

Home Rule Message No. 10 -2013  
Introduced by Presiding Officer Lindsay

**HOME RULE MESSAGE REQUESTING THE  
STATE OF NEW YORK TO AMEND THE  
RETIREMENT AND SOCIAL SECURITY LAW, IN  
RELATION TO PERFORMANCE OF DUTY  
DISABILITY RETIREMENT OF SUFFOLK  
COUNTY PROBATION OFFICERS**

**WHEREAS**, under existing law, Suffolk County Probation Officers are entitled to a performance of duty disability retirement allowance equal to one-third their final average salary; and

**WHEREAS**, Suffolk County Probation Officers undergo intensive public safety and rehabilitation training, including training in the use of firearms; and

**WHEREAS**, Suffolk County Probation Officers are classified as "peace officers" and they supervise thousands of felony/misdemeanor offenders in the community; and

**WHEREAS**, Probation Officers execute arrest warrants, conduct warrantless searches for weapons and narcotics, confiscate contraband and make summary arrests; and

**WHEREAS**, the work performed by Probation Officers is inherently dangerous, which exposes them to risk of serious physical injury; and

**WHEREAS**, legislation has been introduced in the New York State Legislature that would increase the performance of duty disability retirement allowance for Probation Officers to one-half of their final average salary, which is the same level of benefit now afforded to Suffolk County Correction Officers; and

**WHEREAS**, this Legislature believes that it is equitable and appropriate to provide Suffolk County Probation Officers parity and consistency with other Suffolk County law enforcement officers; now, therefore, be it

**1st RESOLVED**, that this Legislature hereby requests the State of New York to enact Senate Bill No. S.05153 and Assembly Bill No. A.8160 to amend the Retirement and Social Security Law to provide Suffolk County Probation Officers with a performance of duty disability retirement allowance equal to one-half of their final average salary; 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-Probation Officers disability



Watch Live

Bill No.:  
 Summary
  Actions
  Votes
  Memo
  Text (*Printer friendly text*)
**S05153 Summary:**

BILL NO S05153

SAME AS SAME AS [A08160](#)

SPONSOR FLANAGAN

COSPNSR

MLTSPNSR

Add SS63-g &amp; 607-i, R &amp; SS L

Provides a performance of duty disability to suffolk county probation officers.

[Go to top](#)**S05153 Text:**

## STATE OF NEW YORK

5153

2013-2014 Regular Sessions

IN SENATE

May 13, 2013

Introduced by Sen. FLANAGAN -- read twice and ordered printed, and when printed to be committed to the Committee on Civil Service and Pensions

AN ACT to amend the retirement and social security law, in relation to probation officers in the Suffolk county department of probation

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

1 Section 1. The retirement and social security law is amended by adding  
2 a new section 63-g to read as follows:

3 S 63-G. PERFORMANCE OF DUTY DISABILITY RETIREMENT; CERTAIN EMPLOYEES.  
4 ANY MEMBER EMPLOYED BY THE SUFFOLK COUNTY PROBATION DEPARTMENT AS A  
5 PROBATION OFFICER, WHO BECOMES PHYSICALLY OR MENTALLY INCAPACITATED FOR  
6 THE PERFORMANCE OF DUTIES AS THE NATURAL AND PROXIMATE RESULT OF AN  
7 INJURY SUSTAINED IN THE PERFORMANCE OR DISCHARGE OF HIS OR HER DUTIES  
8 SHALL BE PAID A PERFORMANCE OF DUTY DISABILITY RETIREMENT ALLOWANCE  
9 EQUAL TO ONE-HALF HIS OR HER FINAL AVERAGE SALARY.

10 S 2. The retirement and social security law is amended by adding a new  
11 section 607-i to read as follows:

12 S 607-I. PERFORMANCE OF DUTY DISABILITY RETIREMENT; CERTAIN EMPLOYEES.  
13 ANY MEMBER EMPLOYED BY THE SUFFOLK COUNTY PROBATION DEPARTMENT AS A  
14 PROBATION OFFICER, WHO BECOMES PHYSICALLY OR MENTALLY INCAPACITATED FOR  
15 THE PERFORMANCE OF DUTIES AS THE NATURAL AND PROXIMATE RESULT OF AN  
16 INJURY SUSTAINED IN THE PERFORMANCE OR DISCHARGE OF HIS OR HER DUTIES  
17 SHALL BE PAID A PERFORMANCE OF DUTY DISABILITY RETIREMENT ALLOWANCE  
18 EQUAL TO ONE-HALF HIS OR HER FINAL AVERAGE SALARY.

19 S 3. This act shall take effect immediately.

FISCAL NOTE.--This bill would provide improved disability benefits to probation officers employed by the Suffolk County probation department. They would be eligible for a performance of duty disability retirement allowance which would be 50% of final average salary.

[Back](#)[Bill Search & Legislative Information Home](#)[Assembly Home](#)[Bill / Floor Vote Search](#)[New York State Laws](#)[Legislative Calendar](#)[Public Hearing Schedules](#)[Assembly Calendars](#)[Assembly Committee Agenda](#)

If this legislation is enacted during the 2013 legislative session, we anticipate that there will be an increase of approximately \$226,000 in

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

LBD10682-03-3

S. 5153

2

the annual contributions of the Suffolk County for the fiscal year ending March 31, 2014.

In addition to the annual contributions discussed above, there will be an immediate past service cost of approximately \$970,000 which will be borne by Suffolk County as a onetime payment. This estimate is based on the assumption that payment will be made on February 1, 2014.

These estimated costs are based on 214 known affected members having a total salary for the fiscal year ending March 31, 2013 of approximately \$17.9 million.

Summary of relevant resources:

Data: March 31, 2012 Actuarial Year End File with distributions of membership and other statistics displayed in the 2012 Report of the Actuary and 2012 Comprehensive Annual Financial Report.

Assumptions and Methods: 2010, 2011 and 2012 Annual Report to the Comptroller on Actuarial Assumptions, Codes Rules and Regulations of the State of New York: Audit and Control.

Market Assets and GASB Disclosures: March 31, 2012 New York State and Local Retirement System Financial Statements and Supplementary Information.

Valuations of Benefit Liabilities and Actuarial Assets: summarized in the 2012 Actuarial Valuations report.

I am a member of the American Academy of Actuaries and meet the Qualification Standards to render the actuarial opinion contained herein.

This estimate, dated May 10, 2013 and intended for use only during the 2013 Legislative Session, is Fiscal Note No. 2013-144, prepared by the Actuary for the New York State and Local Employees' Retirement System.

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Page display time = 0.0664 sec



Watch Live

Bill No.:  
 Summary  Actions  Votes  Memo  Text (*Printer friendly text*)
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[New York State Laws](#)
[Legislative Calendar](#)
[Public Hearing Schedules](#)
[Assembly Calendars](#)
[Assembly Committee Agenda](#)
**A08160 Summary:**

BILL NO A08160

SAME AS SAME AS [S05153](#)

SPONSOR Sweeney (MS)

COSPNSR Thiele

MLTSPNSR

Add SS63-g &amp; 607-i, R &amp; SS L

Provides a performance of duty disability to Suffolk county probation officers.

[Go to top](#)**A08160 Text:**

## STATE OF NEW YORK

8160

2013-2014 Regular Sessions

IN ASSEMBLY

August 30, 2013

Introduced by M. of A. SWEENEY, THIELE -- read once and referred to the Committee on Governmental Employees

AN ACT to amend the retirement and social security law, in relation to probation officers in the Suffolk county department of probation

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- 7 INJURY SUSTAINED IN THE PERFORMANCE OR DISCHARGE OF HIS OR HER DUTIES
- 8 SHALL BE PAID A PERFORMANCE OF DUTY DISABILITY RETIREMENT ALLOWANCE
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- 11 section 607-i to read as follows:
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- 14 PROBATION OFFICER, WHO BECOMES PHYSICALLY OR MENTALLY INCAPACITATED FOR
- 15 THE PERFORMANCE OF DUTIES AS THE NATURAL AND PROXIMATE RESULT OF AN
- 16 INJURY SUSTAINED IN THE PERFORMANCE OR DISCHARGE OF HIS OR HER DUTIES
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- 18 EQUAL TO ONE-HALF HIS OR HER FINAL AVERAGE SALARY.
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FISCAL NOTE.--This bill would provide improved disability benefits to probation officers employed by the Suffolk County probation department. They would be eligible for a performance of duty disability retirement allowance which would be 50% of final average salary.

If this legislation is enacted during the 2013 legislative session, we anticipate that there will be an increase of approximately \$226,000 in

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LBD10682-03-3

A. 8160

2

the annual contributions of the Suffolk County for the fiscal year ending March 31, 2014.

In addition to the annual contributions discussed above, there will be an immediate past service cost of approximately \$970,000 which will be borne by Suffolk County as a onetime payment. This estimate is based on the assumption that payment will be made on February 1, 2014.

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This estimate, dated May 10, 2013 and intended for use only during the 2013 Legislative Session, is Fiscal Note No. 2013-144, prepared by the Actuary for the New York State and Local Employees' Retirement System.

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Page display time = 0.1019 sec

**PROCEDURAL RESOLUTION NO. 14-2013, APPORTIONING  
MORTGAGE TAX BY: COUNTY TREASURER**

**1<sup>st</sup>**           **RESOLVED**, that the joint reports of the Recording Officer and the County Treasurer as filed with this Legislature on August 16, 2013 relative to the distribution of mortgage taxes for the three month period ending June 30, 2013, be accepted and that the amounts specified therein as Exhibit "A" be fixed and determined as the amounts due the Towns and Villages respectively; and be it further

**2<sup>nd</sup>**           **RESOLVED**, that the Presiding Officer and Clerk of this Legislature be authorized to execute and deliver to the County Treasurer a warrant of this Legislature directing her to make the payments therein specified in the report in accordance with the provisions of Section 261 of the Tax Law.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §C2-15(A) OF THE SUFFOLK COUNTY  
CHARTER AND CHAPTER 86 OF THE SUFFOLK COUNTY CODE

EXHIBIT A

OFFICE OF THE COUNTY LEGISLATURE  
Riverhead, New York

TO THE TREASURER OF SUFFOLK COUNTY:

Pursuant to the authority conferred by Section 261 of the New York State Tax Law and a resolution adopted this day relative to the distribution of the mortgage taxes to the several tax districts of this County of the three month period ending June 30, 2013, the County Legislature of this County this day assembled hereby directs you to pay the Supervisors of the several Towns and to the Treasurers of the several villages, as herein after specified, such sums as are listed in the schedule following:

<b>To the Supervisors of the Towns of:</b>	
Babylon	\$779,042.91
Brookhaven	\$2,516,598.38
East Hampton	\$1,274,898.09
Huntington	\$1,668,137.04
Islip	\$1,789,249.23
Riverhead	\$241,685.13
Shelter Island	\$83,889.43
Smithtown	\$1,111,995.71
Southampton	\$1,666,819.22
Southold	\$288,370.91
<b>TOTAL TOWNS</b>	<hr/> <b>\$11,420,686.05</b>

**To the Treasurers of the Village of:**

Amityville	\$25,402.50
Babylon	\$32,409.90
Lindenhurst	\$51,281.93
Belle Terre	\$6,901.83
Bellport	\$11,950.69
Lake Grove	\$38,931.31
Mastic Beach	\$26,481.43
Old Field	\$10,420.57
Patchogue	\$27,531.35
Poquott	\$5,160.09
Port Jefferson	\$66,207.64
Shoreham	\$2,799.80
East Hampton	\$158,748.16
Sag Harbor	\$16,850.42
Asharoken	\$7,330.06
Huntington Bay	\$11,446.75
Lloyd Harbor	\$37,776.39
Northport	\$29,332.52
Brightwaters	\$12,801.26
Islandia	\$26,561.50
Ocean Beach	\$9,072.48
Saltaire	\$10,072.12
Dering Harbor	\$1,724.08
Head of the Harbor	\$13,845.45
Nissequogue	\$17,775.37
Village of the Branch	\$11,904.17
North Haven	\$28,769.42
Quogue	\$60,977.31
Sagaponack	\$82,707.26
Sag Harbor	\$23,547.56
Southampton	\$212,464.73
Westhampton Beach	\$52,952.06
Westhampton Dunes	\$10,116.55
Greenport	\$6,834.60
<b>TOTAL VILLAGES</b>	<b>\$1,149,089.26</b>
<b>GRAND TOTAL</b>	<b>\$12,569,775.31</b>

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**Presiding Officer, County Legislature**

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**Clerk, County Legislature**

DATED:

1793

Intro Res. No. -13

Laid on Table

9/12/13

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -13, AMENDING THE HOURLY RATE FOR A TITLE IN THE SUFFOLK COUNTY TEMPORARY CLASSIFICATION AND SALARY PLAN**

**WHEREAS**, the Department of Labor, Licensing and Consumer Affairs has requested that the hourly rate for the title mentioned herein be increased so as to attract qualified and trained personnel; and

**WHEREAS**, the Suffolk County Department of Labor, Licensing and Consumer Affairs is the only County department to use the title; and

**WHEREAS**, the Department's 2013 Adopted Budget includes adequate appropriations to attract qualified individuals for these positions at the proposed rate; now, therefore be it;

**1<sup>ST</sup> RESOLVED**, that the Suffolk County Temporary Classification and Salary Plan be amended as follows:

<u>TITLE</u>	<u>SPEC NO.</u>	<u>JC</u>	<u>CURRENT RATE</u>	<u>REVISED RATE</u>
Labor Technician	3720	NC (PT)	\$ 8.00	\$ 15.00

**2<sup>ND</sup> RESOLVED**, that the amended hourly rate will become effective on October 8, 2013.

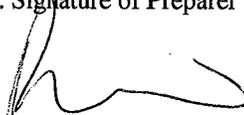
APPROVED BY: \_\_\_\_\_

County Executive of Suffolk County

Date of Approval:

1793

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <b>XX</b> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>AMENDING THE HOURLY RATE FOR A TITLE IN THE SUFFOLK COUNTY TEMPORARY CLASSIFICATION AND SALARY PLAN</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? <b>Yes XX No</b>		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<b>County</b>	<b>Town</b>	<b>Economic Impact</b>
<b>Village</b>	<b>School District</b>	<b>Other (Specify):</b>
<b>Library District</b>	<b>Fire District</b>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
This resolution will change the temporary salary and classification plan for the Labor Technician title.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Unknown		
8. Proposed Source of Funding		
County Operating Budget		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		9-5-13

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

1793

**GENERAL FUND**

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

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

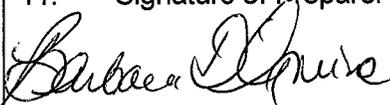
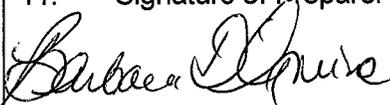
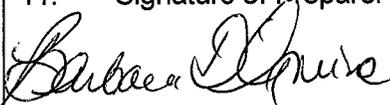
	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

**NOTES:**

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

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1793

1.	Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law			
2.	Title of Proposed Legislation: <b>AMENDING THE HOURLY RATE FOR A TITLE IN THE SUFFOLK COUNTY TEMPORARY CLASSIFICATION AND SALARY PLAN</b>			
3.	Purpose of Proposed Legislation <b>To amend the hourly rate.</b>			
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? (check appropriate category) <input type="checkbox"/> County <input type="checkbox"/> Town <input type="checkbox"/> Economic Impact <input type="checkbox"/> Village <input type="checkbox"/> School District <input type="checkbox"/> Other (Specify <input type="checkbox"/> Library District <input type="checkbox"/> Fire District <input checked="" type="checkbox"/> NOT APPLICABLE			
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact			
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. N/A			
8.	Proposed Source of Funding <b>2013 Budget</b>			
9.	Timing of Impact <b>IMMEDIATE</b>			
10.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%; vertical-align: top;">                             Typed Name &amp; Title of Preparer   <b>BARBARA D'AMICO DIRECTOR OF FINANCE</b> </td> <td style="width: 25%; vertical-align: top;">                             11. Signature of Preparer    </td> <td style="width: 30%; vertical-align: top;">                             12. Date   <b>July 31, 2013</b> </td> </tr> </table>	Typed Name & Title of Preparer  <b>BARBARA D'AMICO DIRECTOR OF FINANCE</b>	11. Signature of Preparer  	12. Date  <b>July 31, 2013</b>
Typed Name & Title of Preparer  <b>BARBARA D'AMICO DIRECTOR OF FINANCE</b>	11. Signature of Preparer  	12. Date  <b>July 31, 2013</b>		

1793

**2013 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** To amend the hourly rate for a title in the Suffolk County temporary classification and salary plan.

**PURPOSE OR GENERAL IDEAL OF BILL:** To amend the hourly rate for a title in the Suffolk County temporary classification and salary plan.

**SUMMARY OF SPECIFIC PROVISIONS:** Self-explanatory.

**JUSTIFICATION:** Hourly rate to be adjusted to attract qualified and trained individuals needed to fill the Labor Technician position.

**FISCAL IMPLICATIONS:** No impact on County.

# COUNTY OF SUFFOLK



1793

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

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

ADDRESS CORRESPONDENCE TO:  
P.O. BOX 6100  
HAUPPAUGE, N.Y. 11788-0099  
e-mail: [sc.dol@suffolkcountyny.gov](mailto:sc.dol@suffolkcountyny.gov)  
PHONE # (631) 853-6600  
[www.suffolkcountyny.gov/labor](http://www.suffolkcountyny.gov/labor)

## MEMORANDUM

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

FROM: Samuel Chu, Commissioner 

DATE: July 31, 2013

RE: INTRODUCTORY RESOLUTION

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

RESOLUTION NO. -13, TO AMEND THE HOURLY RATE FOR A TITLE IN THE  
SUFFOLK COUNTY TEMPORARY CLASSIFICATION AND SALARY PLAN.

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE  
"RESO-LLCA-AMEND HOURLY RATE."

Thank you for your assistance.

\* \* \*

SC:dv  
Attachment

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

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

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

---

Submitting Department  
(Dept. Name & Location):

**Suffolk County Department of Labor  
Bldg. 17, No. County Complex  
Veterans Memorial Highway  
Hauppauge, NY 11788**

Department Contact Person  
(Name & Phone No.):

**Barbara D'Amico  
36669**

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Suggestion Involves:

Technical Amendment  
 Grant Award  
 Other

New Program  
 Contract (New\_Rev.\_).

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

**To amend the hourly rate.**

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

**N/A**

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PLEASE FILL IN REVERSE SIDE OF FORM

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

Resolution Title: **AMENDING THE HOURLY RATE FOR A TITLE IN THE SUFFOLK COUNTY  
TEMPORARY CLASSIFICATION AND SALARY PLAN**

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Purpose/Justification of Request: **To amend the hourly rate for a title in the Suffolk County temporary classification and salary plan.**

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Specify Where Applicable:

1. Is request due to change in law? yes \_\_\_\_\_ no X  
If yes, please explain:
  
  2. Has this resolution been submitted previously? yes \_\_\_\_\_ no X  
If yes, give I.R.#, attach copy and reason for resubmittal:
  
  3. Is back up attached? yes X no \_\_\_\_\_
  
  4. Is this resolution subject to SEQRA review? yes \_\_\_\_\_ no X
- 

**Fiscal Information:**

Budget Line:

Amount & source of outside funding:

Federal \$  
State \$  
County \$  
(Town) Other \$

---

**Contact Person** Barbara D'Amico **Telephone Number** 3-6669

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Instructions: All departments must submit this form, along with your draft resolution for Legislative action, to the Budget Office no later than noon on the Monday before the Thursday deadline imposed by the Legislature.

