodial parents of the obligations contained herein.

* * * *

Section 3. Applicability.

This law shall apply to all applications to obtain or renew a home improvement contractor's license on or after the effective date of this law.

Section 4. Existing License Holders.

Any current holder of a home improvement contractor's license shall obtain certification and provide documentation as required under the provisions of this law of same to the Department of Labor, Licensing and Consumer Affairs within one (1) year of 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-further-regulate-swimming-pools-spas

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING
P.O. Box 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: April 22, 2013

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2013

TITLE: I.R. NO. -2013; A LOCAL LAW TO AMEND CHAPTER 563 OF THE SUFFOLK COUNTY CODE TO FURTHER REGULATE THE INSTALLATION AND SERVICING OF SWIMMING POOLS AND SPAS IN SUFFOLK COUNTY

SPONSOR: LEGISLATOR SPENCER

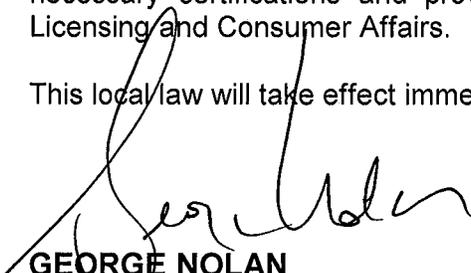
DATE OF RECEIPT BY COUNSEL: 4/22/13 PUBLIC HEARING: 5/7/13
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would amend Chapter 563 of the SUFFOLK COUNTY CODE to require applicants seeking a license to engage in home improvement contracting, and who build and install swimming pools and spas, to provide proof to the Department of Labor, Licensing and Consumer Affairs that they have obtained the Association of Pool and Spa Professionals' Certified Building Professionals certification. This local law would also require applicants for a home improvement contractor license who service the heating elements of a pool or spa to submit proof they have obtained the Association of Pool and Spa Professionals' Certified Service Technician, Certified Service Professional or Certified Building Professional certification. Licensed electricians and plumbers are not subject to any of the above stated requirements.

This law also requires that all applicants subject to the certification requirements provide documentation to the Department that they have attended a minimum of six (6) hours of continuing education on the building, installation and servicing of swimming pools or spas since their last license application or renewal.

Current holders of a home improvement contractor's license who engage in the building, installation and/or servicing of swimming pools and spas shall have one (1) year to obtain the necessary certifications and provide documentation of same to the Department of Labor, Licensing and Consumer Affairs.

This local 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 home improvement contractors pools

1360

Intro. Res. No. -2012

Laid on Table

4/23/13

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

RESOLUTION NO. 2012, ACCEPTING AND APPROPRIATING \$50,000 IN GRANT FUNDING FROM NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS TO UPDATE TO THE SUFFOLK COUNTY AGRICULTURAL AND FARMLAND PROTECTION PLAN

WHEREAS, Article 25-AAA of the New York State Agricultural and Markets Law directs the New York State Department of Agriculture and Markets Commissioner to initiate and maintain a state agricultural and farmland protection program to provide financial and technical assistance to municipalities; and

WHEREAS, Article 25-AAA of the New York State Agricultural and Markets Law authorizes the development of county agricultural and farmland protection plans which must include at least 1) the location of any lands or areas that are proposed to be protected; 2) an analysis of the value of such lands to the agricultural economy of the county, their open space value, the level of conversion pressure being experienced, and the consequences of possible conversion; and 3) a description of the activities, programs, and strategies intended to be used by the county to promote the maintenance of these lands in active agricultural uses; and

WHEREAS, this Legislature authorized, empowered and directed the Suffolk County Planning Department to file a grant application to the New York State Department of Agriculture and Markets by Resolution No. 429-2012 for 50% matching State Funds to assist in the development of an update to the Suffolk County Agricultural and Farmland Protection Plan; and

WHEREAS, the New York State has awarded Suffolk County \$50,000 in funding to update the 1996 Suffolk County Agricultural and Farmland Protection Plan with the project contract period of 09/21/2012 to 08/31/2014; and

WHEREAS, the total project budget is \$100,000, of which there is a required 50% match with at least 20% of the match (\$10,000) in cash comprised of non-county funds from project partners and with the remainder from in-kind matches from Suffolk County for personnel services (\$40,000); and

WHEREAS, New York State has approved the Long Island Community Foundation providing a \$10,000 grant to the Peconic Land Trust as a partner on the project to fulfill the required matching cash contribution; and

WHEREAS, the 2013 Adopted Operating Budget includes sufficient funding of existing permanent staffing salaries and fringe benefits to work on the project; and

WHEREAS, the 2013 Adopted Operating Budget does not include sufficient funding of temporary salaries and social security for temporary or seasonal personnel to work on the project; now therefore be it

1st RESOLVED, that the Suffolk County Economic Development and Planning Department is hereby authorized, empowered, and directed pursuant to Section 14-8(a)(9) of the Suffolk County Charter, to develop an update to Suffolk County Agricultural and Farmland Protection Plan, said plan to be reduced to writing for submission to the County Executive and

County Legislature no later than eighteen (18) months subsequent to the effective date of an award letter from the New York State Department of Agriculture and Markets Commissioner; and be it further

2nd **RESOLVED**, that the County of Suffolk hereby pledges and commits to match any State grant funds obtained pursuant to this program, in an amount not to exceed fifty thousand dollars (\$50,000), on a dollar-for-dollar basis with at least 20% of the match to be made in cash with non-county funds from project partners and the remainder to be made from in-kind matches for personnel services, consultant services, travel, expendable supplies, printing, or communication; and, be it further

3rd **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement and any and all contract documents related to these projects, on behalf of the County of Suffolk in the above referenced project; and be it further

4th **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said State Aid as follows:

REVENUE:	<u>STATE AID</u>	<u>AMOUNT</u>
001-EDP-(Unit) 8020-(Revenue) 3903 – NYS Dept. of Agriculture		\$50,000

EXPENSE:	<u>DEPT OF ECONOMIC DEVELOPMENT & PLANNING</u>		<u>AMOUNT</u>
	001-EDP-8020 PLANNING		
001-EDP-8020-1130- Temporary Salaries			\$5,000

<u>EMPLOYEE BENEFITS</u>			
001-EMP-9030 SOCIAL SECURITY			
001-EMP-9030-8330 – Social Security			\$382

and be it further

5th **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/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, and the Suffolk County Council

1360

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law Charter Law		
2. Title of Proposed Legislation		
Accepting and Appropriating \$50,000 in Grant Funding from New York State Department of Agriculture and markets to update the Suffolk County Agricultural and Farmland Protection Plan		
3. Purpose of Proposed Legislation		
To update the 1996 Suffolk County Agricultural and Farmland Protection Plan		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:		
N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
NYS Grant Funds in the amount of \$50,000		
9. Timing of Impact		
N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Lansdale Director of Planning		4/22/13

SCIN FORM 175b (10/95)

NEIL TOOMB
INTEGR. Rel Coord.

Neil Toomb

4/22/13

COUNTY OF SUFFOLK



Steven Bellone
SUFFOLK COUNTY EXECUTIVE

**Department of
Economic Development and Planning**

Joanne Minieri
Deputy County Executive and Commissioner

**Division of Planning
and Environment**

April 22, 2013

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788

Re: Reso-EDP-NYSAM GRANT FUNDS

Dear Mr. Schneider:

Enclosed herewith for your approval is original and one (1) copy of the proposed resolution with documentation pursuant to:

ACCEPTING AND APPROPRIATING \$50,000 IN GRANT FUNDING FROM
NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS TO
UPDATE THE SUFFOLK COUNTY AGRICULTURAL AND FARMLAND
PROTECTION PLAN

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures
Resolution + one copy

cc: Dennis M. Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lisa Santeramo, Asst. Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (electronic copy)

2013 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating \$50,000 in Grant Funding from the New York State Department of Agriculture and Markets to update the Suffolk County Agricultural and Farmland Protection Plan.

PURPOSE OR GENERAL IDEA OF BILL: To accept New York State grant funds in the amount of \$50,000 for the purpose of updating the 1996 Suffolk County Agricultural and Farmland Protection Plan.

SUMMARY OF SPECIFIC PROVISIONS: To develop an update to Suffolk County Agricultural and Farmland Protection Plan, said plan to be reduced in writing for submission to the County Executive and County Legislature no later than eighteen (18) months subsequent to the effective date of an award letter from the NYS Department of Agriculture and Markets Commissioner.

JUSTIFICATION: Article 25-AAA of the New York State Agricultural and Markets Law directs the New York State Department of Agriculture and Markets Commissioner to initiate and maintain a state agricultural and farmland protection program to provide financial and technical assistance to municipalities.

FISCAL IMPLICATIONS: **There is no fiscal impact to County.** The County of Suffolk will match the New York State grant funds (\$50,000) on a dollar-for-dollar basis with at least 20% of the match to be made in cash with non-county funds from project partners and with in-kind matches; and the County will use as a match private funds obtained to develop the plan.

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

1. Type of Legislation		
Resolution	<input checked="" type="checkbox"/>	Local Law
		<input type="checkbox"/>
		<input type="checkbox"/>
2. Title of Proposed Legislation		
Accepting and Appropriating \$50,000 in Grant Funding from New York State Department of Agriculture and markets to update the Suffolk County Agricultural and Farmland Protection Plan		
3. Purpose of Proposed Legislation		
To update the 1996 Suffolk County Agricultural and Farmland Protection Plan		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:		
N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
NYS Grant Funds in the amount of \$50,000		
9. Timing of Impact		
N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Lansdale Director of Planning		4/22/13