Intro. Reso. No. **1794-13**

Laid on Table **9/12/13**

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2013, ACCEPTING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$180,564 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A DEDICATED COMMERCIAL MOTOR VEHICLE SAFETY ENFORCEMENT PROJECT WITH 80% SUPPORT**

**WHEREAS**, the United States Department of Transportation made available an initial award of \$171,893 in Federal funding from the Federal Motor Carrier Safety Administration for the Suffolk County Police Department to conduct Commercial Motor Vehicle Safety Checkpoints and Highway Safety Patrols; and

**WHEREAS**, the United States Department of Transportation has made available an additional award under this same program of \$180,564 in Federal funding from the Federal Motor Carrier Safety Administration for a total award of \$352,457; and

**WHEREAS**, the initial award of \$171,893 was accepted by Adopted Resolution Number 553-2013; and

**WHEREAS**, the contract period for the program will be from March 1, 2013 through September 30, 2014; and

**WHEREAS**, matching funds totaling \$45,141 for the program are included in the 2013 Suffolk County Operating Budget; and

**WHEREAS**, said grant funds totaling \$180,564 have not been included in the 2013 Suffolk County Operating Budget; now, therefore, be it

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

<u>REVENUES:</u>	<u>AMOUNT</u>
115-4324 - Federal Aid: MCSAP High Priority 2013	\$180,564

ORGANIZATIONS:

Police Department (POL)  
MCSAP High Priority 2013  
115-POL-3647

<u>1000-Personal Services</u>	<u>\$135,054</u>
1120-Overtime Salaries	135,054
<u>4300-Travel</u>	<u>\$ 10,622</u>
4310-Employee Misc - Expenses	1,320
4330-Travel Employee Contracts	302
4340-Travel Other Contracts	9,000

Employee Benefits  
Retirement  
115-EMP-9010

<u>8000-Employee Benefits</u>	<u>\$32,929</u>
8280-Employee Retirement System	32,929

Employee Benefits  
Social Security  
115-EMP-9030

<u>8000-Employee Benefits</u>	<u>\$ 1,959</u>
8330-Social Security	1,959

and be it further

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

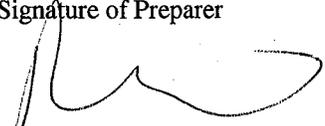
DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County  
Date of Approval:

1794

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>ACCEPTING &amp; APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$180,564 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR A DEDICATED COMMERCIAL MOTOR VEHICLE SAFETY ENFORCEMENT PROJECT WITH 80% SUPPORT</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The grant provides \$180,564 for participation in the Motor Vehicle Safety Enforcement Project with 80% support. \$45,141 in matching costs are included in the operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between March 1, 2013 and September 30, 2014. Matching funds are included in the operating budget.		
8. Proposed Source of Funding		
United States Department of Transportation		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		9-5-13

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

1794

**GENERAL FUND**

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

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

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

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 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.

1794

**2013 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

Title Of Bill: Accepting & appropriating grant funds in the amount of \$180,564 from the United States Department of Transportation for a dedicated commercial motor vehicle safety enforcement project with 80% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept the 2<sup>nd</sup> Phase of a grant award totaling \$352,457. The 1<sup>st</sup> Phase award totaling \$171,893 was received earlier this year and accepted by Adopted Resolution # 553-2013. The 2<sup>nd</sup> Phase of \$180,564 has now been awarded for a total grant award of \$352,457. Funding will enhance Suffolk County's enforcement efforts in the area of commercial motor vehicle and highway safety.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept the supplemental funding in the amount of \$180,564 from the United States Department of Transportation which will be used to support enforcement activities targeting commercial motor vehicle traffic and highway safety regulations in Suffolk County.

JUSTIFICATION: Suffolk County leads all other counties in New York State in commercial motor vehicle registrations, including both trucks and buses. 90% of the goods delivered to Long Island arrive by truck. In addition, a significant number of coach buses operate between the East End and NYC and tour buses bring customers to two outlet centers and East End wineries. During the summer, passenger vehicle traffic increases as tourists travel to a variety of Suffolk locations. In Suffolk, from 2009-2011 there were 37 fatal commercial vehicle crashes, including two fatal bus crashes in 2010. These crashes represent 35% of the state totals. Non-commercial vehicle crashes in Suffolk also share with large truck crashes a high percentage (75%) of driver contributing factors, including aggressive driving related factors and driver distraction.

Grant funding will provide for additional commercial vehicle safety enforcement and aggressive driving enforcement for commercial and passenger vehicles.

COUNTY OF SUFFOLK

1794

STEVEN BELLONE  
COUNTY EXECUTIVE



EDWARD WEBBER  
POLICE COMMISSIONER

POLICE DEPARTMENT  
MEMORANDUM

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

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

**DATE:** August 12, 2013

**SUBJECT:** Resolution Packet for the MCSAP High Priority 2013 Grant Program – Phase 2

Attached please find the following for the United States Department of Transportation, Federal Motor Carrier Safety Administration grant program :

- ❖ Draft Resolution
- ❖ Memorandum of Support
- ❖ Grant SCIN Forms
- ❖ Request for Introduction of Legislation
- ❖ Financial Impact Statement
- ❖ Copy of proposed contract between Suffolk County and the United States Department of Transportation, Federal Motor Carrier Safety Administration

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

MW/sck

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



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



1794

<b>COORDINATION OF GRANT APPLICATION OR CONTRACT</b> <b>County of Suffolk</b>		<b>DATE 11/15/2012</b> <b>REV 8/12/2013</b>
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

**Instructions:** Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (\*) in the item box and attach additional information on an 8 1/2" X 11" sheet cross referenced to the item.

**I. BACKGROUND INFORMATION**

1. Grant Title **Motor Carrier Safety Assistance Program (MCSAP) High Priority 2013**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program): Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) Pub. L. No.109-59, § 4107(a), 119 Stat. 1144, 1719-20 (2005), *as amended by* SAFETEA-LU Technical Corrections Act of 2008, Pub. L. 110-244, §4101(a), § 4107, 122 Stat. 1572, 1616, *as amended by* Moving Ahead for Progress in the 21st Century, Pub. L. No.112-141, §§ 32603(a), 112002(a) (2012) administered by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA).

3. Grant/Contract Status (Check One Box)  
 A.  New Program Application  
 B.  Renewal Application  
 C.  Supplemental (Specify) Supplemental Award to Motor Carrier Safety Assistance Program (MCSAP) High Priority 2013  
 D.  Extension of Funding Period  
 E.  Contract

General Purpose of Grant/Contract (Describe briefly). Funding will support enhanced Commercial Motor Vehicle safety enforcement, additional safety checkpoints and two low profile crew cab specialty vehicles.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

**II. BUDGET INFORMATION**

1. Term of Contract From 3/1/13 To: 9/30/14

2. Financial Assistance Requested

SOURCE	SECOND FUNDING CYCLE 3/1/11-8/31/12		THIRD FUNDING CYCLE 9/1/13-9/30/14		THIRD FUNDING CYCLE- Supplemental 9/1/13-9/30/14	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$329,876	80%	\$171,893	80%	\$180,564	80%
State	\$	%	\$	%	\$	%
Private	\$	%	\$	%	\$	%
County	\$82,469	19.97%	\$42,974	20%	\$45,141	20%
<b>Total</b>	<b>\$412,345</b>	<b>100%</b>	<b>\$214,867</b>	<b>100%</b>	<b>\$225,705</b>	<b>100%</b>

3. Explanation of Requested County Financial Assistance			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$45,141	\$	\$45,141
A. Cash Contribution	\$45,141	\$	\$45,141
B. In-Kind Contribution	\$	\$	\$
4. Total Number of New Positions Requested      0		5. Can This Program Be Refunded by the Proposed Non-County Sources?	
		X	YES
			NO
6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)			
Some additional indirect costs resulting from administrative oversight may be incurred.			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?			
In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.			
8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).			
<b>III. COUNTY EXECUTIVE'S OFFICE REVIEW</b>			
1. Intergovernmental Relations Division Review:	Approved	2. Signature of Coordinator	3. Date
	Disapproved		
4. Comments			
5. Budget Office Review:	Approved	6. Signature of Budget Director	7. Date
	Disapproved		
8. Comments			

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2013

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
<b>1000 PERSONAL SERVICES:</b> 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	<b>135,054</b>	<b>30,349</b> 30,349		Straight Time is for Required Match
<b>2000 EQUIPMENT:</b> 2010 Furniture & Fixtures 2020 Office Machines 2030 Purchase of Automobiles 2040 Trucks, Trailers, and Jeeps 2090 Radio and Communication 2500 Other Equip Not Otherwise				
<b>3000 SUPPLIES MATERIALS &amp; OTHERS:</b> 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3310 Clothing and Accessories 3500 Other Unclassified 3680 Repairs: Special Equipment 3770 Advertising				
<b>4000 UTILITIES:</b> 4010 Telephone & Telegraph 4210 Computer Services				
<b>4300 TRAVEL:</b> 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts	<b>10,622</b> 1,320 302 9,000			

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2013

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Benefit Fund Contribution	34,888 32,929  1,959	14,792 8,619  2,041 3,693 439		County fringes on salaries are part of 20% required match.
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants  
 SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Sergeant	6	103.55/hr OT	Various	100		
Police Officer	6	90.12/hr OT	Various	100		
Police Officer (Matching-Existing)	6	60.08/hr straight	Various		100	
Lieutenant		115.28/hr OT	Various	100		

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION  
OFFICE OF THE COUNTY EXECUTIVE  
COUNTY OF SUFFOLK

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

---

Submitting Department  
(Dept. Name & Location)

Department Contact Person  
(Name & Phone No.)

Suffolk County Police Department  
30 Yaphank Avenue, Yaphank

Sarah Furey, Sr. Grants Analyst  
852-6042

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Resolution Involves:

Technical Amendment

New Program

Grant Award

Contract (New  Rev. )

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Explanation of Proposed Resolution

To accept and appropriate supplemental grant funds in the amount of \$180,564 from the United States Department of Transportation, with 80% support.

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Summary of Resolution Benefits

Accepting said grant funds will allow the Suffolk County Police Department to implement a Commercial Motor Vehicle Safety and Aggressive Driving Enforcement program with 80% support.

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

1. Type of Legislation

Resolution  X

Local Law     

Charter Law     

2. Title of Proposed Resolution

Accepting and appropriating grant funds in the amount of \$180,564 from the United States Department of Transportation for a dedicated Commercial Motor Vehicle Safety Enforcement project with 80% support.

3. Purpose of Proposed Legislation

To accept and appropriate said grant funds in the amount of \$180,564 for the Suffolk County Police Department to enhance its ability to conduct Commercial Motor Vehicle Safety checkpoints and enhanced highway safety patrols, with 80% support.

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

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

County

Town

Economic Impact

Village

School District

Other (specify):

Library District

Fire District:

6. If answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

No costs are anticipated other than minor increases in routine administrative costs, associated with an increase in the number of summonses written.

8. Proposed Source of Funding

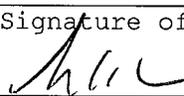
US Department of Transportation, Federal Motor Carrier Safety Administration

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer  
Susan C. Krause, Grants Analyst

11. Signature of Preparer



12. Date

8/12/2013



**U.S. Department of Transportation**  
**Federal Motor Carrier**  
**Safety Administration**

# Grant Agreement

1. RECIPIENT NAME AND ADDRESS County of Suffolk 30 Yaphank Ave Yaphank, NY 11980-9641		2. AGREEMENT NUMBER: FM-MHP-0142-13-01-01	3. AMENDMENT NO. 1	
		4. PROJECT PERFORMANCE PERIOD: FROM 03/01/2013 TO 09/30/2014		
		5. FEDERAL FUNDING PERIOD: FROM 03/01/2013 TO 09/30/2014		
1A. IRS/VENDOR NO. 116000464		6. ACTION Request for Incremental Funding		
1B. DUNS NO. 103800934		FUNDING		TOTAL
7. CFDA#: 20.218		9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT		352,457.00
8. PROJECT TITLE FY 2013 CMV Safety Enforcement, Outreach, and Training		10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT		88,115.00
		11. TOTAL AMOUNT OF THIS AGREEMENT		440,572.00
12. GRANTEE PROGRAM MANAGER Sarah Furey		12A. GRANTEE PROGRAM MANAGER EMAIL fureysar@suffolkcountyny.gov		
		12B. GRANTEE PROGRAM MANAGER PHONE NUMBER 631-852-6042		
12C. GRANTEE PROGRAM MANAGER ADDRESS 100 Veterans Highway Highway Patrol Hauppauge, NY 11788-5402				
13. GRANT PROGRAM OFFICER MaryAnne Polkiewicz		13A. GRANT PROGRAM OFFICER EMAIL MaryAnne.Polkiewicz@Dot.Gov		
		13B. GRANT PROGRAM OFFICER PHONE NUMBER 202-366-0203		
14. INCORPORATED ATTACHMENTS FMCSA Financial Assistance Agreement General Provisions and Assurances; grantee project plan and budget incorporated by reference unless/except as noted below.				
15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT 49 USC § 31104(a) & (k); SAFETEA-LU, Pub. L. No.109-59, §4107(a) (2005), Pub. L. 110-244, § §4101(a), 4107, amended by MAP-21, Pub. L. No.112-141, §§ 32603(a) & (d)(2012).				
16. REMARKS This amendment is for the purpose of providing incremental funding to the recipient as part of the FY 2013 Phase 2 award. All other terms and conditions of this grant remain unchanged.				
<b>GRANTEE ACCEPTANCE</b>			<b>AGENCY APPROVAL</b>	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL			19. NAME AND TITLE OF AUTHORIZED FMCSA OFFICIAL	
18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL	18A. DATE	20. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL		20A. DATE
<b>AGENCY USE ONLY</b>				
21. OBJECT CLASS CODE: 41000			22. ORGANIZATION CODE: M600000000	
23. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FM-MHP-0142-13-01-00	17X05713MH	2013	0905710MHP	180,564.00

# AWARD ATTACHMENTS

County of Suffolk

FM-MHP-0142-13-01-00

1. FMCSA Financial Assistance Agreement General Provisions and Assurances (November 2012)

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

**FINANCIAL ASSISTANCE AGREEMENT**  
**GENERAL PROVISIONS AND ASSURANCES**

November 2012

Notice of changes since last version (Feb 2012):

- Section 17(b) – E-invoicing
- Section 18 – Program Income
- Section 20 – Discrimination and Title VI
- Section 38 – Environmental Concerns

**Section 1. Grant Authority**

**a. Contract Authority.**

The Federal Motor Carrier Safety Administration (FMCSA) authorizing legislation, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144 (2005), as amended by Moving Ahead for Progress in the 21<sup>st</sup> Century, Pub. L. No. 112-141, 126 Stat. 405 (2012) granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub. L. 109-59, §4101, 119 Stat. 1144, 1725 (2005), as amended by Moving Ahead for Progress in the 21st Century, Pub. L. No. 112-141, § 32605, 126 Stat. 405, 805-808 (2012) the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

**b. Lapse in Appropriations and/or Authorization.**

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the grantee's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding" (April 7, 2011), and any amendments or updated guidance thereto.

**Section 2. Effective Date.**

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ

from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

### **Section 3. Electronic Signatures.**

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in **Section 4**.

### **Section 4. General Requirements.**

#### **a. Obligation of Recipient to Comply.**

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. Chapter 311 (2006), as applicable and denoted in the Notice of Grant Agreement; (2) SAFETEA-LU, Pub. L. No. 109-59, § § 4101-4134, 119 Stat. 1144, 1715-1745 (2005), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to projects with governmental bodies; (4) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations and also applies to grants and cooperative agreements with private for-profit organizations; (5) 2 C.F.R. § § 220, 225, 230; and (6) OMB Circular A-102 and 2 C.F.R. §215 (OMB Circular A-110).

#### **b. Application of Federal, State, and Local Laws and Regulations.**

##### **i. Federal Laws and Regulations.**

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all sub-assistance agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

**ii. State or Territorial Law and Local Law.**

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

**c. Subgrantees**

State Recipients shall follow State law and procedures when awarding and administering subgrants to local and Indian tribal governments in accordance with 49 C.F.R. §18.37(a). Other grantees awarding subgrants to local and Indian tribal governments shall follow 49 C.F.R. §18.37(b). The Recipient understands that 49 C.F.R. Part 19 shall be applied to institutions of higher education, hospitals or other non-profit organization subgrantees in accordance with 49 C.F.R. § 19.5.

**Section 5. Ethics.**

**a. Written Code of Ethics.**

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subgrantees, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or sub-grantees or their agents.

**b. Personal Conflict of Interest.**

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i. The employee, officer, board member, or agent;

- ii. Any member of his or her immediate family;
- iii. His or her partner; or
- iv. An organization that employs, or is about to employ, any of the above.

**c. Organizational Conflicts of Interest.**

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

**Section 6. Hatch Act.**

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of an individual whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act.

**Section 7. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.**

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not Federally appropriated by the recipient and subgrantees, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

**Section 8. Contracting.**

**a. Federal Standards.**

The Recipient agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

**b. Buy American Act.**

The Recipient agrees to conform with the Buy American Act (41 U.S.C. §§ 10a-d), as required by Section 708 of the Transportation, Treasury, Housing and Urban Development, the Judiciary, and Independent Agencies Appropriations Act, 2006 (Public Law 109-115 (November 30, 2005)). As required by Section 709 of the appropriations act, the Recipient represents that it has never been convicted of violating the Buy American Act, and agrees that it will not make funding received under the appropriations act available to any person or entity that has been convicted of violating the Buy American Act.

**Section 9. Notification Requirement.**

- a. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:
- i. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
  - ii. Express the said amount as a percentage of the total costs of the planned acquisition.

**Section 10. Debarment and Suspension.**

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

**Section 11. Notification of Third Party Contract Disputes or Breaches.**

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

**Section 12. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.**

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

**Section 13. Records Retention.**

**a. Requirement to Retain Records.**

During the course of the Project and for three years after the final voucher, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in (1) 49 C.F.R. Part 18 for governmental Recipients and (2) 49 C.F.R. Part 19 for hospitals, educational institutions, private non-profit and for-profit Recipients. Project closeout does not alter these requirements.

**b. Access to Recipient Records.**

The Recipient will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards.

**c. Access to Records in Negotiated Agreements.**

The Recipient will include in all negotiated contracts (except those of \$10,000 or less) awarded by Recipient a provision to the effect that the Recipient, FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, shall have access to any books documents, papers and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts, and transcriptions.

- i.** Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three years, with the following exception:
  - 1.** If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained in their entirety until all litigation claims, or audit findings involving the records have been resolved.

2. Records for nonexpendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
3. When records are transferred to or maintained by FMCSA, the 3-year retention requirement is not applicable to the recipient. The retention period starts from the date of the submission of the final expenditure report.

**Section 14. Audit and Inspection.**

**a. Inspector General Act of 1978.**

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

**b. Single Audit Act Amendments of 1996.**

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular NO. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

**c. Audit Requirements.**

A Recipient that is: (a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto; (b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

It is imperative that Recipients submit required OMB Circular A-133 audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under OMB Circular A-133 to the Federal Audit Clearinghouse Bureau of the Census, 1201 East 10<sup>th</sup> Street Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its contractors pertaining to the Project. The Recipient agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the

United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

**Section 15. Responsibility for Reporting Fraudulent Activity, Waste and Abuse.**

The Recipient understands that the Federal government may pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient agrees to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DHS grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week. <http://www.oig.dot.gov/Hotline>. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

**Section 16. Budget and Finance.**

The Recipient agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Recipient shall secure from FMCSA prior to being reimbursed under this Agreement. In accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget (1) that would require any transfer of funds between budget lines cumulatively greater than ten percent of the total approved project budget, or (2) that involve expenditures for items or services not approved in the original project plan, or (3) that would result in the need for additional funding. This includes revisions to the indirect cost rate. Any written approval may be obtained from the Associate Administrator or his/her designated representative, of the respective FMCSA Office.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such deviations do not cumulatively exceed ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items or categories authorized by FMCSA in the approved budget.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable. Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.22, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

#### **Section 17. Payments.**

##### **a. Request by the Recipient for Payment.**

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

- i.** Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
  - 1.** To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
  - 2.** To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
- ii.** Have submitted to FMCSA all financial and progress reports required to date under this Agreement; and

- iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

**b. Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees**

- i. Subject to the requirements in 49 CFR 18.21, payments will be made after receipt of required FMCSA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.
- ii. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.
- iii. Grant Recipient Requirements

- 1. Recipient must have internet access to register and submit payment requests through the Delphi eInvoicing system.
- 2. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

**iv. System User Requirements**

- 1. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.
- 2. The DOT will send the Recipient an email with an electronic form to verify the Recipient's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:
  - DOT Enterprise Services Center
  - FAA Accounts Payable, AMZ-100
  - PO Box 25710
  - Oklahoma City, OK 73125
- 3. The DOT will validate the form and email a user ID and password to the Recipient. Recipient should contact the FMCSA grants office with any changes to their system information.

4. Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

v. Waivers

1. DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting FMCSA. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. Reimbursement Payment by FMCSA.

- i. If the reimbursement method is used, the Recipient agrees to:

1. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
2. Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.

- ii. Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA's financial processor.

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

**e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.**

In accordance with 49 CFR § 18.21(f) State, local government, and Indian tribal Recipients and subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments. In accordance with 49 CFR § 19.22, to the extent available, Non profit organization Recipients and subrecipients shall disburse funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

**f. Allowable Costs.**

i. The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable for the goods or services purchased;
4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);
5. Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FMCSA to the contrary is received in writing (pre-award costs);
6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
  - a. For Recipients that are governmental organizations, the cost principles of 2 C.F.R. § 225 apply (OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply;
  - b. For Recipients that are institutions of higher education, the cost principles of 2 C.F.R. §220 ( OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply;
  - c. For Recipients that are private nonprofit organizations, the cost principles of 2 C.F.R. § 230 (OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply); and

d. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.

7. Be satisfactorily documented; and

8. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subgrantees and contractors.

**g. Indirect Costs.**

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the recipient's cognizant agency. If a recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until a final rate can be determined.

The Recipient must obtain prior approval from the Grant Manager to shift direct costs to indirect costs in order to recover indirect costs at a negotiated indirect cost rate higher than the placeholder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

The grantee may not request additional grant funds to recover indirect costs that it cannot recover by shifting direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate requires an amendment and must be approved by the Grant Manager if the change to the indirect cost rate would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

**h. Pre-Award Costs.**

A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

- i. The Recipient receives prior written approval from the FMCSA before the reimbursement vouchers are submitted;
- ii. The costs are necessary to conduct the project; and
- iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. §225, Appendix B, special equipment over \$5,000), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

**i. Disallowed Costs.**

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

- i.** Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
- ii.** Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii.** Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

**Section 18. Program Income**

Recipient agrees to comply with the regulations relating to program income, located at 49 CFR §§ 18.21(f), 18.24(b)(4), 18.25 for State, local government, and Indian tribal recipients and subrecipients and 49 CFR §§ 19.22(g), 19.24, and 19.34(d) for non-profit organizations.

Program income means gross income earned by the recipient, subrecipient, or contractor under a grant, that is directly generated by a grant supported activity or earned as a result of the award during the award period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

Recipients agree to use the Program income in accordance with 49 CFR §18.25(g) (for State, local government, and Indian tribal recipients and subrecipients) and 49 CFR § 19.24(b) (for nonprofit organizations).

## **Section 19. Reports.**

### **a. Performance Progress Reports.**

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i.** An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii.** A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;
- iii.** An outline of work and activities planned for the next reporting period; and
- iv.** Provide status update/resolution for all outstanding findings from program reviews and/or audits.

## **b. Quarterly Financial Status Reports.**

The Recipient shall furnish one (1) copy of a quarterly financial status report to the Grant Manager, and one (1) copy to the Grants Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

## **Section 20. Non-Discrimination.**

The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of The Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 504 and 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794, 794(d), which prohibit discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.* relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Recipient also agrees to comply with the FMCSA Title VI Assurances.

## **Section 21. Executive Order on Equal Opportunity Related to Contracts.**

- a.** The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.
  - i.** The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

- ii. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

## **Section 22. Employment Policies.**

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

## **Section 23. Property.**

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 49 CFR parts 18 and 19, whichever applicable.

A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§18.31 through 18.34, or the requirements of 49 C.F.R. §§19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the 49 C.F.R. Part 18 or 49 C.F.R. Part 19, as applicable, as well as the Grant Provisions and Assurances that follow, unless FMCSA determines otherwise in writing.

Under this Section, local governments, Indian tribal governments, research institutions, hospitals, and nonprofit organizations, as well as for profit organizations, will be collectively referred to as a "Non-State Recipient" in circumstances the responsibilities of the State Recipient will be distinguished from the responsibilities of the Non-State Recipient.

### **a. Use of Project Property.**

The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is

in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

**b. Maintenance.**

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

**c. Records.**

The State Recipient agrees to maintain records in accordance with State law and procedures.

The Non-State Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

**d. Incidental Use.**

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

**e. Encumbrance of Project Property.**

The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

**i. Written Transactions.**

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

**ii. Oral Transactions.**

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

**iii. Other Actions.**

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

**iv. Purpose.**

The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

**f. Transfer of Project Property.**

The State Recipient agrees to transfer Project property in accordance with State law and procedures.

The Non-State Recipient understands and agrees as follows:

**i. Non-State Recipient Request.**

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).

**ii. Federal Government Direction.**

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

**iii. Leasing Project Property to Another Party.**

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document. Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents.

**g. Disposition of Project Property.**

The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State, as authorized by 49 C.F.R. §18.32(b).

The Non-State Recipient agrees to dispose of Project property as follows:

With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

- i. Project Property with Expired Useful Life.** When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.
- ii. Project Property Prematurely Withdrawn from Use.** For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:
  - 1. Notification Requirement.** The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
  - 2. Calculating the Fair Market Value of Prematurely Withdrawn Project Property.** The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

- A. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.
  - B. **Real Property.** The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.
3. **Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

**h. Financial Obligations to the Federal Government.**

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

- i. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

- ii. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

**i. Insurance Proceeds.**

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

**j. Transportation of Hazardous Materials.**

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

**k. Misused or Damaged Project Property.**

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

**l. Responsibilities after Project Closeout.**

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

**Section 24. Davis-Bacon Act Requirements.**

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 *et seq.*) regarding labor standards for federally-assisted construction sub-agreements.

**Section 25. Environmental Requirements.**

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures

under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

#### **Section 26. Government Rights (Unlimited).**

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

##### **a. Patent Rights.**

If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

##### **b. Data Rights.**

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched

cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.
- ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
  2. Any rights of copyright to which a Recipient, subgrantee, or a third party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subgrantee, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

**c. Acknowledgment or Support and Disclaimer.**

i. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

1. "This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement, dated \_\_\_\_."
2. *(fill-in appropriate identification of grant/cooperative agreement);*
3. All Recipient publications must also contain the following:
  - A. "Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."
  - B. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

**Section 27. Drug Free Workplace.**

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

**Section 28. Background Screening.**

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a Federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

**Section 29. Site Visits.**

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subgrantee or subcontractor under this Agreement, the Recipient shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subgrantee or subcontractor.

**Section 30. Liability.**

The Recipient agrees to be liable for all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of Recipient, its officers, employees, or (members, participants, agents, representatives, as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

**Section 31. Right of FMCSA to Terminate Agreement.**

**a. General Right to Suspend or Terminate Assistance Agreement.**

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days notice of its intention to terminate this agreement.

**b. Financial Obligations of the Government.**

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date, to the extent those obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

**c. De-obligation of Funds.**

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If the recipient accedes to de-obligation, a grant amendment/modification must be in place.

**Section 32. Project Completion, Settlement, and Closeout.**

**a. Project Completion.**

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

**b. Remittance of Excess Payments.**

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA funding due, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

**c. Project Closeout.**

Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Recipient by this Agreement or by the FMCSA's final notification or acknowledgment.

**Section 33. Severability.**

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

**Section 34. Entire Agreement and Amendments.**

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by the each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding.

**Section 35. Use of Information Obtained.**

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

**Section 36. Miscellaneous Provisions.**

**a. Prohibition on Human Trafficking.**

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

**b. Wild and Scenic Rivers Act of 1968.**

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

**c. Fly America Act.**

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

**d. Criminal and Prohibited Activities.**

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall

be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

**Section 37. Laptop Encryption.**

All laptops used by Recipients, subgrantees, and contractors in carrying out the Recipient's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than September 30, 2013.

**Section 38. Adaptability to Climate Changes**

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer-reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

**Section 39. Commercial Vehicle Information Systems and Networks (CVISN) provisions.**

The following provisions apply where applicable.

**a. Compliance with the National ITS Architecture.**

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and required by law.

**b. Interoperability.**

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and

ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

**c. Independent Evaluation.**

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

**d. Dedicated Short Range Communications.**

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

**Section 40. Certification.**

The Recipient certifies that the statements it made in the grant application are true and correct and Recipient understands that any false statements made as part of these certifications can be prosecuted.

1796

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

Laid on Table 9/12/2013

**RESOLUTION NO. -2013, AMENDING THE 2013  
OPERATING BUDGET TO PROVIDE FUNDING FOR THE  
BRENTWOOD HISTORICAL SOCIETY**

**WHEREAS**, the 2013 Operating Budget, when adopted, included funding for the Central Islip Historical Preservation Society but did not include funding for the Brentwood Historical Society; and

**WHEREAS**, the Brentwood Historical Society promotes awareness and appreciation of the history of the community and of the contributions made by those who settled there and made it their home; and

**WHEREAS**, it is the desire of the Suffolk County Legislature to transfer the designated funding from the Central Islip Historical Preservation Society to the Brentwood Historical Society; and

**WHEREAS**, Section 4-31 (G) of the Suffolk County Charter now allows amendment of the County Operating Budget by County Legislators four times during the fiscal year as long as the amendment reduces, lowers, terminates or cancels appropriations; abolishes positions of employment; terminates contract agencies; terminates or reduces the size of County programs or departments, or makes transfers of appropriations that are offset by reductions in other programs; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the 2013 County Operating Budget is hereby amended as follows and that the County Comptroller and the County Treasurer be and hereby are authorized to transfer the following funds and authorizations:

APPROPRIATIONS:

FROM:

<u>FD</u>	<u>AGY</u>	<u>UNIT</u>	<u>ACT</u>	<u>OBJ</u>	<u>ACTIVITY NAME</u>	<u>AMOUNT</u>
192	PKS	7512	HLJ1	4980	Central Islip His. Pres Soc.	(\$8,500)

TO:

<u>FD</u>	<u>AGY</u>	<u>UNIT</u>	<u>ACT</u>	<u>OBJ</u>	<u>ACTIVITY NAME</u>	<u>AMOUNT</u>
192	PKS	7512	XXXX	4980	Brentwood Historical Society	+\$8,500

and be it further

**2<sup>nd</sup> RESOLVED**, that the County Executive's Budget Office be and hereby is authorized to assign an activity (pseudo) code for the Brentwood Historical Society; and be it further

**3<sup>rd</sup> RESOLVED**, that the moneys appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding the Brentwood Historical Society.



Pastore, AnnMarie

1796

**From:** Gazes, Rosalind  
**Sent:** Monday, September 09, 2013 12:32 PM  
**To:** Martinez, Robert  
**Cc:** Lipp, Robert; Pearsall, Terrence; Pastore, AnnMarie  
**Subject:** OB Amendment - Brentwood Historical Society  
**Attachments:** Brentwood Historical Res..doc

Bob

Attached please find the Operating Budget amendment that provides \$8,500 to the Brentwood Historical Society. As the filing deadline was last Friday at 1pm, contact the Presiding Officer's Office for permission to file the legislation as a late starter. If you have any questions feel free to contact me.

**Roz Gazes** – Budget Review Office, Suffolk County Legislature - Phone: (631) 853-5495 - Fax: (631) 853-5496

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**CONFIDENTIALITY NOTICE:** This message contains information that is privileged or confidential and is the property of the Suffolk County Legislature. It is intended only for the use of the individual or entity to which it is addressed. If you are not the intended recipient, you are not authorized to read, print, retain, copy, disseminate, or use this message or any part thereof; and you must notify the sender immediately and delete all copies of the original message.

1797

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

Laid on Table

9/12/13

**RESOLUTION NO. -2013, DIRECTING THE DIVISION OF  
REAL ESTATE TO CANVASS THE OWNERS OF MASTER LIST  
PROPERTIES**

**WHEREAS**, from 2004 through 2006, the County established Master Lists I - IV, comprised of environmentally sensitive lands the County wishes to preserve; and

**WHEREAS**, since 2004, the County has acquired approximately 1,411 acres of land identified on the lists; and

**WHEREAS**, an additional 1,187 acres of land on the Master Lists were preserved by other municipalities during that time; and

**WHEREAS**, in 2012, the Planning Division reviewed the properties on all four Master Lists, removed those that are not available for preservation, and ranked the remaining properties to prioritize the sites and assemblages targeted for preservation; and

**WHEREAS**, the County should now determine if the owners of properties on these revised Master Lists are interested in selling their property to the County; now, therefore be it

**1st RESOLVED**, that the Division of Real Estate is hereby authorized, empowered and directed to send canvass letters to the owners of properties on the revised Master Lists to determine if they would be interested in selling their property to the County; and be it further

**2nd RESOLVED**, that the Division of Real Property Acquisition and Management will send the canvass letters within 30 days of the effective date of this resolution; and be it further

**3rd RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of 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:

1798

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

Laid on Table 9/12/2013

**RESOLUTION NO. -2013, AMENDING THE 2013  
OPERATING BUDGET TO PROVIDE FUNDING FOR THE  
TOWN OF BABYLON**

**WHEREAS**, the 2013 Operating Budget, when adopted, included funding for the Babylon Town Historical Society, for the purpose of repair and restoration of the Conklin Stone in the Historic Conklin Cemetery; and

**WHEREAS**, as a general practice, the County of Suffolk does not advance the full amount of funding to contract agencies but rather reimburses the agencies for actual expenses incurred; and

**WHEREAS**, the Babylon Historical Society does not have sufficient resources to perform the work in first instance; and

**WHEREAS**, it is the desire of the Suffolk County Legislature to transfer the designated funding from the Babylon Town Historical Society to the Town of Babylon; and

**WHEREAS**, Section 4-31 (G) of the Suffolk County Charter now allows amendment of the County Operating Budget by County Legislators four times during the fiscal year as long as the amendment reduces, lowers, terminates or cancels appropriations; abolishes positions of employment; terminates contract agencies; terminates or reduces the size of County programs or departments, or makes transfers of appropriations that are offset by reductions in other programs; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the 2013 County Operating Budget is hereby amended as follows and that the County Comptroller and the County Treasurer be and hereby are authorized to transfer the following funds and authorizations:

APPROPRIATIONS:

FROM:

<u>FD</u>	<u>AGY</u>	<u>UNIT</u>	<u>ACT</u>	<u>OBJ</u>	<u>ACTIVITY NAME</u>	<u>AMOUNT</u>
192	PKS	7512	JCW1	4980	Babylon Town Historical Society	(\$10,000)

TO:

<u>FD</u>	<u>AGY</u>	<u>UNIT</u>	<u>ACT</u>	<u>OBJ</u>	<u>ACTIVITY NAME</u>	<u>AMOUNT</u>
192	PKS	7512	XXXX	4980	Town of Babylon	+\$10,000

and be it further

**2<sup>nd</sup> RESOLVED**, that the County Executive's Budget Office be and hereby is authorized to assign an activity (pseudo) code for the Town of Babylon; and be it further

**3<sup>rd</sup> RESOLVED**, that the monies appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding the Conklin Cemetery Repair and Restoration.



1799  
Intro. Res. No. -2013  
Introduced by Legislator Calarco

Laid on Table 9/12/13

**RESOLUTION NO. -2013, SALE OF COUNTY-OWNED  
REAL ESTATE PURSUANT TO SECTION 72-H OF THE  
GENERAL MUNICIPAL LAW - VILLAGE OF PATCHOGUE**

**WHEREAS**, in the late 19th century and early part of the 20th century, businessman-philanthropist Andrew Carnegie donated funds to build libraries across the United States; and

**WHEREAS**, a Carnegie Library, designed and built in the neoclassical style, opened in Patchogue in 1908 and served as the areas library for the next 72 years; and

**WHEREAS**, the Village of Patchogue and the County of Suffolk have been working in cooperation to preserve this historically significant century-old building; and

**WHEREAS**, a permanent location for the Carnegie Library building has been located on County-owned property in Patchogue Village, Suffolk County Tax Map No. 0204-009.00-06.00-043.003; and

**WHEREAS**, the Patchogue-Medford Library, as a planned successor in interest to the Village, plans to use the Carnegie building as a youth center with tutoring, research and after school programs available for local students; now, therefore be it

**1<sup>st</sup> RESOLVED**, that pursuant to § 72-h of NEW YORK GENERAL MUNICIPAL LAW, the Director of Real Property Acquisition and Management and/or her designee is hereby authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above described property to the Village of Patchogue for the sum of \$10.00; and be it further

**2<sup>nd</sup> RESOLVED**, that the Village of Patchogue or its assigns or successors in interest will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for the preservation of the Carnegie Library building for municipal or library programs; with all right title and interest reverting to the County of Suffolk in the event that the Village of Patchogue or its assigns or successors in interest, at any time, uses or attempts to use said subject parcel for other than for municipal or library purposes, or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for municipal or library purposes; and be it further

**3<sup>rd</sup> RESOLVED**, that said quitclaim deed tendered by the Director of Real Property Acquisition and Management, and /or her designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected

cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4<sup>th</sup> **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a) (1).

DATED:

APPROVED BY:

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

Date:

s:\res\r-72-h Carnegie Library

1800

Intro. Res. No. -2013

Laid on Table 9/12/13

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. 2013, APPROVING THE REAPPOINTMENT OF PENNY WELLS LA VALLE AS DIRECTOR OF REAL PROPERTY TAX SERVICE AGENCY FOR THE COUNTY OF SUFFOLK**

**RESOLVED**, that the reappointment of Penny Wells LaValle, of 6 Settlers Path, Port Jefferson, New York, 11777, as Director of Real Property Tax Service Agency for the County of Suffolk, for a term of office expiring September 30, 2019, be and the same is hereby approved effective immediately upon approval of the Suffolk County Legislature, this reappointment being made by the Suffolk County Executive pursuant to the provisions of Section 1530 of Real Property Tax Law and Section 33-1 of the Suffolk County Charter; and be it further

**RESOLVED**, that 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) of the NEW YORK CODE OF RULES AND REGULATIONS (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.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval: \_\_\_\_\_

# PENNY WELLS LAVALLE

## EXPERIENCE

---

**1986-PRESENT**

Suffolk County Real Property Tax Service Agency

Riverhead, NY

### **DIRECTOR** (1996 to Present)

- Manage an office of 22 full time employees (at one time there were 44). We continue to serve the public adeptly with a diminished but dedicated staff and technology.
- Maintain a strict annual operating budget to within a range of \$2.3 to \$1 Million over the course of time [1997-2012 and proposed 2013 and 2014].
- Managed a successful database conversion of millions of records from a Legacy to an Oracle Database. [2001-2002]
- This database conversion helped catapult RPTSA into a world with increased technical access to over 583,000 parcels and related parcel information through the creation of *AREIS (Advanced Real Estate Information Service)*. In 2002, we launched the first county wide application of this nature through a stable Intranet connection. Over the years we have improved the accessibility and applied innovative data queries making this application to information and maps an Internet staple for all county agencies, real estate brokers, investors, appraisers, surveyors and a variety of interested parties.
- Then again, in 2007 and subsequent years, oversaw another more challenging data base conversion, that of the tax map from Micro Station Computer Assisted Drafting environment to ESRI software a geographic and inter-relational mapping format for maintaining and best utilizing the tax map parcel base.
- Increased revenues to the County thru innovative technological advances in developing new tax map products [i.e. Licensing Shapefiles (computerized tax map parcels) for fees].
- Created a structured and efficient system of licensing agreements for sharing of data with other government entities.
- Produced a benchmark revenue year in 2004 collecting \$13.2 Million dollars and last year [2012], despite the less than sterling economic conditions, produced an income of \$9.5 M. (See budget report and revenue accounting in Addendum for 2012).
- Established a design committee that reviewed all office functions and policies and proposed ways to streamline government utilizing new technology. This process continues to prepare the agency for integrating Real Property visions and data with other agencies.
- Restructured workflow and eliminated a verification backlog of 35,000 documents and a mapping backlog of 16,000 parcel changes. [1996-1997]
- Restructured the LIS (Land Information System). Designed a program that tracks revenues approximating \$250,000 to +/- \$420,000 (in an active real estate year) per annum.