1362

Intro. Res. No. -2013
Introduced by Legislator Kennedy

Laid on Table

4/23/13

**RESOLUTION NO. -2013, AUTHORIZING ADDITIONAL
SPENDING REDUCTIONS TO AVOID BUDGET DEFICIT**

WHEREAS, the County of Suffolk faces an estimated three-year budget deficit of \$250 million; and

WHEREAS, the State Legislature's failure to authorize the sale/lease back of the H. Lee Dennison Building could add \$70 million to the County's deficit problem; and

WHEREAS, the County of Suffolk must now take serious action to prevent the County's budget deficit from ballooning out of control and to avoid further downgrades to the County's credit rating; and

WHEREAS, the SUFFOLK COUNTY ADMINISTRATIVE CODE authorizes the County Executive to unilaterally reduce and/or reserve expenditures in the adopted operating budget by 10% to address a deficit but requires legislative approval for deeper reductions; and

WHEREAS, the County Executive has issued an all-department heads memorandum directing his commissioner's to reduce budgeted expenditures by 10%; and

WHEREAS, the County Executive should be given the authority to further reduce spending in order to deal effectively with the burgeoning deficit; now, therefore be it

1st RESOLVED, that pursuant to Sections A4-7, A4-8 and A4-9 of the SUFFOLK COUNTY ADMINISTRATIVE CODE, the County Executive is hereby authorized and empowered to reduce and reserve appropriations in the 2013 adopted operating budget by an additional 5%, bringing his authority to reduce or reserve appropriations to a total of 15%, in order to address a deficit in fiscal year 2013; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

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

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

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

WHEREAS, these funds will be used for monitoring of cyanotoxins and other harmful algal blooms (HABs) investigations and also support of a HABs symposium; and

WHEREAS, there are sufficient funds within the 2013 Adopted Capital Budget and Program to cover the cost of said request under Capital Project No. 8224; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$25,000 in Suffolk County Serial Bonds; and

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

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (c) 20, 21, and 27 of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under SEQRA; and be it further

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

3rd RESOLVED, that the proceeds of \$25,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8224.116 (Fund 001-Debt Service)	40	Public Health Related Harmful Algal Blooms	\$25,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1364

Intro. Res. No -2013

Laid on the Table

4/23/12

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, APPROPRIATING FUNDS IN CONNECTION WITH THE ACQUISITION OF A SUFFOLK COUNTY NEW MICROSOFT ENTERPRISE AGREEMENT (CP 1815)

WHEREAS, the Commissioner of Information Technology has requested the appropriation of funds in connection with the acquisition of a Suffolk County New Microsoft Enterprise Agreement; and

WHEREAS, there are insufficient funds within the 2013 Capital Budget and Program to cover the cost of said request and it has been reviewed and approved by the Commissioner of Information Technology and the Performance Management Team; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2013 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of a new Microsoft Enterprise Agreement (EA), which shall cover 5000 licenses, promote numerous savings by eliminating the dependence on outdated and ineffective technology solutions; and

WHEREAS, the County had previously an EA, which lapsed at the end of 2011; and

WHEREAS, the new EA is for 5000 licenses for a five (5) year period at a total cost of \$4,879,452. The cost for the first year will be \$1,454,568, \$892,915 for the second year; \$892,915 for the third year; \$819,527 for the fourth year; \$819,527 for the fifth year in Suffolk County Serial Bonds; and

WHEREAS, this EA will provide tools needed to improve efficiency, ensure compliance with regulatory requirements and mandates, promote better workforce management and better serve Suffolk County constituents; and

WHEREAS, the tools included in EA agreement will improve County-wide the managing, analyzing and reporting on data; now therefore be it

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

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

3rd RESOLVED, that the 2013 Capital Budget and Program be and they are hereby amended as follows:

<u>Project No.</u>	<u>Project Title</u>	2013 Current Capital <u>Amount</u>	2013 Revised Capital <u>Amount</u>
525-CAP-6409.3xx (Construction)	Suffolk County Economic Development Infrastructure Project	\$2,000,000	\$800,000
525-CAP-1814.1xx (Planning)	Suffolk County Telephony Structural Improvements	\$250,000	\$0.00

4th RESOLVED, that the proceeds of the \$1,450,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1815.1xx (Fund 016 Debt Service)	New Microsoft Enterprise Agreement	\$1,450,000

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

1365

Intro. Res. No. - 2013

Laid on the Table

4/23/12

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. - 2013, AMENDING THE 2013
CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING
FUNDS IN CONNECTION WITH IMPROVEMENTS AND
MODIFICATIONS TO HEALTH CENTERS (CP 4082)**

WHEREAS, the Department of Health Services has received a RFP Waiver to negotiate with a Federally Qualified Health Center (FQHC) entity for the transition of the County-operated health centers to a public-private partnership, and the County has issued a RFP for the hospital-operated health centers to transfer to a FQHC entity in a public-private partnership(s); and