## **LICENSES AND CERTIFICATION**

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Certified County Director (CCD)

Achieved MAI - Member of the Appraisal Institute

Achieved CCIM – Designation of the Commercial Investment Division of the National Association of Realtors

Real Estate Salesperson

NYS Real Estate General Appraiser

## **PROFESSIONAL ASSOCIATIONS**

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Former Member of the NYS GIS Coordinating Body (Affiliated with CSCIC)

Former Leader of the Education Committee of the NYS GIS Coordinating Body

Member of the National Client Advisory Board of the Appraisal Institute [CAB]

Former Member of the Legislative Committee of the NYS County Directors Association

## **COMMENT**

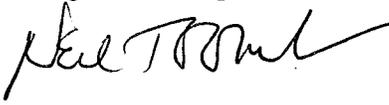
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Nothing that I have accomplished or recorded here would have been possible without the support of a dedicated staff, a strong working relationship with several administrations and multiple government agencies.

# ADDENDUM

MEMORANDUM					
TO:	Penny Wells-LaValle, MAI, CCIM, CCD				
FROM:	Patricia A. Leonhardt				
DATE:	1/15/2013				
RE:	<b>REVENUES 2012</b>				
	(2770) Postage				\$270.50
	(1291) Verification Fees				\$9,369,640.00
	(2403) Interest				\$148.54
	(2656) Sales				\$204,066.55
	<b>TOTAL:</b>				<b>\$9,574,125.59</b>
<b>Revenues deposited with County Treasurer on a monthly basis (includes interest and postage):</b>					
January	\$9,609.56	May	\$15,830.18	September	\$27,709.41
February	\$11,627.72	June	\$18,157.15	October	\$39,643.08
March	\$10,887.98	July	\$14,614.81	November	\$11,968.63
April	\$24,408.84	August	\$10,453.47	December	\$9,452.68
				<b>TOTAL:</b>	<b>\$204,363.51</b>
*6/12/2012 - \$150.00 wired direct to Treasurer - our #2656 Revenue					
*Includes - 5% Royalty CoreLogic- \$238.55 - 7/23/2012					
re-deposited bounced check of 2/27/12 - 3/8/12 (\$75.00)					
<b>Revenues deposited by County Clerk on our behalf (includes verification interest):</b>					
January	\$408,306.80	May	\$867,676.60	September	\$818,231.29
February	\$517,173.95	June	\$958,985.93	October	\$918,251.18
March	\$464,183.53	July	\$877,046.55	November	\$961,572.55
April	\$607,513.17	August	\$1,033,253.96	December	\$937,566.57
				<b>TOTAL:</b>	<b>\$9,369,762.08</b>
<b>Breakdown - Source of Sales:</b>					
"B" Maps	\$3,239.00	Custom Map	\$148.00	Certified Map	\$798.00
"C" Maps	\$1,797.50	Key Maps	\$0.00	Misc.	\$75.00
"D" Maps	\$329.00	L.I.S.	\$160,638.55	Postage	\$270.50
School Dist. Map	\$0.00	Screen Print Outs	\$694.00	Verification (excl. int.)	\$9,369,640.00
Aerial Map	\$607.50	Cert. Of Compliance	\$12,800.00	Interest (Sales & Ver.)	\$148.54
5% Royalty Payment	\$0.00	Verizon	\$0.00	AREIS	\$23,015.00
First American	\$0.00	re-deposited bounced check of 2/27/12 - 3/8/12			(\$75.00)
				<b>TOTAL:</b>	<b>\$9,574,125.59</b>

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>  X  </u> Local Law _____      Charter Law _____		
2. Title of Proposed Legislation <b>RESOLUTION NO.      -2013 APPROVING THE REAPPOINTMENT OF PENNY WELLS LA VALLE AS DIRECTOR OF REAL PROPERTY TAX SERVICE AGENCY FOR THE COUNTY OF SUFFOLK</b>		
3. Purpose of Proposed Legislation SAME AS ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>  </u> No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
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 N/A		
9. Timing of Impact - n/a		
10. Typed Name & Title of Preparer Neil Toomb Intergovernmental relations Coordinator	11. Signature of Preparer 	12. Date: 9/10/13

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

**GENERAL FUND**

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

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 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, 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.

1802

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

Laid on Table 9/12/13

**RESOLUTION NO. -2013, ALLOCATING AND APPROPRIATING FUNDS (PHASE XI) IN CONNECTION WITH THE DOWNTOWN REVITALIZATION PROGRAM (CP 6412)**

**WHEREAS**, the Suffolk County Downtown Citizens Advisory Panel has solicited applications requesting funding through Phase XI of the Suffolk County Downtown Revitalization Program (CP 6412); and

**WHEREAS**, the Panel evaluated the applications and ranked the submitted projects according to a merit based scoring system which includes points for: Leveraging of Additional Funds; Economic Impact, Reasonable Expectation of Completion; an Integral Part of Overall Downtown Improvement Plan and Proximity to the Downtown; and

**WHEREAS**, as a result of the panel's systematic, detailed, and objective review and analysis, it hereby recommends that the projects referenced on the attached Exhibit "A" be approved; and

**WHEREAS**, the 2013 Adopted Capital Program includes sufficient funds for the Phase XI of the Downtown Revitalization Program; and

**WHEREAS**, Resolution No. 471-1994 as revised by Resolution 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**, that this Legislature, by resolution of even date herewith, has authorized the issuance of \$250,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that the allocation of \$250,000 for Phase XI of the Downtown Revitalization Program (CP 6412) provided for in the Adopted 2013 Capital Budget, and the awards as set forth on Exhibit "A" attached hereto and made a part hereof, are hereby approved; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of thirty-one (31), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the proceeds of \$250,000 in Serial Bonds be and they are hereby appropriated as follows, subject to the condition that no bonds or notes shall be issued for any of the projects set forth at Exhibit "A" unless and until full environmental reviews under the State Environmental Quality Review Act (SEQRA) have been completed by the County of Suffolk or other local municipality as lead agency:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-6412.319 (Fund 001 Debt Service)	35	Downtown Revitalization Program Phase XI	\$250,000

DATED:

APPROVED BY:

---

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.                      -2013, ALLOCATING AND APPROPRIATING FUNDS (PHASE XI) IN CONNECTION WITH THE DOWNTOWN REVITALIZATION PROGRAM (CP 6412)</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  X  </u> No <u>      </u>		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
<u>  County  </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
Suffolk County Serial Bonds		
9. Timing of Impact		
2014		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas E Paglia Jr. Assistant Executive Analyst		September 5, 2013

SCIN FORM 175b (10/95)

**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
<b>TOTAL</b>	<b>\$54,277</b>	<b>\$0.10</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$54,277</b>	<b>\$0.10</b>	<b>\$0.000</b>

**NOTES:**

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

**Suffolk County**  
**General Obligation Serial Bonds**  
**Level Debt**

Term of Bonds 5  
Amount to Bond: \$250,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2013					
11/1/2014	<span style="border: 1px solid black; padding: 2px;">2.000%</span>	\$47,277.30	\$7,000.00 \$2,838.12	\$54,277.30 \$2,838.12	\$54,277.30
11/1/2015	<span style="border: 1px solid black; padding: 2px;">3.000%</span>	\$48,601.06	\$2,838.12 \$2,157.70	\$51,439.18 \$2,157.70	\$54,277.30
11/1/2016	<span style="border: 1px solid black; padding: 2px;">3.000%</span>	\$49,961.89	\$2,157.70 \$1,458.24	\$52,119.59 \$1,458.24	\$54,277.30
11/1/2017	<span style="border: 1px solid black; padding: 2px;">3.000%</span>	\$51,360.82	\$1,458.24 \$739.18	\$52,819.06 \$739.18	\$54,277.30
11/1/2018	<span style="border: 1px solid black; padding: 2px;">3.000%</span>	\$52,798.93	\$739.18	\$53,538.11	\$54,277.30
11/1/2019		\$250,000.00	\$21,386.48	\$271,386.48	\$271,386.48
11/1/2020					
11/1/2021					
11/1/2022					
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					

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

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

Submitting Department (Dept. Name & Location):  Department of Economic Development and Planning H. Lee Dennison Bldg. – 11th Floor Hauppauge	Department Contact Person (Name & Phone No.):  Carolyn E. Fahey Intergovernmental Relations Coordinator (631) 853-4833
--	---

Suggestion Involves:

Technical Amendment \_\_\_\_\_

Grant Award \_\_\_\_\_

New Program \_\_\_\_\_

Contract: New \_\_\_\_\_ Rev. \_\_\_\_\_

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

**ALLOCATING AND APPROPRIATING FUNDS (PHASE XI) IN CONNECTION WITH  
THE DOWNTOWN REVITALIZATION PROGRAM (CP-6412)**

---

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

**2013 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT  
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING**

**TITLE OF BILL:**

**ALLOCATING AND APPROPRIATING FUNDS (PHASE XI) IN CONNECTION WITH THE  
DOWNTOWN REVITALIZATION PROGRAM (CP-6412)**

**PURPOSE OR GENERAL IDEA OF BILL:**

Appropriates Capital Funding and allocates grant funds to specific projects.

**SUMMARY OF SPECIFIC PROVISIONS:**

The 2013 Capital Program includes \$250,000 for the Downtown Revitalization Grant Program. The Downtown Revitalization Citizen's Advisory Council has reviewed grant applications and submits their recommendations to the Legislature for consideration.

**JUSTIFICATION:**

The strength of our downtowns and central business districts are a key element to Suffolk County's economy and quality of life. This program funds capital improvements that add to the economic viability to these communities.

**FISCAL IMPLICATIONS:**

CP-6412.318

## EXHIBIT A

### Downtown Revitalization Citizens Advisory Panel Round XI Recommendations

Applicant	Lead Agency	Property Owner	Project	Recommended Funding	SEGRA Type
Town of Riverhead BID	Town of Riverhead	Town of Riverhead	Purchase and installation of LED light fixtures along Main Street.	\$30,000.00	Type II Action
East Hampton Chamber of Commerce	Village of East Hampton	Village of East Hampton	Purchase and installation of illuminated crosswalk in downtown on Newtown Lane	\$37,000.00	Negative Declaration
Chamber of Commerce of Greater Bay Shore	Town of Islip	Town of Islip	Purchase and installation of wrought iron fencing, brick piers, decorative lighting, and landscaping in Mill Pond Park on Main Street.	\$25,000.00	Type II Action
Flanders, Riverside, Northampton Community Association	Suffolk County	Suffolk County	Creation of a ADA compliant walking trail from Flanders Rd/SR24 to the Peconic River.	\$15,000.00	Type II Action
Amityville Chamber of Commerce	Village of Amityville	NYS DOT	Purchase and installation of decorative lamp posts on Merrick Rd.	\$24,000.00	Negative Declaration
East Islip Main Street Restoration Project, Inc.	Town of Islip	Town of Islip	Purchase and installation of a free standing clock in Veterans Memorial Park	\$10,000.00	Type II Action
Central Islip Civic Council	Town of Islip	County of Suffolk	Purchase and installation of decorative lighting and two flag poles at intersection of Carleton Ave and Smith St.	\$20,000.00	Type II Action
Lindenhurst Chamber of Commerce	Village of Lindenhurst	Village of Lindenhurst	Construct traffic island on S. Wellwood Ave.	\$18,000.00	Type II Action
Northport Chamber of Commerce	Village of Northport	Village of Northport	Purchase and installation of a woodframe kiosk building at the entrance to Northport Village Park, and a wood framed kiosk board with roof at the foot of main Street near Village Hall.	\$15,500.00	Type II Action
Babylon Village Chamber of Commerce	Village of Babylon	Village of Babylon	Purchase and installation of an informational kiosk.	\$7,500.00	Negative Declaration
Rocky Point Civic Association	Town of Brookhaven	Town of Brookhaven	Construction of decorative crosswalks with detectable warning surface, curb extensions and decorative street lights	\$48,000.00	Type II Action
			<b>TOTAL</b>	<b>\$250,000.00</b>	

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone  
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri  
Deputy County Executive and Commissioner

Department of  
Economic Development and Planning

MEMORANDUM

TO: Jon Schneider, Deputy County Executive  
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator  
Department of Economic Development and Planning

DATE: August 15, 2013

SUBJECT: **ALLOCATING AND APPROPRIATING FUNDS (PHASE XI) IN  
CONNECTION WITH DOWNTOWN REVITALIZATION  
PROGRAM (CP-6412)**

\*\*\*\*\*

The attached draft resolution is submitted on behalf of the Downtown Revitalization Citizens Advisory Panel. The 2013 Adopted Capital Program includes \$250,000 for the Downtown Revitalization Grant Program. All grant applications were reviewed and scored by the Panel using a merit based scoring system. Those projects recommended for funding by the Panel are reflected in the attached Exhibit A.

Attached please find the draft resolution, Exhibit A and the required forms. Electronic copies have been filed as directed.

Thank you.

CEF/kmb

- cc: Dennis M. Cohen, Chief Deputy County Executive
- Joanne Minieri, Deputy County Executive/Commissioner
- Vanessa Pugh, Deputy Commissioner
- Lisa Santeramo, Assistant Deputy County Executive
- Tom Vaughn, Director of Intergovernmental Relations
- Neil Toomb, Intergovernmental Relations Coordinator

1803

Intro Res. No. -2013

Laid on Table 9/12/13

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2013, AUTHORIZING FUNDING OF  
INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF  
REAL PROPERTY UNDER THE SUFFOLK COUNTY  
AFFORDABLE HOUSING OPPORTUNITIES PROGRAM  
(WYANDANCH RISING BUILDING B)**

**WHEREAS**, Local Law No. 13-2000 as amended in its entirety by Local Law No. 17-2004, known as Suffolk County Administrative Code ("SCAC") Article XXXVI, as amended, found and determined that there was a need for the County to provide assistance in creating affordable housing and established the Suffolk County Affordable Housing Opportunities Program; and

**WHEREAS**, SCAC § A-36-2 provides a statutory framework for land to be acquired and infrastructure improvements to be for the development of affordable housing through the use of capital bond proceeds; and

**WHEREAS**, the County Department of Economic Development and Planning, the Town of Babylon and the Albanese Organization (the "Developer") have identified a site in the County of Suffolk which would be appropriate for development as affordable housing and is identified by Suffolk County Tax Map Numbers: P/O 0100-040.00-02.00-011.000, 012.002 and 013.000 (the "Subject Premises"); and

**WHEREAS**, the affordable housing development will be known as Wyandanch Rising-Building B and contemplates the construction of 62 affordable rental units all as more particularly described in the Development Plan attached hereto as Exhibit A (the "Development Plan"); and

**WHEREAS**, the Subject Premises will require infrastructure improvements to facilitate the construction of the affordable housing development and, in connection therewith, the Developer has requested infrastructure funding from the County in the amount of up to One Million Nine Hundred Fifty Thousand Eight Hundred and 00/100 (\$1,950,800.00) Dollars; and

**WHEREAS**, the Developer and the County are negotiating the terms of a Development Agreement, a copy of which in substantially final form is attached hereto as Exhibit B (the "Development Agreement"); and

**WHEREAS**, pursuant to Resolution No. 347-2009, the Town Board of the Town of Babylon, as lead agency, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Town Board of the Town of Babylon is binding on the County, as an involved agency, pursuant to Title 6 of the New York Codes, Rules and Regulations (NYCRR) § 617.6 (b) (3) (iii) and, therefore, SEQRA is complete; and

**WHEREAS**, Resolution No. 1192-2009, appropriated the proceeds of \$5,000,000 in Suffolk County Serial Bonds to fund the infrastructure improvements in connection with the properties acquired, funded, constructed, reconstructed or rehabilitated in connection with the Affordable Housing Opportunities Program subject to further Legislative approval of a resolution authorizing the funding of specific infrastructure improvements to be made in connection with such affordable housing developments; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the development of Wyandanch Rising-Building B meets the requirements of the Suffolk County Affordable Housing Opportunities Program and the need to fill the critical shortage of affordable housing in the County and, accordingly, authorizes the development of Wyandanch Rising-Building B and the requested funding thereof in the amount of up to One Million Nine Hundred Fifty Thousand Eight Hundred and 00/100 (\$1,950,800.00) Dollars in accordance with the Development Plan; and be it further

**2<sup>nd</sup>** **RESOLVED**, that the Development Agreement is hereby approved in substantially the form as attached hereto; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the County Executive, the Department of Economic Development and Planning, its Commissioner, its Director of Real Estate and the County Attorney are authorized, empowered and directed to negotiate, execute and deliver the Development Agreement, and each other document contemplated to be executed and delivered in connection therewith, with such changes thereto as may be necessary or desirable, consistent with the Development Plan, in order to effectuate this overall affordable housing project and transactions contemplated hereby; and be it further

**4<sup>th</sup>** **RESOLVED**, that the County Executive, the Department of Economic Development and Planning, its Commissioner, its Director of Real Estate and the County Attorney are authorized, empowered and directed to take such further actions and execute such additional documents as may be necessary or desirable, consistent with the Development Plan, in order to effectuate the purposes and intent of the foregoing resolutions, including, but not limited to, payment of expenses such as costs associated with surveys, appraisals, environmental audits, title reports and insurance; and be it further

**5<sup>th</sup>** **RESOLVED**, that, subject to the terms of the fully executed Development Agreement, the County Comptroller and County Treasurer are hereby authorized to reserve and pay up to One Million Nine Hundred Fifty Thousand Eight Hundred and 00/100 (\$1,950,800.00) Dollars in connection with infrastructure costs associated with the development of Wyandanch Rising Building B from previously appropriated funds in Capital Project No. 525-CAP-6411.312; and be it further

**6<sup>th</sup>** **RESOLVED**, pursuant to Resolution 347-2009, the Town Board of the Town of Babylon, as lead agency, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Town Board of the Town of Babylon is binding on the County, as an involved agency, pursuant to Title 6 of New York Codes, Rules and Regulations (NYCRR) § 617.6 (b) (3) (iii) and, therefore, SEQRA is complete.

Dated:

APPROVED BY:

---

County Executive of Suffolk County

Date:

SCHEDULE A to Development Agreement

**WYANDANCH RISING PHASE I (Building B) DEVELOPMENT PLAN**

ITEM	DESCRIPTION	EXHIBIT
<b>MUNICIPALITY:</b>	Town of Babylon	
<b>PROJECT ADDRESS:</b>	The project involves parcels in the hamlet of Wyandanch located at the intersection of Straight Path and [New Street to Be Named], Wyandanch, NY incorporating land previously utilized as parking for the LIRR train station. The development area consists parcels as follows: SCTM# 0100-040.00-02.00-lot 11, 12.002 part of Main Street (aka Acorn Street) and tax lot 13 (See Survey showing tax lots)	A
<b>SITE DESCRIPTION:</b>	The entire site is comprised of approx. 2.423 acres. (See attached Legal Description).  The property is zoned Wyandanch Form Base Code. No further zone change is required. Subdivision and overlay have been approved by the Town. Subdivision Map approved by the Suffolk County Planning Commission on March 6, 2013. Major Subdivision Map will be filed by the Town in September 2013.	B
<b>OWNER/DEVELOPER:</b>	Master Developer: WR Communities LLC  Applicant/Beneficial Owner & Developer: WR Communities B LLC  Fee Owner, as nominee: Wyandanch Rising Inc. (TOB entity)  <u>See attached organizational chart.</u>	C
<b>SUFFOLK COUNTY TAX MAP NUMBERS:</b>	District 0100, Section 040.00, Block 02.00 SCTM# 0100-040.00-02.00-lot 11, 12.002 part of Main Street (aka Acorn Street) and tax lot 13 The subject is part of a subdivision by the Town of Babylon for formal adaption.	

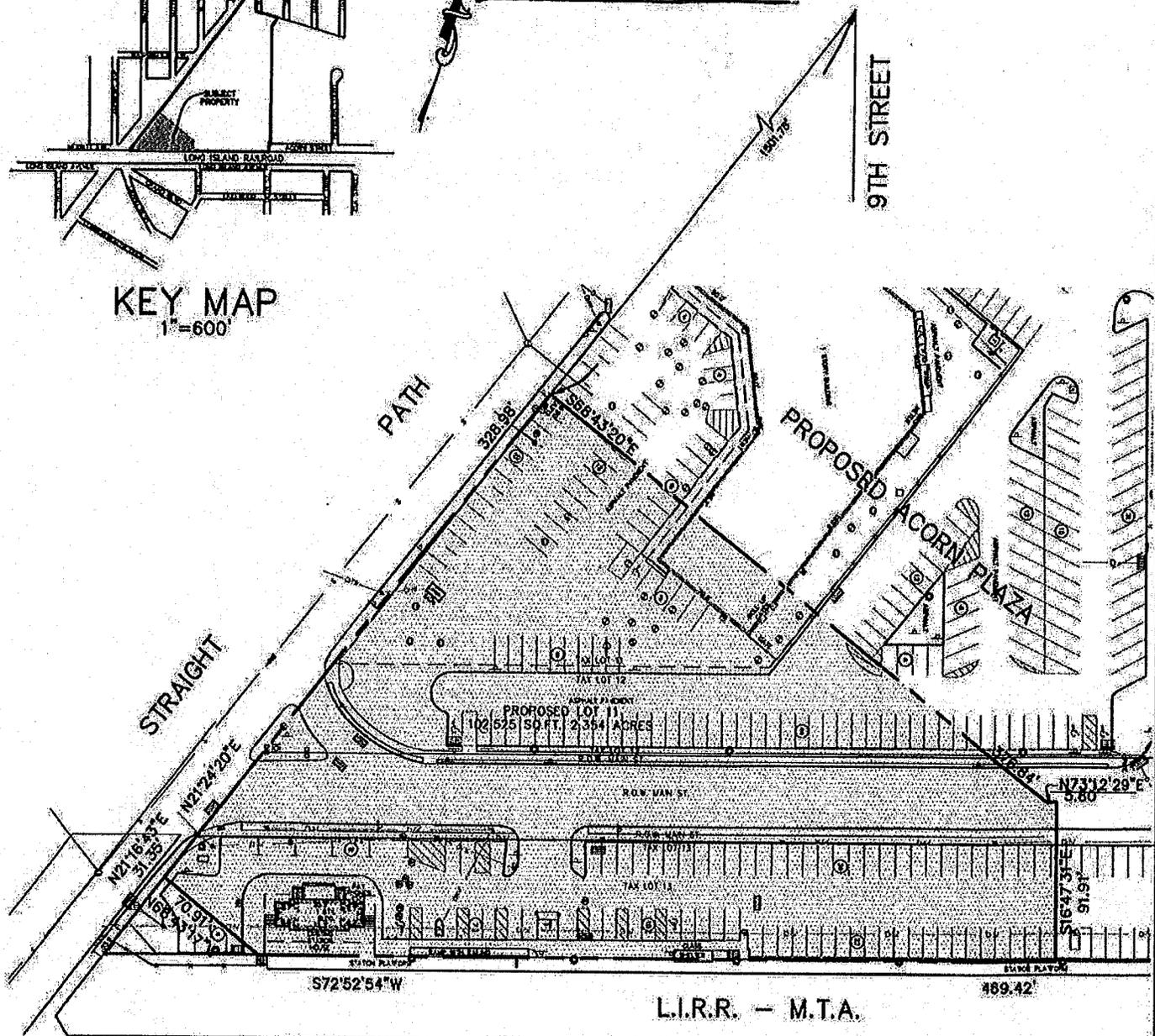
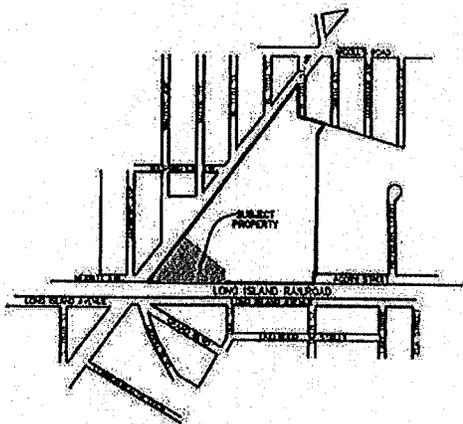
<p><b>LAND PURCHASE:</b></p>	<p>The land is being transferred from the Town of Babylon to a Town controlled entity (Wyandanch Rising Inc.) which will be the fee owner until the improvements are completed at which time fee title will pass from Wyandanch Rising Inc. to WR Communities B LLC, the applicant and beneficial owner. The land is being purchased by WR Communities B LLC from Wyandanch Rising Inc.</p>	
<p><b>INFRASTRUCTURE FUNDS:</b></p>	<p>Suffolk County will subsidize up to \$1,950,800 of the infrastructure costs associated with this development. The funds will be utilized to offset the costs of infrastructure improvements, including but not limited to, site prep, residential parking, road access, sidewalks, lighting, drainage and landscaping. The owner/developer will finance the infrastructure funds and the funds shall only be paid upon completion of the project.</p>	
<p><b>PROJECT DESCRIPTION:</b></p>	<p>The project is a 4-story mixed-use development with 86 units of rental residences on three floors, above a floor of retail and residential common areas. The rental units present a mix of studio, one-bedroom, two-bedroom and three-bedroom units targeted for a mix of incomes.</p> <p>62 of the units will be affordable/ income restricted.</p> <p>Attached is a summary description of the building including a table of the mix of unit type.</p> <p>This is the second development in the Wyandanch Rising Project. Subsequent phases are planned to include commercial office, retail and residential buildings, both owner-occupied and rental.</p>	<p>D</p>
<p><b>SUFFOLK COUNTY INFRASTRUCTURE DEVELOPMENT SUBSIDY (IDS):</b></p>	<p>Up to \$1,950,800/62 affordable units (\$31,464 per unit) The IDS shall be evidenced by a deferred note and lien. The note shall be non-interest bearing unless and until there is an</p>	

	event of default at which time interest shall accrue at 6%. The note and lien may be subordinated to bank financing or other funding sources as reasonably acceptable to the County.	
<b>IDS REPAYMENT:</b>	Repayable after 30 years or upon covenant violation. Units shall remain affordable for the term of the IDS	
<b>HOMEOWNER UNIT PURCHASE PRICES:</b>	N/A	
<b>HOMEOWNERSHIP OCCUPANCY REQUIREMENT:</b>	N/A	
<b>INCOME ELIGIBILITY:</b>	<p>62 of the units will be affordable to households earning up to 90% HUD AMI. Tenants shall not pay more than 30% of their income for rent and Rents cannot exceed the fair market rents established by HUD.</p> <p>Rents are based on 2013 projections.</p> <p>Covenants &amp; Restrictions shall be recorded evidencing same.</p> <p>See attached Rental Spreadsheet (with rents per unit type).</p>	E
<b>RENTER SELECTION PROCESS/MARKETING PLAN:</b>	Conifer LLC working in conjunction with the Long Island Housing Partnership will be retained to market the development and to perform the applicant qualification process in accordance with County requirements and the Fair Housing Laws. The developer has provided the County with a copy of its Renter Selection Process and Marketing Plan. Conifer will be the managing agent upon occupancy of the building and will perform annual recertifications to ensure continued income guidelines are met.	
<b>ANTICIPATED FUNDING SOURCES/FINANCIAL ASSISTANCE:</b>	<p>Suffolk County Infrastructure Funds: up to \$1,950,800</p> <p>NYS Homes and Community Renewal: Federal Low Income Housing Tax Credits: \$829,600 annual credit</p> <p>NYS HCR State Low Income Housing Tax Credits (SLIHC) \$750,000 annual credit</p> <p>Developer's equity \$5,500,000</p>	

	<p>HOME Funds \$330,000(10 units)</p> <p>Federal NSP Funds \$1,000,000</p> <p>Construction Bonds issued by HFA and backed by standby Letters of Credit from Capital One Bank (Construction Loan) \$26,500,000</p>	
<p><b>PERMITTED ENCUMBRANCES:</b></p>	<p>A subordinated lien in favor of Suffolk County in the amount of the IDS to be repaid upon such terms as may be reasonably acceptable to the County and as shall be contained in a Mortgage and/or Easement to be executed between the parties.</p> <p>A lien in favor of Capital One Bank as permanent mortgagee</p>	
<p><b>DEVELOPMENT TEAM MEMBERS:</b></p>	<p><b>Developer:</b> WR Communities B LLC  <b>Developer Manager:</b> Albanese Development Corp  <b>Property Manager:</b> Conifer LLC  <b>Builder:</b> A-3 Construction LLC (a subsidiary of Albanese Organization)  <b>Attorney:</b> Constance Giessert, Cannon Heyman &amp; Weiss, LLP  <b>Engineer:</b> Cameron Engineering</p>	
<p><b>CONDITIONS OF CONTRACT EXECUTION/FUNDING/CLOSING:</b></p>	<ol style="list-style-type: none"> <li>1. Satisfactory evidence of financing sources</li> <li>2. Building permits and completion of construction, certificate of occupancy</li> <li>3. Suffolk County and municipal approvals, as applicable, including Health Department</li> <li>4. Execution of a Development Agreement by and among the Developer (beneficial owner), the Town of Babylon, the fee owner and such other parties as the County may reasonably determine and such other documents in connection therewith as the County may reasonably require. Town Board resolutions required.</li> </ol> <hr/> <ol style="list-style-type: none"> <li>6. Title to the premises shall have been transferred to the beneficial owner.</li> </ol>	

	<p>7. Completion of SEQRA 8. Environmental review satisfactory to the County 9. Approval of Subdivision 10. Such other conditions as the County may reasonably require and as shall be set forth in the Development Agreement.</p>	
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# EXHIBIT A TO DEVELOPMENT PLAN



**NOTES:**

1. Land Area Proposed Lot 11 = 102,525 sq. ft./2.354 Acres
2. This property may be subject to restrictions, covenants and easements other than those shown.
3. The ground was snow covered during field inspection on February 13, 2013.
4. The subject property and all adjoining properties are zoned G Industry as shown on the Town of Babylon Zoning Map dated September 26, 1987.
5. Location of all underground utilities are approximate. All locations and sizes are based on utility mark-outs, obtained or built maps and visible above ground structures assessable in the field. Sidney B. Bowne does not guarantee the location of underground utilities and structures. Prior to excavation, all underground utilities must be verified as to their location, size and type by the respective utility companies.
6. Elevations refer to NAVD88.

NO.	DATE	DESCRIPTION	BY
<p>Unpublished alteration or addition to this survey map is a violation of Section 2203 of the State Real Property Law. Any violation of this law may be subject to a civil penalty of up to \$500 per day. Any violation of this law may also be subject to a criminal penalty of up to \$500 per day.</p> <p>Prepared for: <b>Town of Babylon</b>  <b>PROPOSED MAP OF:</b> Lot 11  <b>Proposed Site of Wyandanch Transit Center Development</b></p> <p>LOCATED AT: <b>Wyandanch, Town of Babylon</b>            COUNTY OF: <b>Suffolk County, New York</b></p> <p>CERTIFIED TO:</p>			
<p><b>BOWNE</b>  <b>AEST</b>  <b>GROUP</b>            31 West            Erie Street            PO BOX 100</p>		<p>Sidney B. Bowne            AIA, LLC            225 East Jericho Turnpike            Westbury, NY 11591            Phone: 516-746-2350            Fax: 516-747-1398            www.bownegroup.com</p>	<p>DRAWN BY: <b>ad</b>            CHECKED BY: <b>jl</b>            PROJECT NO.: <b>11300000</b>            SCALE: <b>1"=40'</b>            DATE: <b>February 18, 2013</b></p>
<p>DIVISION OF PLANNING            District 900 Section 40 Block 11            P.O. Box 11172 &amp; 13 and a part of the John B. Kelly</p>			



EXHIBIT B  
TO  
DEVELOPMENT PLAN

Sidney B. Bowne  
& Son, LLP  
235 East Jericho Turnpike  
PO Box 109  
Mineola, NY 11501  
Phone: 516-746-2350  
Fax: 516-747-1396  
www.bownegroup.com

**Description of Real Property**

Lot 11 Proposed Map of Wyandanch Transit Oriented Development  
Wyandanch, Town of Babylon  
Suffolk County, New York

**Suffolk County Real Property Tax Service Designation**

District: 100

Section: 40

Block: 2

Lots: Parts of lots 11, 12.2, 13, part of the right of way of Main Street

Beginning at a the intersection of the easterly line of Straight Path with the southerly line of Acorn Plaza, as it appears on the proposed Map of Wyandanch Transit Oriented Development, said Point of Beginning also being 1,501.78 feet as measured along the easterly line of Straight Path from the intersection of the easterly line of Straight Path with the westerly line of 9<sup>th</sup> Street;

RUNNING THENCE along the southerly line of Acorn Plaza the following two courses:

1. South 68°43'20" East 376.84 feet;
2. Thence South 73°12'29" East 5.80 feet;

Thence South 16°47'31" East 91.91 feet;

Thence South 72°52'54" West 469.42 feet;

Thence North 68°43'17" West 70.91 feet, to the easterly line of Straight Path;

Thence along the easterly line of Straight Path the following two courses:

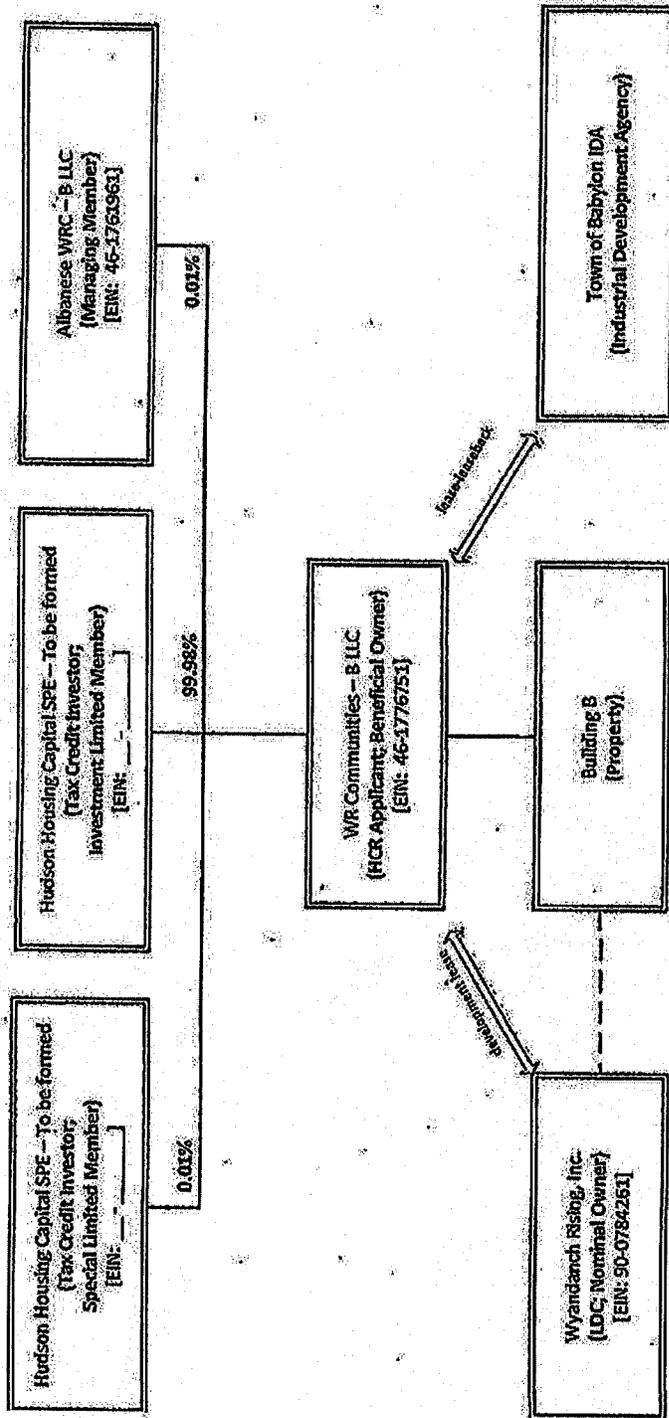
1. North 21°16'43" East 31.35 feet;
2. North 21°24'20" East 328.98 feet, to the Point of Beginning.

Containing within said bounds 102,525 Square Feet (2.354 Acres)

EXHIBIT C  
TO  
DEVELOPMENT PLAN

CONFIDENTIAL

Wyandanch Rising - Building B  
Ownership Chart



**EXHIBIT D**  
**TO**  
**DEVELOPMENT PLAN**

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**Wyandanch Village - Building B**

**Project Summary**

Building B is the second mixed-use, mixed-income building being constructed as part of Phase 1 of the Town of Babylon's Wyandanch Rising initiative. Construction of the first building began in July.

Building B is a 4-story building. Three floors of metal-stud load bearing structure over a concrete and structural steel podium. The ground floor will contain 20,000 square feet of neighborhood and commuter oriented service retail, with +/-4,000 square feet of residential service and common areas. Total building area is 98,670 gsf.

The top three floors will provide 86 rental units:

9 studio apartments

53 one-bedroom

18 two-bedroom

6 three-bedroom

Seventy two percent (72%) of the units will have rents that will not exceed 30% of household income, and 53 units (62%) will be targeted for households at or below 60% of the County Median Income adjusted for family size. A later exhibit provides, income targets and anticipated rents.

The building is part of the Transit Oriented Development (TOD) that comprises Phase I of the Wyandanch Rising revitalization project. In keeping with the sustainable character, the building is being designed to LEED Silver standards.