WHEREAS, New York State Department of Health has approved the re-purposing of the previously accepted Health Care Efficiency and Affordability Law Phase 6 (HEAL 6) grant funds for capital improvements to the County-operated health centers, as the funds will still achieve the goals of the grant by enhancing primary health care in Suffolk County; and

WHEREAS, New York State has approved the use of these HEAL grant funds awarded to Suffolk County be used to renovate or modify health centers if the delivery of primary care in Suffolk County is enhanced;

WHEREAS, Suffolk County operates two satellite health centers, one in East Hampton and one in Southampton;

WHEREAS, consolidation of the East Hampton and Southampton satellite health clinics and conversion to a FQHC would expand primary health services at a lower cost;

WHEREAS, New York State has approved the use of a portion of HEAL 6 grant funds for the consolidation and conversion of the east end health clinics but the County must in the first instance fund the entire cost of the project and will be subsequently reimbursed 100% by NYS;

WHEREAS, as of 12/31/13 all unexpended HEAL Grant 6 funds revert to the State of New York;

WHEREAS, Southampton hospital has indicated that it is ready for construction to commence immediately in order to comply with the terms of the HEAL 6 Grant;

WHEREAS, Southampton hospital owns the premises that will be used for the location of a full service, consolidated FQHC health center in Southampton;

WHEREAS, a portion of the County's HEAL 6 funds will be used to renovate this facility;

WHEREAS, Southampton Hospital has committed to contributing \$700,000 of NYS HEAL11 grant funding they have secured for the renovations to their facility required to meet FQHC standards;

WHEREAS, sufficient funds have not been included within the 2013 Capital Budget and Program and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization

is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal and/or State Aid; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of \$4,736,036 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C), 1, 2, 20, 21, and 27 of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-two (52) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 and as amended by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the 2013 Capital Budget and Program be and they are hereby amended as follows:

Project Number: 4082

Project Title: HEAL-6 Modifications at Health Centers

	<u>Total Est'd Cost</u>	<u>Current 2013 Capital Budget & Program</u>	<u>Revised 2013 Capital Budget & Program</u>
1. Planning and Design	\$ 236,036	\$0	\$ 236,036S
3. Construction	<u>\$4,500,000</u>	<u>\$0</u>	<u>\$4,500,000S</u>
TOTAL	\$4,736,036	\$0	\$4,736,036

and be it further

4th RESOLVED, that the proceeds of \$4,736,036 in State aid be and it hereby is appropriated as follows:

<u>Project Number</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-4082.110	40	Improvements & Modifications to Health Centers	\$236,036
525-CAP-4082.310	40	Improvements & Modifications to Health Centers	\$4,500,000

and be it further

5th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total State share of \$4,736,036; and be it further

6th **RESOLVED**, that the County Treasurer and the County Comptroller are hereby authorized and directed to accept State funding in the amount of \$4,736,036 into Capital Project 4082; and be it further

7th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with New York State and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

Introduced by the Presiding Officer on request of the County Executive

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

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

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

WHEREAS, in exchange for the assignment of a County VSO, the Town has approved the payment of \$25,000 per year to the County in consideration of such services and has also agreed to provide office space, and computer and telephone access for the Assigned Employee;

WHEREAS, the Town Board intends to authorize the Supervisor of Brookhaven to enter into an Intermunicipal Agreement with the County for the assignment of the VSO to the Town in accordance with the terms of the agreement outlined herein; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (c) (20) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes routine or continuing agency administration and management that does not include new programs or major reordering of priorities and adoption of these regulations, policies and procedures of this action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute an agreement with Town of Brookhaven and accepting funds associated with the cost of part-time assignment of a veterans services officer to the Town in accordance with the terms set forth above; and be it further

3rd RESOLVED, that the Intermunicipal agreement and all other contract documents shall be subject to the approval of the County Attorney.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

SERVICES AGREEMENT
Between
COUNTY OF SUFFOK, VETERANS SERVICE AGENCY AND
TOWN OF BROOKHAVEN

This Agreement ("Agreement") is between the TOWN OF BROOKHAVEN ("Town"), a municipal corporation of the State of New York, having its principle place of business at 1 Independence Hill, Farmingville, New York 11738 and,

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

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

Term of the Agreement: Shall be from May 15, 2013 through May 14, 2016, with two one-year options to renew the Agreement, which may be exercised at the request of the Town and with the consent of the County, not to exceed a total term of five (5) years.

Total Cost of Agreement: Shall not exceed \$25,000.00 in the first year, to be paid as set forth in Article 1 Section 3.