BUILDING B UNIT AND INCOME MIX

	50% AMI		60% AMI		61-90% AMI		Market rate		
	Tier: 30% # of Units	FMV Monthly Rent	Tier: 50% # of Units	FMV Monthly Rent	Tier: 30% # of Units	FMV Monthly Rent	Tier: # of Units	Monthly Rent	Total Units By Type
Studio	0	✓ \$927	4	X \$1,113	1	X \$1,200	4	\$1,335	9
One Bedroom	1	✓ \$993	33	✓ \$1,192	5	X \$1,425	14	\$1,510	53
Two Bedroom	1	✓ \$1,192	11	✓ \$1,431	2	X \$1,815	4	\$1,900	18
Three Bedroom	0	✓ \$1,376	3	✓ \$1,652	1	X \$2,100	2	\$2,300	6
Total	2		51		9		24		86

2 UNITS AT 50%

- 1 - 1 BR
- 1 - 2 BR

51 UNITS AT 60%

- 4 - STUDIOS
- 33 - 1 BR
- 11 - 2 BR
- 3 - 3 BR

9 UNITS AT 90%

- 1 - STUDIO
- 5 - 1 BR
- 2 - 2 BR
- 1 - 3 BR

\* rates to be revised

5 - STUDIOS  
 39 - 1 BR  
 14 - 2 BR  
 4 - 3 BR  
62 TOTAL

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation		
<b>RESOLUTION NO. -2013, AUTHORIZING FUNDING OF INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER THE SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (WYANDANCH RISING BUILDING B)</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>      </u> No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION AUTHORIZES THE DEPARTMENT TO USE FUNDS WHICH HAVE BEEN PREVIOUSLY APPROPRIATED IN CAPITAL PROJECT 6411 TO COVER INFRASTRUCTURE COSTS UNDER THE REAL PROPERTY UNDER SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
AVAILABLE APPROPRIATIONS WITHIN CAPITAL PROJECT 6411.		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		September 5, 2013

SCIN FORM 175b (10/95)

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

**GENERAL FUND**

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

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

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

**NOTES:**

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

**2013 INTRAGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:**

Authorizing funding of infrastructure improvements and oversight of real property under the Suffolk County Affordable Housing Opportunities Program (Wyandanch Rising Building B)

**PURPOSE OR GENERAL IDEA OF BILL:**

To authorize funding, under CP 6411, for up to \$1,950,800, of infrastructure improvements under the Suffolk County Affordable Housing Opportunities Program for construction of 62 affordable rental units for Building B of the Wyandanch Rising redevelopment project.

**SUMMARY OF SPECIFIC PROVISIONS:**

Up to \$1,950,800 is requested in infrastructure funding for Building B of the development representing 62 affordable rental units.

**JUSTIFICATION:**

To provide assistance in creating affordable housing for households under certain income limits as established pursuant to the Suffolk County Affordable Housing Opportunities Program

**FISCAL IMPLICATIONS:**

\$1,950,800 reserved and paid from 525-CAP-6411.312 following completion of Building B.

**COUNTY OF SUFFOLK**



**Steven Bellone**  
SUFFOLK COUNTY EXECUTIVE

**Department of**  
**Economic Development and Planning**

**Joanne Minieri**  
Deputy County Executive and Commissioner

**Division of Real Property**  
**Acquisition and Management**

August 29, 2013

Jon Schneider, Deputy County Executive  
H. Lee Dennison Bldg. – 12<sup>th</sup> Floor  
Hauppauge, New York 11788-0099

Re: Authorizing Funding of Infrastructure Improvements and Oversight of Real Property  
Under the Suffolk County Affordable Housing Opportunities Program (Wyandanch  
Rising Building B)

Dear Mr. Schneider:

Attached is the following Resolution, together with the back-up documentation, requested to be Laid on the Table at the September 12, 2013 meeting for consideration and vote at the October 8, 2013 meeting:

**RESOLUTION NO. \_\_\_\_\_ -2013 AUTHORIZING FUNDING OF INFRASTRUCTURE  
IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER THE SUFFOLK COUNTY  
AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (WYANDANCH RISING BUILDING B).**

Please note that the Development Agreement, referred to as Exhibit B in the Resolution, is not yet attached but will be submitted in substantially final form. The Resolution should not be delayed but should be Laid on the Table pending submission of the Development Agreement.

Thank you.

Very truly yours,

Jill Rosen-Nikoloff  
Director of Real Estate

**Attachment**

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
CE Reso Review (e-copy)

1804

Intro Res. No. -2013

Laid on Table

9/12/13

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2013, AUTHORIZING FUNDING OF  
INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF  
REAL PROPERTY UNDER THE SUFFOLK COUNTY  
AFFORDABLE HOUSING OPPORTUNITIES PROGRAM  
(WINCORAM COMMONS)**

**WHEREAS**, Local Law No. 13-2000 as amended in its entirety by Local Law No. 17-2004, known as Suffolk County Administrative Code ("SCAC") Article XXXVI, as amended, found and determined that there was a need for the County to provide assistance in creating affordable housing and established the Suffolk County Affordable Housing Opportunities Program; and

**WHEREAS**, SCAC § A-36-2 provides a statutory framework for land to be acquired and infrastructure improvements for the development of affordable housing through the use of capital bond proceeds; and

**WHEREAS**, the County Department of Economic Development and Planning, the Town of Brookhaven, the Community Development Corporation of Long Island, a New York not-for-profit corporation and Conifer Realty, LLC (the "Developer") have identified a site in the County of Suffolk which would be appropriate for development as affordable housing and is identified by Suffolk County Tax Map Numbers: 0200-476.00-02.00-029.004 and 0200-476.00-02.00-029.005 (the "Subject Premises"); and

**WHEREAS**, the affordable housing development will be known as Wincoram Commons and contemplates the construction of 176 affordable rental units, to be constructed in two phases with Phase I comprising 98 units and Phase II comprising 78 units, each Phase as more particularly described in the Development Plan attached hereto as Exhibit 1 (with respect to Phase I) and Exhibit 2 (with respect to Phase II) (together, the "Development Plans"); and

**WHEREAS**, the Subject Premises will require infrastructure improvements to facilitate the construction of the affordable housing development and, in connection therewith, the Developer has requested infrastructure funding from the County in the amount of up to One Million Five Hundred Thousand (\$1,500,000) Dollars for Phase I and up to Five Hundred Thousand (\$500,000.00) Dollars for Phase II; and

**WHEREAS**, the Developer and the County are negotiating the terms of a Development Agreement, a copy of which in substantially final form is attached hereto as Exhibit 3, which shall be executed for each of Phase I (the "Phase I Development Agreement") and Phase II (the "Phase II Development Agreement", and together with the Phase I Development Agreement, the "Development Agreements"); and

**WHEREAS**, the Planning Board of the Town Board of Brookhaven, as lead agency, on September 10, 2012, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Planning Board of the Town of Brookhaven is binding on the County, as an involved agency, pursuant to Title 6 of the

New York Codes, Rules and Regulations (NYCRR) § 617.6 (b) (3) (iii) and, therefore, SEQRA is complete; and

**WHEREAS**, Resolution No. 1134-2008, appropriated the proceeds of \$5,000,000 in Suffolk County Serial Bonds to fund the infrastructure improvements in connection with the properties acquired, funded, constructed, reconstructed or rehabilitated in connection with the Affordable Housing Opportunities Program subject to further Legislative approval of a resolution authorizing the funding of specific infrastructure improvements to be made in connection with such affordable housing developments; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the development of Wincoram Commons meets the requirements of the Suffolk County Affordable Housing Opportunities Program and the need to fill the critical shortage of affordable housing in the County and, accordingly, authorizes the development of Wincoram Commons and the requested funding thereof in the amount of up to One Million Five Hundred Thousand (\$1,500,000.00) Dollars for Phase I and up to Five Hundred Thousand (\$500,000.00) Dollars for Phase II for infrastructure improvements in accordance with the Development Plans; and be it further

**2<sup>nd</sup>** **RESOLVED**, that the Phase I Development Agreement and the Phase II Development Agreement are each hereby approved in substantially the form as attached hereto; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the County Executive, the Department of Economic Development and Planning, its Commissioner, its Director of Real Estate and the County Attorney are authorized, empowered and directed to negotiate, execute and deliver the Phase I Development Agreement and the Phase II Development Agreement, and each other document contemplated to be executed and delivered in connection therewith, with such changes thereto as may be necessary or desirable, consistent with the Development Plans, in order to effectuate this overall affordable housing project and transactions contemplated hereby; and be it further

**4<sup>th</sup>** **RESOLVED**, that the County Executive, the Department of Economic Development and Planning, its Commissioner, its Director of Real Estate and the County Attorney are authorized, empowered and directed to take such further actions and execute such additional documents as may be necessary or desirable, consistent with the Development Plans, in order to effectuate the purposes and intent of the foregoing resolutions, including, but not limited to, payment of expenses such as costs associated with surveys, appraisals, environmental audits, title reports and insurance; and be it further

**5<sup>th</sup>** **RESOLVED**, that, subject to the terms of the fully executed Phase I Development Agreement, the County Comptroller and County Treasurer are hereby authorized to reserve and pay up to One Million Five Hundred Thousand (\$1,500,000.00) Dollars in connection with infrastructure costs associated with the development of Phase I of Wincoram Commons from previously appropriated funds in Capital Project No. 525-CAP-6411.311; and be it further

**6<sup>th</sup>** **RESOLVED**, that, subject to the terms of the fully executed Phase II Development Agreement, the County Comptroller and County Treasurer are hereby authorized to reserve and pay up to Five Hundred Thousand (\$500,000.00) Dollars in connection with infrastructure costs associated with the development of Phase II of Wincoram Commons from previously appropriated funds in Capital Project No. 525-CAP-6411.311; and be it further

7<sup>th</sup> **RESOLVED**, the Planning Board of the Town of Brookhaven, as lead agency, on September 10, 2012, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Planning Board of the Town of Brookhaven is binding on the County, as an involved agency, pursuant to Title 6 of New York Codes, Rules and Regulations (NYCRR) § 617.6 (b) (3) (iii) and, therefore, SEQRA is complete.

Dated:

APPROVED BY:

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

Date:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation		
<p><b>RESOLUTION NO.        -2013, AUTHORIZING FUNDING OF INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER THE SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (WINCORAM COMMONS)</b></p>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?        Yes <u>      </u> No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION AUTHORIZES THE DEPARTMENT TO USE FUNDS WHICH HAVE BEEN PREVIOUSLY APPROPRIATED IN CAPITAL PROJECT 6411 TO COVER INFRASTRUCTURE COSTS UNDER THE REAL PROPERTY UNDER SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
AVAILABLE APPROPRIATIONS WITHIN CAPITAL PROJECT 6411.		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		September 5, 2013

SCIN FORM 175b (10/95)

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

**GENERAL FUND**

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

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

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

**NOTES:**

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

EXHIBIT 1  
TO  
RESOLUTION

SCHEDULE B to Development Agreement  
**WINCORAM COMMONS Phase I DEVELOPMENT PLAN**

ITEM	DESCRIPTION	EXHIBIT
MUNICIPALITY:	Town of Brookhaven	
PROJECT ADDRESS:	The project involves parcels in the hamlet of Coram located near the intersection of Route 112 and Route 25, Coram, NY. The development area consists 2 parcels as follows: SCTM# 0200-476.00-02.00-029.004 and -029.005 (See attached Existing Conditions Plan)	A
SITE DESCRIPTION:	The entire site is comprised of approx. 17.64 acres. Wincoram Phase 1 will be comprised of 13.54 acres.  (See attached Preliminary Site Plan)  The property is zoned J2 and A1. A special permit allowing MF Residence (Multifamily) and J6 (Main Street Business) uses and preliminary site plan have been approved by the Planning Board. No further zone change is required.	B
OWNER/DEVELOPER:	Developer: Conifer, LLC and CDC of Long Island  Fee Owner: CV Village at Coram, LLC  Leasehold Owner & Developer: Wincoram Commons I, LLC  See attached organizational chart	C
SUFFOLK COUNTY TAX MAP NUMBERS:	District 0200, Section 476.00, Block 02.00, lots 29.004 and 29.005.	
Site Control:	CV Village at Coram is the contract vendee. The property will be leased to the Town of Brookhaven IDA and leased back to CV Village at Coram, LLC. CV Village at Coram, LLC will enter into a ground lease to Wincoram Commons I, LLC for phase I.	

<b>INFRASTRUCTURE FUNDS:</b>	<p>Suffolk County will subsidize up to \$1,500,000 of the infrastructure costs associated with this development. The funds will be utilized to offset the costs of infrastructure improvements, including but not limited to, site prep., residential parking, curbs, sidewalks, lighting, drainage, sanitary systems and landscaping. The owner/developer will finance the infrastructure funds and the funds shall only be paid upon completion of the project.</p>	
<b>PROJECT DESCRIPTION:</b>	<p>The project is a 7-building mixed-use development with 98 units of rental residences, approximately 9,020 square feet of commercial space, and community space. The rental units present a mix of one-bedroom; two-bedroom and three-bedroom units affordable to families earning up to 90% of AMI.</p> <p>100% of the units will be income restricted.</p> <p>Attached are schematic drawings of the project including a site plan, floor plans and elevations.</p> <p>This is the first phase in the Wincoram Commons Project and will be followed by additional residential buildings and a commercial building.</p>	<p>D.</p>
<b>SUFFOLK COUNTY LAND DEVELOPMENT SUBSIDY (LDS):</b>	<p>NA</p> <p>\$1,500,000/98 affordable rental units (\$15,306.12 per unit)</p>	
<b>SUFFOLK COUNTY INFRASTRUCTURE DEVELOPMENT SUBSIDY (IDS):</b>	<p>The IDS shall be evidenced by a deferred note and lien. The note shall be non-interest bearing unless and until there is an event of default at which time interest shall accrue at 6%. The note and lien may be subordinated to bank financing or other funding sources as reasonably acceptable to the County.</p>	
<b>IDS REPAYMENT:</b>	<p>Repayable after 30 years or upon covenant violation. Units shall remain affordable for the term of the IDS loan.</p>	
<b>HOMEOWNER UNIT PURCHASE PRICES:</b>	<p>N/A</p>	
<b>HOMEOWNERSHIP OCCUPANCY REQUIREMENT:</b>	<p>N/A</p>	

<p><b>INCOME ELIGIBILITY:</b></p>	<p>15% of the units will be affordable to households earning up to 50% HUD AMI.</p> <p>70% of the units will be affordable to households earning up to 60% HUD AMI.</p> <p>15% of the units will be affordable to households earning up to 90% HUD AMI.</p> <p>Rents are based on 2013 projections. Rents cannot exceed the fair market rents established by HUD</p> <p>Covenants &amp; Restrictions shall be recorded evidencing same.</p> <p>See attached Rental Spreadsheet (with rents per unit type).</p>	<p>E</p>
<p><b>RENTER SELECTION PROCESS/MARKETING PLAN:</b></p>	<p>Conifer Management will market the development and to perform the applicant qualification process in accordance with County requirements and the Fair Housing Laws. The developer will provide the County with a copy of its Renter Selection Process and Marketing Plan.</p>	
<p><b>ANTICIPATED FUNDING SOURCES/FINANCIAL ASSISTANCE:</b></p>	<p>Suffolk County Infrastructure Funds: \$1,500,000</p> <p>NYS Homes and Community Renewal: Federal Low Income Housing Tax Credit Equity: \$12,543,685</p> <p>NYS HCR State Low Income Housing Tax Credits (SLIHC) equity \$6,400,027</p> <p>Deferred Developer Fee: \$1,111,622</p> <p>CDCLI Funding Corp. NeighborWorks America Loan: \$500,000</p> <p>Conventional Mortgage \$9,570,000</p> <p>These are the permanent sources of funding. Sources &amp; Uses summary provided.</p>	

<p><b>PERMITTED ENCUMBRANCES:</b></p>	<p>A subordinated lien in favor of Suffolk County in the amount of the IDS to be repaid upon such terms as may be reasonably acceptable to the County and as shall be contained in a Mortgage and/or Easement to be executed between the parties.</p> <ul style="list-style-type: none"> <li>• A lien in favor of TBD permanent mortgagee.</li> <li>• A lien in favor of CDCLI Funding Corp. as permanent mortgagee.</li> <li>• A lien in favor of Empire State Development Corp. as permanent mortgagee.</li> </ul>	
<p><b>DEVELOPMENT TEAM MEMBERS:</b></p>	<p><b>Co- Developers:</b> Conifer, LLC; Community Development Corporation of Long Island, Inc.  <b>Property Manager:</b> Conifer Management, LLC  <b>Builder:</b> Conifer-LeChase Construction, LLC  <b>Attorney:</b> Susan Jennings, General Counsel, Conifer Realty, LLC  Daniel Deegan, Forchelli, Curto, Deegan, Schwartz, Mineo &amp; Terrana, LLP  <b>Engineer:</b> L. K. McLean Associates, P.C.</p>	
<p><b>CONDITIONS OF CONTRACT EXECUTION/FUNDING/CLOSING:</b></p>	<ol style="list-style-type: none"> <li>1. Satisfactory evidence of financing sources</li> <li>2. Building permits and completion of construction, certificate of occupancy</li> <li>3. Payment and Performance Bond naming Suffolk County as Insured</li> <li>4. Suffolk County and municipal approvals, as applicable, including Health Department</li> <li>5. Execution of a Development Agreement and such other documents in connection therewith as the County may reasonably require.</li> <li>6. Ground lease of premises shall have been executed in favor of the Wincoram Commons I LLC.</li> <li>7. Completion of SEQRA</li> <li>8. Environmental review satisfactory to the County</li> <li>9. Such other conditions as the County may reasonably require and as shall be set forth in the Development Agreement.</li> </ol>	



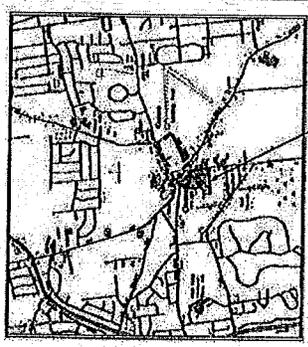
# EXHIBIT B TO DEVELOPMENT PLAN



DATE	
BY	
FOR	
PROJECT	
LOCATION	

WINCORAM COMMONS  
ROUTE 112  
TOWN OF BROOKFIELD, VT 05732

8  
SCALE: 1" = 100'



NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (AC.)
1	Phase I	1,234,567	28.2
2	Phase II	1,234,567	28.2
3	Phase III	1,234,567	28.2
4	Phase IV	1,234,567	28.2
5	Phase V	1,234,567	28.2
6	Phase VI	1,234,567	28.2
7	Phase VII	1,234,567	28.2
8	Phase VIII	1,234,567	28.2
9	Phase IX	1,234,567	28.2
10	Phase X	1,234,567	28.2
11	Phase XI	1,234,567	28.2
12	Phase XII	1,234,567	28.2
13	Phase XIII	1,234,567	28.2
14	Phase XIV	1,234,567	28.2
15	Phase XV	1,234,567	28.2
16	Phase XVI	1,234,567	28.2
17	Phase XVII	1,234,567	28.2
18	Phase XVIII	1,234,567	28.2
19	Phase XIX	1,234,567	28.2
20	Phase XX	1,234,567	28.2

NOTES:  
1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF BROOKFIELD, VERMONT.  
2. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
3. THE DEVELOPER SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SPECIFIED.  
4. THE DEVELOPER SHALL MAINTAIN ALL EXISTING TREES AND LANDSCAPE FEATURES UNLESS OTHERWISE SPECIFIED.  
5. THE DEVELOPER SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND PAVEMENT UNLESS OTHERWISE SPECIFIED.  
6. THE DEVELOPER SHALL MAINTAIN ALL EXISTING FENCES AND BARRIERS UNLESS OTHERWISE SPECIFIED.  
7. THE DEVELOPER SHALL MAINTAIN ALL EXISTING SIGNAGE UNLESS OTHERWISE SPECIFIED.  
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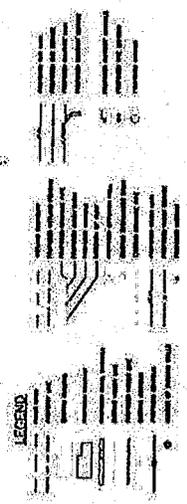
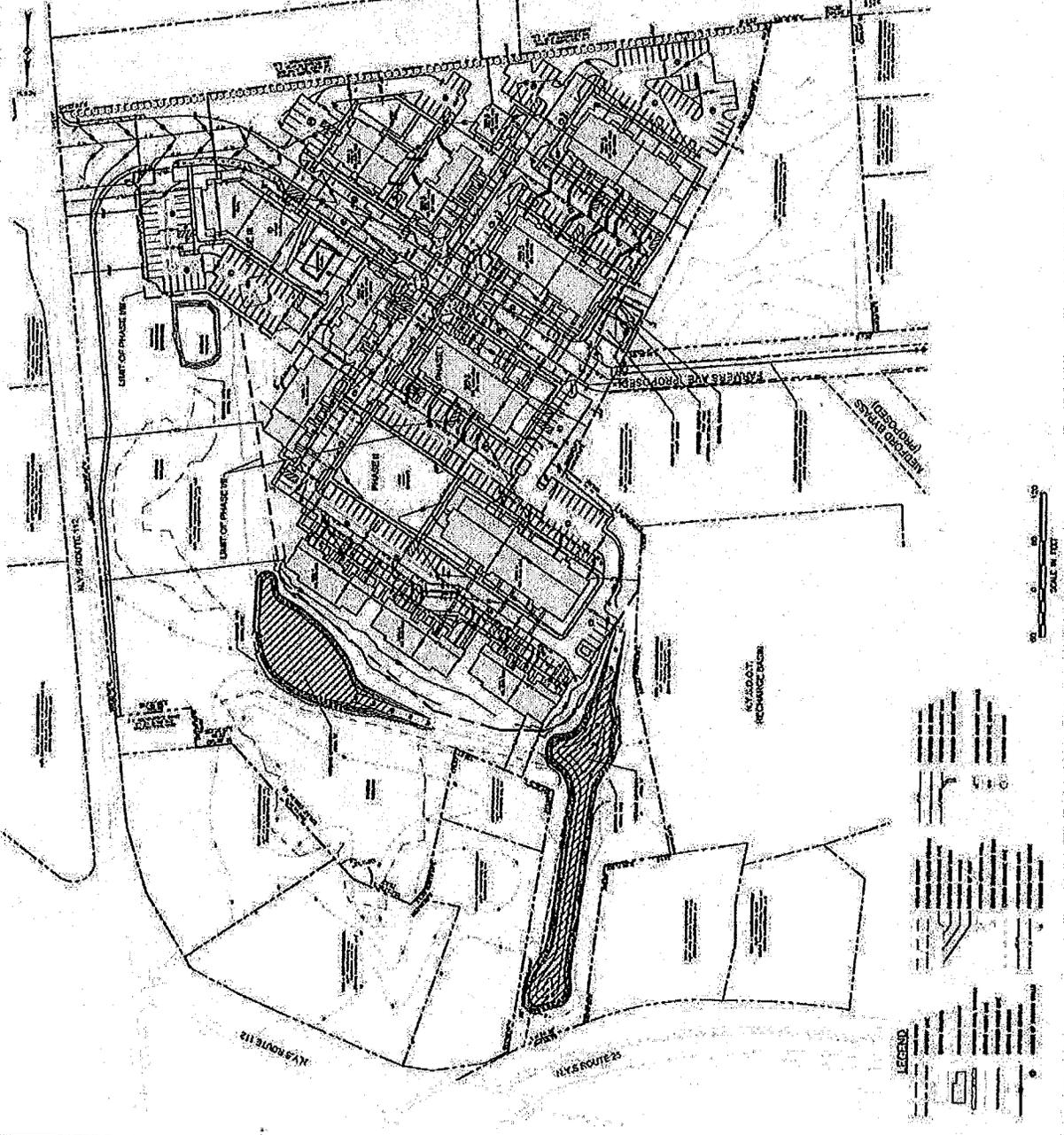
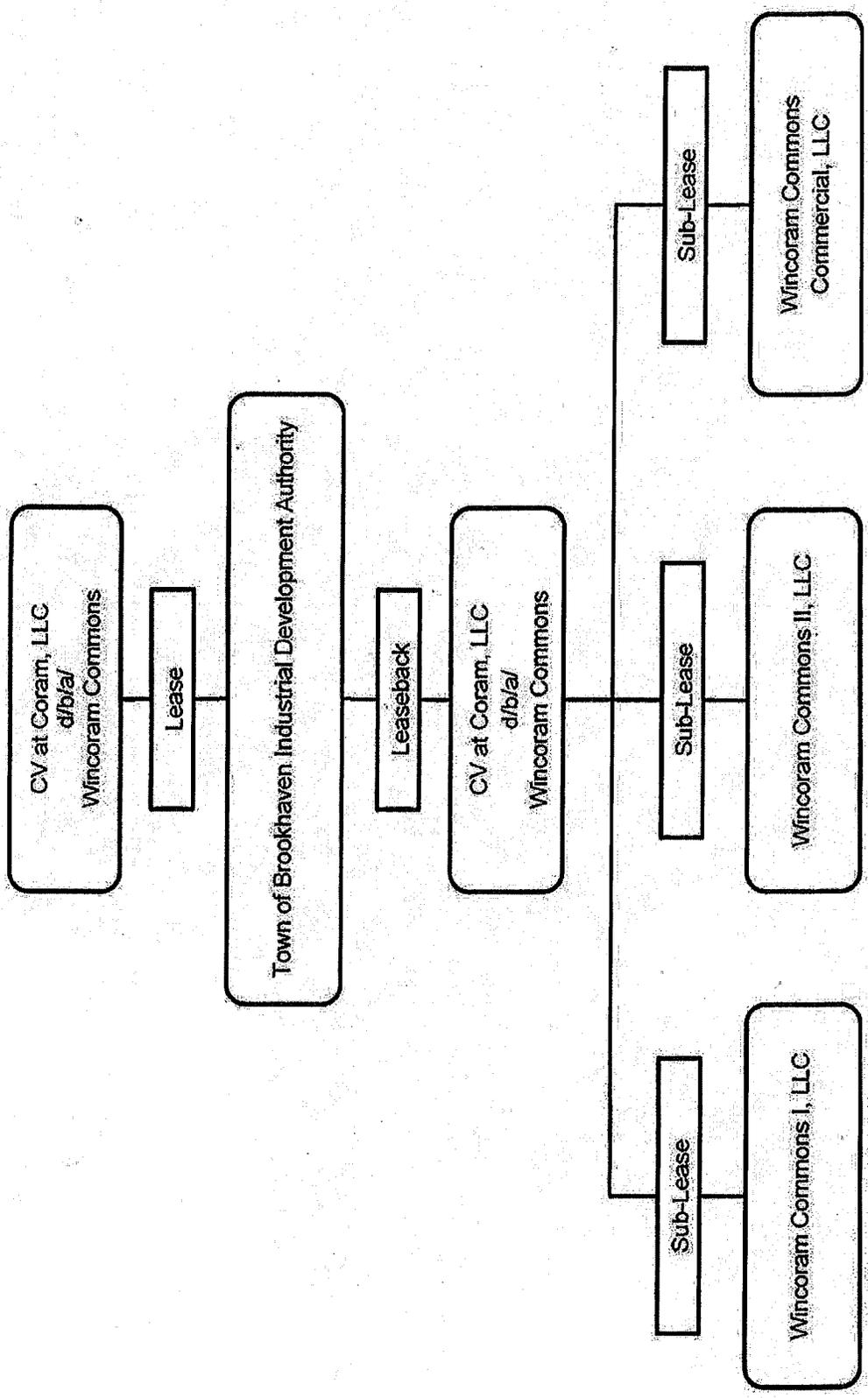


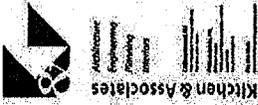
EXHIBIT C  
TO  
DEVELOPMENT PLAN

Wincoram Commons Site Control Chart



# WINCORAM COMMONS I

ROUTE 112  
TOWN OF BROOKHAVEN, NY 11727



DATE	11/11/11
SCALE	AS SHOWN
PROJECT	WINCORAM COMMONS I
CLIENT	WINCORAM COMMONS I
DESIGNER	KITCHEN & ASSOCIATES

DATE	11/11/11
SCALE	AS SHOWN
PROJECT	WINCORAM COMMONS I
CLIENT	WINCORAM COMMONS I
DESIGNER	KITCHEN & ASSOCIATES

WINCORAM COMMONS I  
ROUTE 112  
TOWN OF BROOKHAVEN, NY 11727

CS  
COVER SHEET

TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION

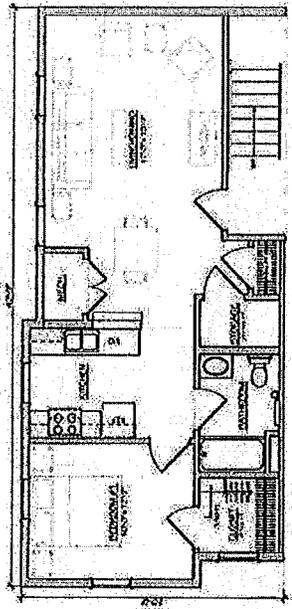
<p><b>VICINITY MAP</b></p>	<p><b>CODE DATA</b></p> <p>SECTION 24-112.1 - ZONING REGULATIONS SECTION 24-112.2 - SUBDIVISION REGULATIONS SECTION 24-112.3 - PLANNING REGULATIONS SECTION 24-112.4 - LANDSCAPE ARCHITECTURE REGULATIONS SECTION 24-112.5 - SIGNAGE REGULATIONS SECTION 24-112.6 - LIGHTING REGULATIONS SECTION 24-112.7 - UTILITIES REGULATIONS SECTION 24-112.8 - EROSION CONTROL REGULATIONS SECTION 24-112.9 - TREE PROTECTION REGULATIONS SECTION 24-112.10 - HISTORIC PRESERVATION REGULATIONS SECTION 24-112.11 - ENVIRONMENTAL REGULATIONS SECTION 24-112.12 - PUBLIC WORKS REGULATIONS SECTION 24-112.13 - TRAFFIC REGULATIONS SECTION 24-112.14 - FIRE SAFETY REGULATIONS SECTION 24-112.15 - HEALTH AND SAFETY REGULATIONS SECTION 24-112.16 - GENERAL REGULATIONS</p>	<p><b>ARCHITECTURAL LEGEND</b></p> <p><b>DRAWING TITLE</b></p> <p>1. SITE PLAN 2. LAYOUT PLAN 3. FLOOR PLAN 4. SECTION 5. ELEVATION 6. DETAIL 7. OTHER</p> <p><b>ABBREVIATION LIST</b></p> <p>ASB - ASBESTOS B - BOUNDARY C - CENTERLINE D - DRIVE E - ELEVATION F - FLOOR G - GROUND H - HIGHWAY I - INTERSECTION J - JUNCTION K - KURVE L - LOT M - MAIN N - NORTH O - OTHER P - PAVEMENT R - ROAD S - SIDEWALK T - TRAIL U - UTILITY V - VENT W - WALL X - XING Y - YARD Z - ZONE</p>	<p><b>PROJECT TEAM</b></p> <p>OWNER: WINCORAM COMMONS I LLC ARCHITECT: KITCHEN &amp; ASSOCIATES ENGINEER: KITCHEN &amp; ASSOCIATES SURVEYOR: KITCHEN &amp; ASSOCIATES INTERIOR DESIGNER: KITCHEN &amp; ASSOCIATES</p>	<p><b>DRAWING LIST</b></p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>GENERAL NOTES</td> <td>11/11/11</td> </tr> <tr> <td>2</td> <td>FOUNDATION PLAN</td> <td>11/11/11</td> </tr> <tr> <td>3</td> <td>FLOOR PLAN</td> <td>11/11/11</td> </tr> <tr> <td>4</td> <td>SECTION</td> <td>11/11/11</td> </tr> <tr> <td>5</td> <td>ELEVATION</td> <td>11/11/11</td> </tr> <tr> <td>6</td> <td>DETAIL</td> <td>11/11/11</td> </tr> <tr> <td>7</td> <td>OTHER</td> <td>11/11/11</td> </tr> </table>	NO.	DESCRIPTION	DATE	1	GENERAL NOTES	11/11/11	2	FOUNDATION PLAN	11/11/11	3	FLOOR PLAN	11/11/11	4	SECTION	11/11/11	5	ELEVATION	11/11/11	6	DETAIL	11/11/11	7	OTHER	11/11/11	<p><b>PROJECT STATISTICS</b></p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td>1</td> <td>GENERAL NOTES</td> <td>11/11/11</td> </tr> <tr> <td>2</td> <td>FOUNDATION PLAN</td> <td>11/11/11</td> </tr> <tr> <td>3</td> <td>FLOOR PLAN</td> <td>11/11/11</td> </tr> <tr> <td>4</td> <td>SECTION</td> <td>11/11/11</td> </tr> <tr> <td>5</td> <td>ELEVATION</td> <td>11/11/11</td> </tr> <tr> <td>6</td> <td>DETAIL</td> <td>11/11/11</td> </tr> <tr> <td>7</td> <td>OTHER</td> <td>11/11/11</td> </tr> </table>	NO.	DESCRIPTION	DATE	1	GENERAL NOTES	11/11/11	2	FOUNDATION PLAN	11/11/11	3	FLOOR PLAN	11/11/11	4	SECTION	11/11/11	5	ELEVATION	11/11/11	6	DETAIL	11/11/11	7	OTHER	11/11/11	<p><b>ABBREVIATION LIST</b></p> <p>ASB - ASBESTOS B - BOUNDARY C - CENTERLINE D - DRIVE E - ELEVATION F - FLOOR G - GROUND H - HIGHWAY I - INTERSECTION J - JUNCTION K - KURVE L - LOT M - MAIN N - NORTH O - OTHER P - PAVEMENT R - ROAD S - SIDEWALK T - TRAIL U - UTILITY V - VENT W - WALL X - XING Y - YARD Z - ZONE</p>	<p><b>LOCATION MAP</b></p>
NO.	DESCRIPTION	DATE																																																					
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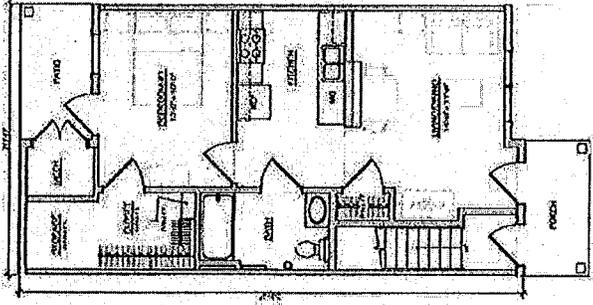
DATE	01/20/22
REVISION	
BY	
CHECKED	
DATE	
BY	

WINCORAM COMMONS I  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11722

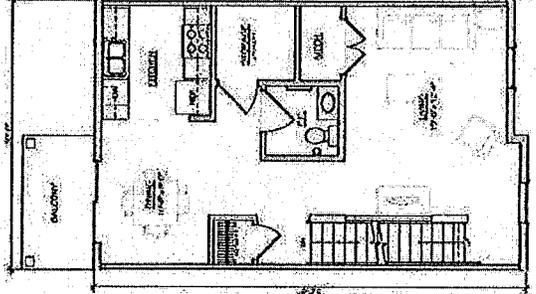
TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



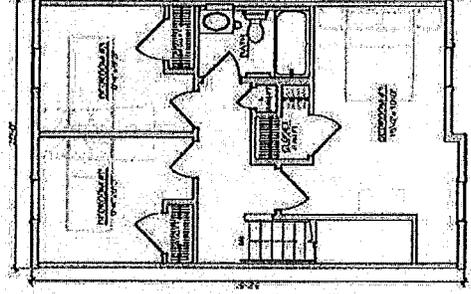
4 UNIT A-1: 1BR FLAT OVER RETAIL  
 3000 SF ±



1 UNIT A: 1BR FLAT  
 3000 SF ±



2 UNIT B: 2BR MULTI STORY (LOWER FLOOR)  
 1000 SF ±



3 UNIT B: 2BR MULTI STORY (UPPER FLOOR)  
 1000 SF ±





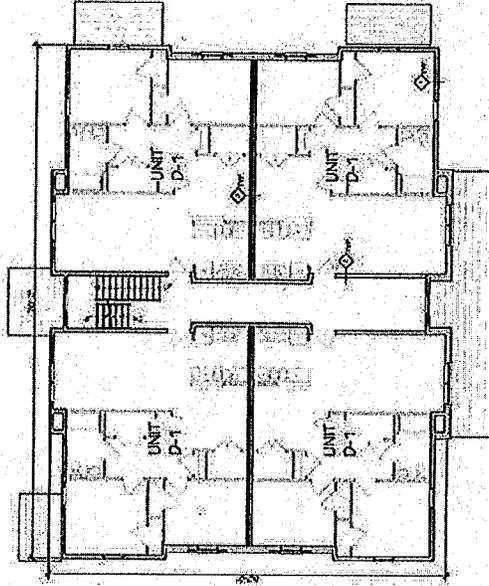


DATE	DESCRIPTION

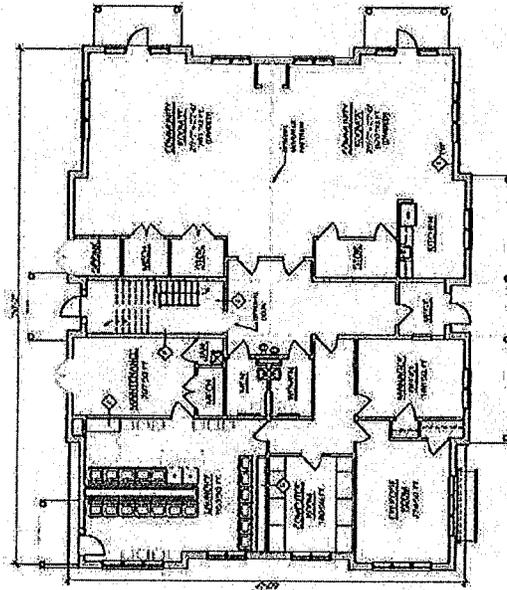
**WINCORAM COMMONS I**  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11727

**A5**  
 BUILDING FLOOR  
 PLANS

TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



2 BUILDING E SECOND PLAN (THIRD FLOOR SIMILAR)  
 SCALE: 1/8" = 1'-0"



1 BUILDING E FIRST FLOOR PLAN  
 SCALE: 1/8" = 1'-0"



**Kitchen & Associates**  
 Architect  
 Engineer  
 Planner  
 Interior

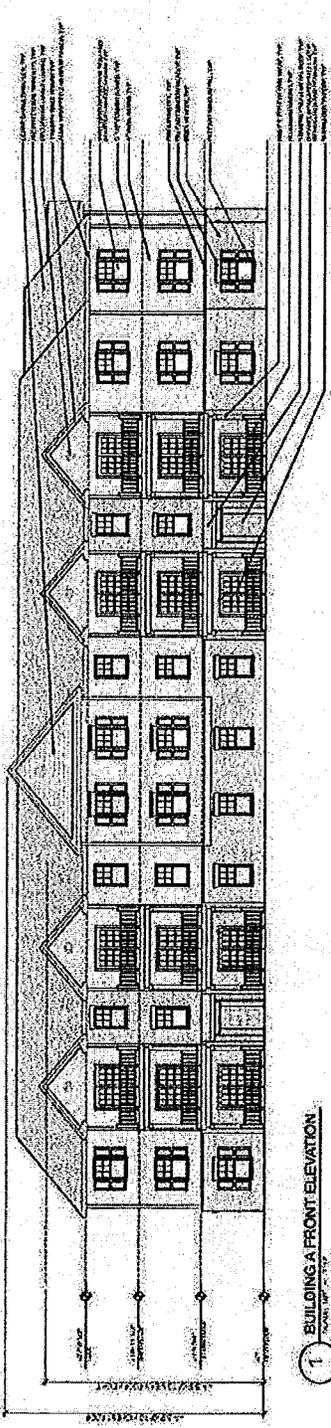


OWNER	ADDRESS
PROJECT	DATE
DATE	SCALE
BY	CHECKED
DATE	DATE

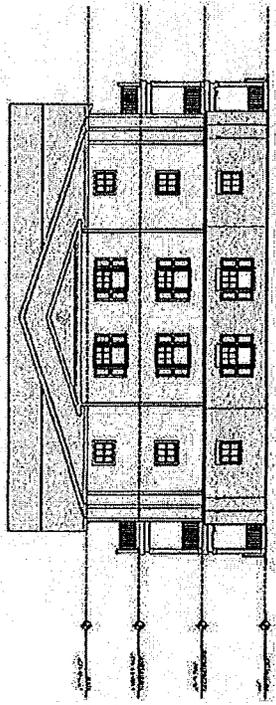
**WINCORAM COMMONS I**  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11727