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

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

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

Description of Services

1. Conflicting Provisions
2. Description of Services
3. Fee for Services
4. Term
5. Termination
6. Relationship Between the Parties
7. Terms of Collective Bargaining Agreement
8. Responsibility for Wage and Benefits
9. Workers Compensation and Safety Practices
10. Indemnification
11. Notices
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14. Entire Agreement; No Oral Changes
15. Governing Law
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17. No Intended Third Party Beneficiaries
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Article II

Suffolk County Legislative Requirements

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2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
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11. Leadership in Energy and Environmental Design (LEED) Requirement
12. Light Pollution
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Article I
Description of Services

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

Whereas, the County has duly authorized the temporary assignment of a County employee to work from a Town facility (the "Assigned Employee"); and

Whereas, in exchange for the assignment of a County Veterans Service Officer, the Town has approved the payment of \$25,000 per year to the County in consideration of such services and has also agreed to provide office space, and computer and telephone access for the Assigned Employee;

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

1. Conflicting Provisions

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

2. Description of Services

A. Suffolk County agrees to assign/deploy one Veterans Service Officer ("VSO") from the Veterans Service Agency to provide services from a designated Town facility, on alternate business days, including but not limited to:

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

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

3. Fee for Services

- A. In consideration for the services rendered by the County pursuant to this Agreement, the Town shall pay to the County the Total Annual Amount of \$25,000.00.
- B. The Total Annual Amount shall be payable by the Town to the County, at County's address first set forth above, or at such other place designated by the County in writing, in twelve, equal monthly installments, upon the submission of an invoice to the Town no later than fifteen (15) days after the end of each month. Payment for invoices submitted by the County shall be made within fifteen (15) days of the due date.
- C. In the event the Option to renew this Agreement is exercised, the Town agrees to pay as the Fee for Services the amount mutually agreed to by the Parties, in writing, prior to the commencement of the Option Period.
- D. In addition to the Fee for Services, the Town agrees to provide the Assigned Employee with office space in Town facilities, which space shall also include phone and computer service, access to ordinary office equipment including, but not limited to copy and fax machines.

4. Term

- A. The term of this Agreement (the "Term") shall commence on May 15, 2013. The Term shall expire on May 14, 2016, or on such earlier date that this Agreement may terminate or expire as provided for herein.
- B. Upon the mutual consent of the Parties, this Agreement may be renewed for an additional year, commencing upon the expiration of the initial term. ("Option"). Said Option shall be exercised upon the Town notifying the Agency, in writing, by registered or certified mail, return receipt requested no less than ninety (90) days prior to the expiration of the current term of its desire to exercise the Option. In the event the County does not issue a written rejection to the requested Option, and the Parties agree to a Fee for Services, the Agreement may be deemed renewed for an additional year. All of the terms and conditions of this Agreement, other than the Fees for Services, shall apply to the Option. If the Town fails to notify Agency of its intent in accordance herewith, the Option shall be thereupon terminated. The County shall be under no obligation to send any notice to the Town regarding its obligation to notify the Agency of its intent to exercise said Option.

5. Termination

- A. *Ninety Days Termination.* Either Party may terminate the Agreement without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided,

however, that no such termination shall be effective unless the other Party is given at least ninety (90) days' notice.

B. *Event of Default.* A Party may immediately terminate the Agreement, upon notice to the other, for the following:

- i. Failure to provide services as required by this Agreement, provided that written notice of this default is received by the defaulting party and the same has not reasonably been cured within thirty (30) days; or
- ii. If the Town shall default in the payment when due of any installment of the Fees for Services or in the provision of facilities, phone and computer services, and any such default continues for ten (10) Business Days after the County has given written notice specifying such default.

C. *Duties upon Termination*

- i. The Assigned Employee shall discontinue the provision of Services at the Town Facility as directed in the termination notice.
- ii. The Town shall pay the County for the Services rendered through the date of termination.
- iii. The County shall be released from any and all liability under the Agreement, effective as of the date of the termination notice.
- iv. Nothing contained in this paragraph shall be construed as a limitation on the legal or equitable remedies, or other rights available to the Parties as set forth in the Agreement.

6. Relationship between the Parties

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

7. Term of Collective Bargaining Agreement

The parties hereto acknowledge that there currently exists a valid collective bargaining ("CBA") agreement covering the Assigned Employee. While the Parties acknowledge that Town is not a signatory to the CBA and is not legally bound by the CBA, the Town represents and warrants that it will not knowingly take any action or impose any requirements involving the Assigned Employee which would violate the terms of the CBA. The parties further acknowledge that entering into this Agreement does not in any way

change, revise or alter the obligations of the County under the applicable CBA or any other labor related federal or state law, nor does it legally bind the Town to the applicable CBA.

8. Responsibility for Wages and Benefits

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

9. Workers Compensation and Safety Practices

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

- E. If the Assigned Employee is injured at the Town facility, the Assigned Employee and/or the County shall act promptly to report the accident or injury to Town, in accordance with applicable laws.

10. Indemnification

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

11. Notices

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1) to the Town, at the address on page 1 of the Agreement; and 2) to the County at the Agency, at the address on page 1 of the Agreement, or as to either of the foregoing, to such other address, fax or e-mail as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Agency and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788.

12. Assignment

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

13. Severability

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

14. Entire Agreement; No Oral Changes

It is expressly agreed that this Agreement and any attached Exhibits constitute the entire understanding between the parties with respect to its subject matter and supersedes all prior agreement and understanding, written or oral, with respect to its subject matter. No

modification of the Agreement shall be valid unless in written form and executed by both parties.

15. Governing Law

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

16. Waiver

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

17. No Intended Third Party Beneficiaries

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

18. Certification

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

19. Interpretation

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

20. Headings

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

21. Survival

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

Article II

Suffolk County Legislative Requirements

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

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

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

Required Form:

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

2. Living Wage Law

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

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

terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

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

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

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

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.
- d. If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- e. If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

f. Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

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

4. Lawful Hiring of Employees Law

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

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial

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

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

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

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

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

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

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

5. Gratuities

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

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

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

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

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

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

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Suffolk County Local Laws Website Address

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

HOME RULE MESSAGE REQUESTING THE STATE OF NEW YORK TO ENACT LEGISLATION ESTABLISHING A BI-COUNTY COMMISSION IN THE COUNTIES OF NASSAU AND SUFFOLK TO STUDY THE FEASIBILITY OF ESTABLISHING THE STATE OF LONG ISLAND (SENATE BILL S.4398 AND ASSEMBLY BILL A.6391)

WHEREAS, Long Island sends billions of dollars annually to Albany in taxes on income, corporations, sales, mortgage, tobacco, insurance and alcohol, as well as racing and motor vehicle fees and MTA commuter taxes; and

WHEREAS, while Long Island receives billions of dollars in direct local aid, tuition assistance, highway aid, pension payments, lottery money, MTA subsidies and Medicaid payment from the State, a 2004 report prepared by Stony Brook University Center for Regional Policy Studies and Department of History and updated in 2008 by Dowling College's Long Island Economic and Social Policy Institute found that Long Island sent \$3 billion more to Albany than what was returned to the taxpayers of Suffolk and Nassau counties; and

WHEREAS, if this inequitable tax distribution was remedied, the average Long Island family of four would realize approximately \$4,000 per year in tax savings; and

WHEREAS, there has been a growing demand for Suffolk and Nassau counties to consolidate into one government to be known as the Commonwealth of Long Island or the State of Long Island; and

WHEREAS, the imbalance of payments between Long Island and Albany could be addressed by the creation of a state made up of both counties allowing the residents in the counties to exercise more control over their finances and relieve them of Albany mandates; and

WHEREAS, Long Island is geographically larger than the states of Rhode Island and Delaware and has a population of just under 3 million residents, which is larger than the combined populations of 17 states; and

WHEREAS, the feasibility of establishing Nassau and Suffolk Counties as a separate state should be seriously studied by representatives of both counties; now, therefore, be it

1st RESOLVED, that this Legislature hereby supports Senate Bill No. S.4398 and Assembly Bill No. 6391 to establish a bi-county commission to study

the feasibility of establishing the State of Long Island and authorize a non-binding ballot referendum for Nassau and Suffolk Counties in November, 2015; and be it further

2nd **RESOLVED**, that the Clerk of this Legislature is hereby directed to forward copies of this Resolution to Governor Andrew M. Cuomo; to the Majority Leader of the New York State Senate Dean Skelos; to the Speaker of the New York State Assembly Sheldon Silver; to the Minority Leaders of the New York State Senate and the New York State Assembly; and to each member of the Long Island delegation to the New York State Legislature.

DATED:

s:\memres\hr-2013-state of long island

STATE OF NEW YORK

S. 4398

A. 6391

2013-2014 Regular Sessions

SENATE - ASSEMBLY

March 26, 2013

IN SENATE -- Introduced by Sen. LAVALLE -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

IN ASSEMBLY -- Introduced by M. of A. THIELE -- read once and referred to the Committee on Governmental Operations

AN ACT in relation to establishing a bi-county commission in the counties of Nassau and Suffolk to study the feasibility of establishing the state of Long Island

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Legislative findings: Nassau and Suffolk counties comprise
2 an area of 2,826 square miles, larger than the states of Rhode Island
3 and Delaware. The combined population of the two counties is 2.832
4 million which is greater than the population of 17 states. For the years
5 2002-2004, Long Island paid 8.124 billion dollars in state taxes yet
6 only 5.2 billion dollars was returned in direct local aid, tuition
7 assistance, highway aid, pension payments, lottery money, metropolitan
8 transportation authority subsidies and Medicaid payments. For many years
9 the question of forming the state of Long Island has been discussed in
10 public and academic forums. The issue should be investigated, a report
11 prepared and referendum held in Nassau and Suffolk counties so the citi-
12 zens may be heard.