**A6**  
 BUILDING ELEVATIONS

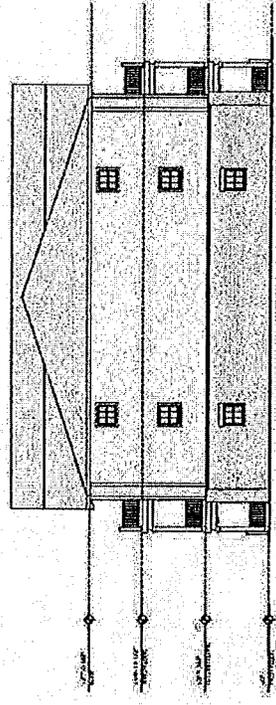
TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



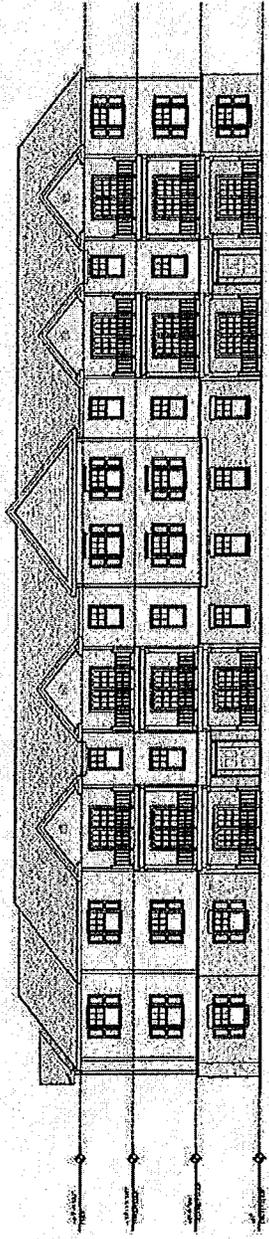
**1** BUILDING A FRONT ELEVATION  
 SCALE: 1/8" = 1'-0"



**2** BUILDING A LEFT ELEVATION  
 SCALE: 1/8" = 1'-0"



**3** BUILDING A RIGHT ELEVATION  
 SCALE: 1/8" = 1'-0"



**4** BUILDING A REAR ELEVATION  
 SCALE: 1/8" = 1'-0"









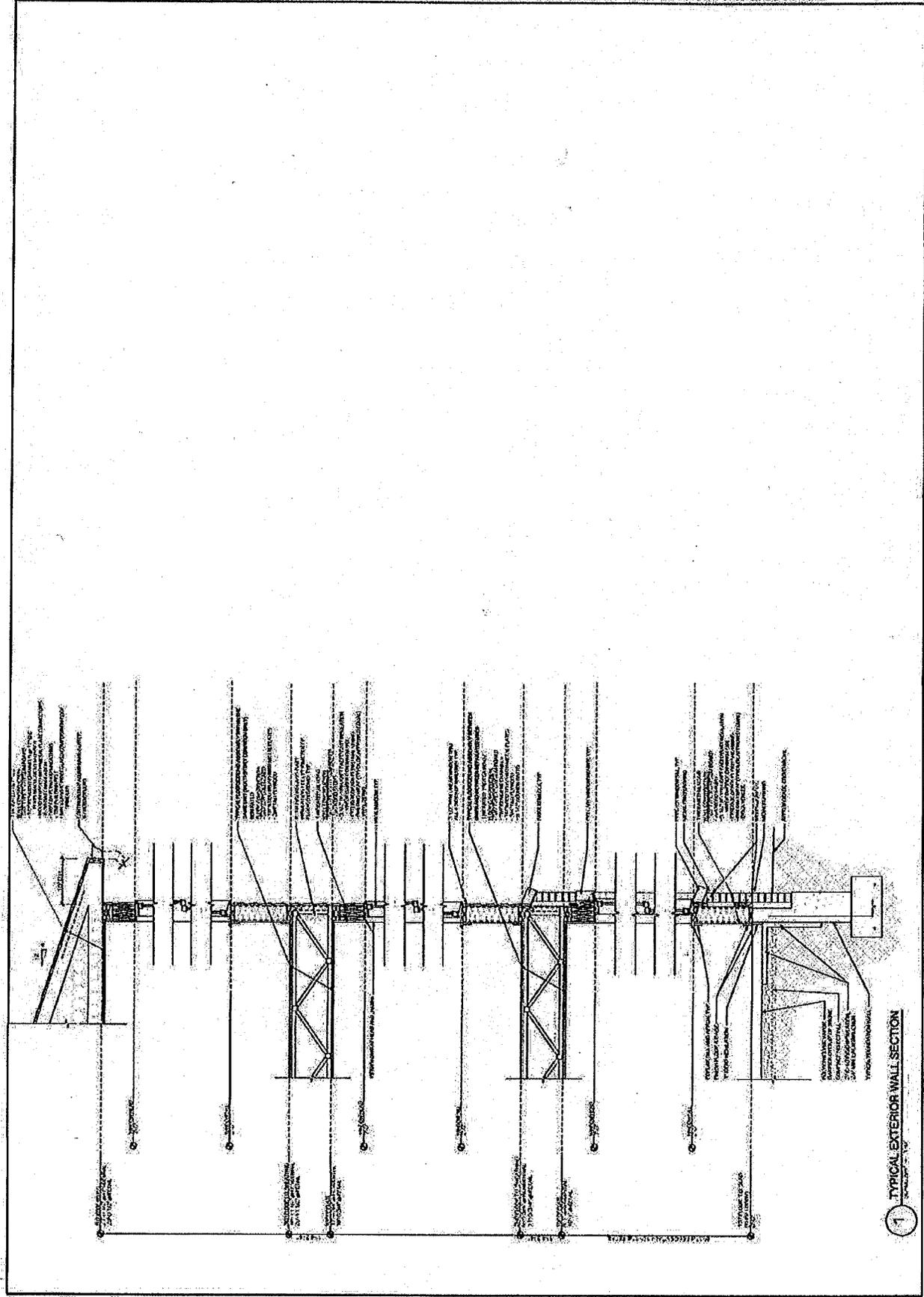


DATE:	08/02/22
APP'D:	SEAN
DRAWN:	JOHN
CHECKED:	JOHN
SCALE:	AS SHOWN
PROJECT:	WINCORAM COMMONS I
NO.:	1
REV:	

WINCORAM COMMONS I  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11722

A11  
 TYPICAL WALL SECTION

TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



1 TYPICAL EXTERIOR WALL SECTION  
 08/02/22

APPROVED FOR THE TAX CREDIT SUBMISSION ONLY. NOT FOR CONSTRUCTION.

# EXHIBIT E TO DEVELOPMENT PLAN

## RESIDENTIAL RENTAL INCOME ASSUMPTIONS

Unit Description (LHGS/SLHC)	Secondary Description	Income Target (% AMI)	No. of Bedrooms	No. of Bathrooms	Unit Sq. Footage	No. of Units	Net Rent (\$929)	Utility Allowance	Monthly Rent + Utilities	Monthly Rental Income	Annual Rental Income	FFR Market Rents	% Below Fair Market Rent	Max Tax Credit Rent	% Below Max Tax Credit Rent		
9% LHGS/SLHC		50%	1	1	75	5	\$1,121	33	962	4,645	55,740	1,407	31.6%	962	0.0%		
9% SLHC		50%	1	1	75	25	\$1,254	33	1,154	28,025	336,300	1,407	18.0%	1,154	0.0%		
9% LHGS/SLHC		50%	2	2	100	4	\$1,254	41	1,327	5,176	62,112	1,407	5.7%	1,154	21.9%		
9% LHGS/SLHC		50%	2	2	100	6	\$1,115	41	1,134	6,678	80,156	1,661	30.5%	1,154	0.0%		
9% SLHC		50%	2	2	100	35	\$1,344	41	1,385	47,040	564,480	1,661	16.6%	1,385	0.0%		
9% LHGS/SLHC		50%	3	3	125	9	\$1,551	41	1,592	15,959	167,508	1,661	4.2%	2,057	21.8%		
9% LHGS/SLHC		50%	3	3	125	4	\$1,282	52	1,334	5,128	61,536	2,204	39.5%	1,334	0.0%		
9% SLHC		50%	3	3	125	8	\$1,549	52	1,601	12,892	148,704	2,204	27.4%	1,601	0.0%		
		50%	3	3	125	2	\$1,788	52	1,840	3,576	42,912	2,204	16.5%	2,540	21.7%		
<b>Subtotal</b>							95,250	98	\$1,332	126,619	\$ 1,519,428	\$1,650	21.7%	\$7,398	7.6%		
<b>Market Rate Units</b>																	
<b>Unit Description</b>																	
<b>Staff Unit</b>																	
<b>Subtotal</b>							0	0	\$0	\$0			\$0				
<b>TOTAL</b>							95,250	98	\$1,292	\$1,332	126,619	\$ 1,519,428	\$1,650	21.7%	\$7,398	7.6%	

% affordable: 100.00%

## OTHER RESIDENTIAL INCOME:

DESCRIPTION	Monthly/Unit	Annual
Laundry Revenues	\$10.00	11,760
Cable Fees	-	-
Interest Income	-	-
Application Fees	-	-
Late Fees	-	-
Legal Fees	-	-
Per Charges	-	-
Parking	-	-
Storage	-	-
Other	-	-
<b>TOTAL</b>		<b>\$ 11,760</b>

## COMMERCIAL RENTAL INCOME:

DESCRIPTION	Sq. Feet	Rent/SF	Annual Rent
Store 1	1,600	\$5.00	\$8,000
Store 2	1,600	\$5.00	\$8,000
Place 1-6	5,820	\$16.63	96,768
		\$0.00	0
<b>TOTAL</b>	9,020	\$0.00	\$112,768

## UNIT SUMMARY

DESCRIPTION	NO. UNITS	PERCENT
1 Bedroom Units	34	34.69%
2 Bedroom Units	50	51.02%
3 Bedroom Units	14	14.29%
<b>TOTAL</b>	<b>98</b>	<b>100.00%</b>
50% AMI	15	15.31%
60% AMI	68	69.39%
90% AMI	15	15.31%
<b>TOTAL</b>	<b>98</b>	<b>100.00%</b>

EXHIBIT 2  
TO  
RESOLUTION

SCHEDULE B to Development Agreement  
**WINCORAM COMMONS Phase II DEVELOPMENT PLAN**

ITEM	DESCRIPTION	EXHIBIT
MUNICIPALITY:	Town of Brookhaven	
PROJECT ADDRESS:	<p>The project involves parcels in the hamlet of Coram located near the intersection of Route 112 and Route 25, Coram, NY. The development area consists 2 parcels as follows: SCTM# 0200-476.00-02.00-029.004 and -029.005 (See attached Existing Conditions Plan)</p>	A
SITE DESCRIPTION:	<p>The entire site is comprised of approx. 17.64 acres. Wincoram Phase II will be comprised of 3.28 acres.  (See attached Preliminary Site Plan)</p> <p>The property is zoned J2 and A1. A special permit allowing MF Residence (Multifamily) and J6 (Main Street Business) uses and preliminary site plan have been approved by the Planning Board. No further zone change is required.</p>	B
OWNER/DEVELOPER:	<p>Developer: Conifer, LLC and CDC of Long Island</p> <p>Fee Owner: CV Village at Coram, LLC</p> <p>Leasehold Owner &amp; Developer: Wincoram Commons Phase II, LLC</p> <p>See attached organizational chart</p>	C
SUFFOLK COUNTY TAX MAP NUMBERS:	District 0200, Section 476.00, Block 02.00, lots 29.004 and 29.005.	
Site Control:	<p>CV Village at Coram is the contract vendee. The property will be leased to the Town of Brookhaven IDA and leased back to CV Village at Coram, LLC. CV Village at Coram, LLC will enter into a ground lease to Wincoram Commons II, LLC for Phase II.</p>	

<p><b>INFRASTRUCTURE FUNDS:</b></p>	<p>Suffolk County will subsidize up to \$500,000 of the infrastructure costs associated with this development. The funds will be utilized to offset the costs of infrastructure improvements, including but not limited to, site prep., residential parking, curbs, sidewalks, lighting, drainage, sanitary systems and landscaping. The owner/developer will finance the infrastructure funds and the funds shall only be paid upon completion of the project.</p>	
<p><b>PROJECT DESCRIPTION:</b></p>	<p>The project is a 5-building mixed-use development with 78 units of rental residences. The rental units present a mix of one-bedroom, two-bedroom and three-bedroom units affordable to families earning up to 60% of AMI.</p> <p>100% of the units will be income restricted.</p> <p>Attached are schematic drawings of the project including a site plan, floor plans and elevations.</p> <p>This is the second phase in the Wincoram Commons Project and will be followed by a commercial building.</p>	<p>D</p>
<p><b>SUFFOLK COUNTY LAND DEVELOPMENT SUBSIDY (LDS):</b></p>	<p>NA</p> <p>\$500,000/78 affordable rental units (\$6,410 per unit)</p>	
<p><b>SUFFOLK COUNTY INFRASTRUCTURE DEVELOPMENT SUBSIDY (IDS):</b></p>	<p>The IDS shall be evidenced by a deferred note and lien. The note shall be non-interest bearing unless and until there is an event of default at which time interest shall accrue at 6%. The note and lien may be subordinated to bank financing or other funding sources as reasonably acceptable to the County.</p>	
<p><b>IDS REPAYMENT:</b></p>	<p>Repayable after 30 years or upon covenant violation. Units shall remain affordable for the term of the IDS loan.</p>	
<p><b>HOMEOWNER UNIT PURCHASE PRICES:</b></p>	<p>N/A</p>	
<p><b>HOMEOWNERSHIP OCCUPANCY REQUIREMENT:</b></p>	<p>N/A</p>	

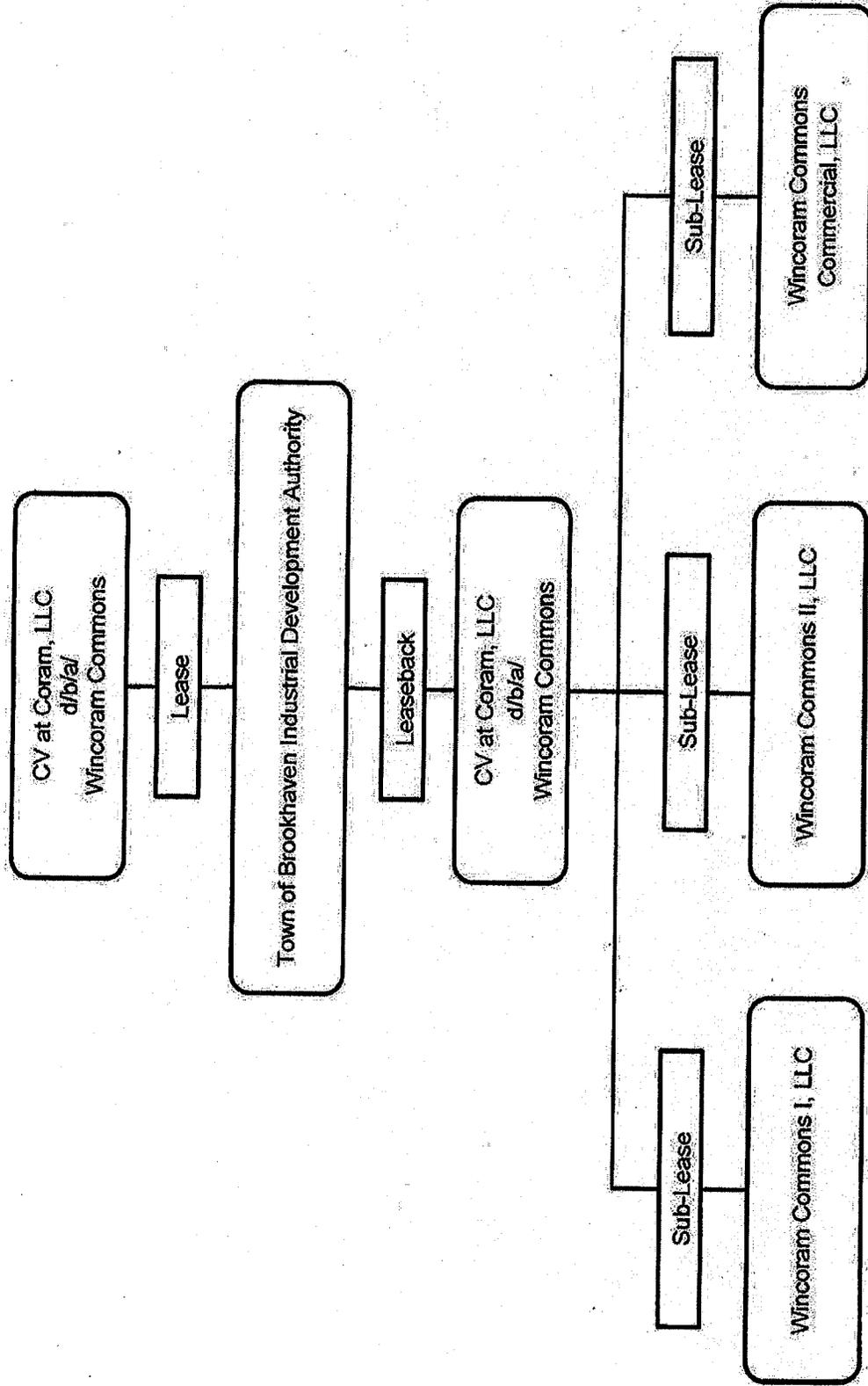
<p><b>INCOME ELIGIBILITY:</b></p>	<p>100% of the units will be affordable to households earning up to 60% HUD AMI.</p> <p>Rents are based on 2013 projections. Rents cannot exceed the fair market rents established by HUD.</p> <p>Covenants &amp; Restrictions shall be recorded evidencing same.</p> <p>See attached Rental Spreadsheet (with rents per unit type).</p>	<p>E</p>
<p><b>RENTER SELECTION PROCESS/MARKETING PLAN:</b></p>	<p>Conifer Management will market the development and to perform the applicant qualification process in accordance with County requirements and the Fair Housing Laws. The developer will provide the County with a copy of its Renter Selection Process and Marketing Plan.</p>	
<p><b>ANTICIPATED FUNDING SOURCES/FINANCIAL ASSISTANCE:</b></p>	<p>Suffolk County Infrastructure Funds: \$500,000</p> <p>NYS Homes and Community Renewal: Federal Low Income Housing Tax Credit Equity: \$6,235,606 (4%)</p> <p>NYS HCR State Low Income Housing Tax Credits (SLIHC) equity \$3,860,137</p> <p>Deferred Developer Fee: \$1,239,164</p> <p>NYS Housing Trust Fund (Homes for Working Families): \$1,200,000</p> <p>Tax-Exempt Bond Financing \$7,840,000</p> <p>These are the permanent sources. Sources &amp; Uses summary provided for a schedule of Construction Sources.</p>	

<p><b>PERMITTED ENCUMBRANCES:</b></p>	<p>A subordinated lien in favor of Suffolk County in the amount of the IDS to be repaid upon such terms as may be reasonably acceptable to the County and as shall be contained in a Mortgage and/or Easement to be executed between the parties.</p> <p>A lien in favor of NYS Housing Finance Agency permanent