13 S 2. There is hereby established a Nassau and Suffolk bi-county
14 commission to study the feasibility of forming the state of Long Island
15 to consist of the counties of Nassau and Suffolk. Such commission shall
16 be comprised of 24 members, 12 of whom shall reside in the county of
17 Nassau and 12 of whom shall reside in the county of Suffolk. The county
18 executive of each county shall serve on the commission as co-chairs. Of
19 the remaining 22 members, 5 members from each county shall be appointed
20 by the county executive of the county in which such county executive

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD03782-01-3

S. 4398

2

A. 6391

1 serves; 3 members from each county shall be appointed by the majority
2 leader of the county legislature from the county in which such majority
3 leader serves, and 3 members from each county shall be appointed by the
4 minority leader of the county legislature from the county in which such
5 minority leader serves. Members of the commission shall receive no
6 compensation for their services, but shall be allowed their actual and
7 necessary expenses incurred in the performance of their duties. Members
8 of the commission shall serve at the pleasure of their appointing

9 authority. Vacancies on the commission shall be filled in the same
10 manner as the original appointment.

11 S 3. The study authorized by section two of this act shall be
12 completed and submitted to the Nassau county legislature and the Suffolk
13 county legislature on or before July 1, 2015.

14 S 4. At the general election to be held November 2, 2015, the county
15 of Nassau and the county of Suffolk shall be submitted to the voters of
16 such counties, a referendum concerning whether or not the state of Long
17 Island shall be formed. Such referendum shall be deemed approved if it
18 is approved by a majority of the voters voting on such referendum in
19 each county, provided however that the approval of such referendum shall
20 not be binding upon the county of Nassau or the county of Suffolk.

21 S 5. This act shall take effect immediately.

S T A T E O F N E W Y O R K

S. 4398

A. 6391

2013-2014 Regular Sessions
 S E N A T E - A S S E M B L Y
 March 26, 2013

IN SENATE -- Introduced by Sen. LAVALLE -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

IN ASSEMBLY -- Introduced by M. of A. THIELE -- read once and referred to the Committee on Governmental Operations

AN ACT in relation to establishing a bi-county commission in the counties of Nassau and Suffolk to study the feasibility of establishing the state of Long Island

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Legislative findings: Nassau and Suffolk counties comprise
 2 an area of 2,826 square miles, larger than the states of Rhode Island
 3 and Delaware. The combined population of the two counties is 2.832
 4 million which is greater than the population of 17 states. For the years
 5 2002-2004, Long Island paid 8.124 billion dollars in state taxes yet
 6 only 5.2 billion dollars was returned in direct local aid, tuition
 7 assistance, highway aid, pension payments, lottery money, metropolitan
 8 transportation authority subsidies and Medicaid payments. For many years
 9 the question of forming the state of Long Island has been discussed in
 10 public and academic forums. The issue should be investigated, a report
 11 prepared and referendum held in Nassau and Suffolk counties so the citi-
 12 zens may be heard.

13 S 2. There is hereby established a Nassau and Suffolk bi-county
 14 commission to study the feasibility of forming the state of Long Island
 15 to consist of the counties of Nassau and Suffolk. Such commission shall
 16 be comprised of 24 members, 12 of whom shall reside in the county of
 17 Nassau and 12 of whom shall reside in the county of Suffolk. The county
 18 executive of each county shall serve on the commission as co-chairs. Of
 19 the remaining 22 members, 5 members from each county shall be appointed
 20 by the county executive of the county in which such county executive

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets
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LBD03782-01-3

S. 4398

2

A. 6391

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2 leader of the county legislature from the county in which such majority
3 leader serves, and 3 members from each county shall be appointed by the
4 minority leader of the county legislature from the county in which such
5 minority leader serves. Members of the commission shall receive no
6 compensation for their services, but shall be allowed their actual and
7 necessary expenses incurred in the performance of their duties. Members
8 of the commission shall serve at the pleasure of their appointing
9 authority. Vacancies on the commission shall be filled in the same
10 manner as the original appointment.

11 S 3. The study authorized by section two of this act shall be
12 completed and submitted to the Nassau county legislature and the Suffolk
13 county legislature on or before July 1, 2015.

14 S 4. At the general election to be held November 2, 2015, the county
15 of Nassau and the county of Suffolk shall be submitted to the voters of
16 such counties, a referendum concerning whether or not the state of Long
17 Island shall be formed. Such referendum shall be deemed approved if it
18 is approved by a majority of the voters voting on such referendum in
19 each county, provided however that the approval of such referendum shall
20 not be binding upon the county of Nassau or the county of Suffolk.

21 S 5. This act shall take effect immediately.

1367
Intro. Res. No. -2013
Introduced by Legislator Gregory

Laid on Table 4/23/13

RESOLUTION NO. -2013, AUTHORIZING APPRAISAL FOR THE ACQUISITION OF DEVELOPMENT RIGHTS UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM AS AMENDED BY LOCAL LAW NO. 24-2007 - GUS WADE FARM PROPERTY - TOWN OF BABYLON

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," authorizes the use of 31.10 per cent of sales and compensating use tax proceeds generated each year for Specific Environmental Protection, including acquisition of open space; environmentally sensitive lands; farmland development rights; hamlet parks; active recreational parks; or historic/cultural parks, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, the Gus Wade Farm property is comprised of twenty five lots in the Town of Babylon; and

WHEREAS, the County and the property owner are interested in preserving the development rights of the Farm to ensure the land continues to be used for farming in perpetuity; and

WHEREAS, the acquisition of the development rights for Gus Wade Farm fall outside the annual review period of the Suffolk County Farmland Committee, but should move forward to ensure the preservation of these development rights in Babylon; now, therefore be it

1st RESOLVED, that any acquisition of these parcels are to be made in accordance with the procedures set forth in Chapter 8 of the SUFFOLK COUNTY CODE which provided that they will be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation(s) of the Suffolk County Farmland Committee; and be it further

2nd RESOLVED, that the following parcel(s) listed below, are hereby approved for appraisal and ultimate inclusion in the Suffolk County New Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER

<u>PARCEL:</u>	<u>SUFFOLK COUNTY TAX MAP NUMBER:</u>	<u>ACRES:</u>	<u>REPUTED OWNER:</u>
No. 1	District Section Block Lot		SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and be it further

3rd RESOLVED, that the Director of Real Estate and/or her designee, is hereby further authorized, empowered and directed, pursuant to Section A35-3 of the SUFFOLK COUNTY CODE, to initiate written contact with the owner(s) of the property for purposes of

determining the interest of the reputed owner in selling the development rights of such parcel(s), prior to ordering an appraisal; and be it further

4th **RESOLVED**, that the Director of Real Estate and/or her designee, is hereby authorized, empowered and directed, pursuant to Section A35-3 of the SUFFOLK COUNTY CODE, to have the subject parcels appraised; and be it further

5th **RESOLVED**, that the Director of Real Estate and/or her designee, is hereby authorized, empowered and directed to present the property and its appraisal to the Environmental Trust Review Board (ETRB), at the next semi-annual meeting of the ETRB which shall be designated to occur in June and December of each year, for purposes of establishing the maximum, final, binding and non-appealable offering price for such parcels; and be it further

6th **RESOLVED**, that the results of the ETRB evaluation for such parcels will be presented to this Legislature, together with the ETRB evaluation and initial rating conducted by the Division of Planning and Environment for all parcels considered at the June or December meeting of the ETRB, as applicable, for purposes of authorizing the Director of Real Estate, or her designee, to present an offer of purchase to the reputed owner of such parcels based on the ETRB appraisal amount and to proceed with taking all such further steps as may be necessary or desirable to acquire the parcels provided for herein; and be it further

7th **RESOLVED**, that the survey, title search, environmental assessment, and actual acquisition of such parcels shall be subject to approval via duly enacted resolution of this Legislature; and be it further

8th **RESOLVED**, that the cost of appraisals shall be paid from the funds to be appropriated pursuant to Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

9th **RESOLVED**, that the Director of Real Estate and/or her designee, is hereby further authorized, empowered and directed, pursuant to Section A35-3 of the SUFFOLK COUNTY CODE, to utilize such valid appraisals for the subject parcels as may be made available to the County by any pertinent municipality, either voluntarily or upon request by the County of Suffolk; and be it further

10th **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\gus wade farm development rights

EXHIBIT A

<u>PARCEL:</u>	<u>SUFFOLK COUNTY TAX MAP NUMBER:</u>	<u>ACRES:</u>	<u>REPUTED OWNER:</u>
No. 1	0100 01300 0200 039001	0.4	Gustave Wade
No. 2	0100 01300 0200 039002	0.6	Gustave J. & Carol Wade
No. 3	0100 01300 0200 039003	0.3	Gustave Wade
No. 4	0100 01300 0200 039004	0.3	Gustave J. & Carol Wade
No. 5	0100 01300 0200 039005	0.3	Gustave Wade
No. 6	0100 01300 0200 039006	0.3	Gustave J. & Carol Wade
No. 7	0100 01300 0200 039007		Gustave Wade
No. 8	0100 01300 0200 039008		Gustave J. & Carol Wade
No. 9	0100 01300 0200 039009		
No. 10	0100 01300 0200 039010		
No. 11	0100 01300 0200 039011		
No. 12	0100 01300 0200 039012	0.2	Gustave J. & Carol Wade
No. 13	0100 01300 0200 039013	0.3	Carol Wade
No. 14	0100 01300 0200 039014	0.3	Gustave Wade
No. 15	0100 01300 0200 039015		
No. 16	0100 01300 0200 039016		
No. 17	0100 01300 0200 039017		
No. 18	0100 01300 0200 039018		
No. 19	0100 01300 0200 039019	0.2	Gustave J. & Carol Wade
No. 20	0100 01300 0200 060001		
No. 21	0100 01300 0200 060002		
No. 22	0100 01300 0200 060003		
No. 23	0100 01300 0200 060004		
No. 24	0100 01300 0200 060005		
No. 25	0100 01300 0200 060006		

TOTAL ACRES: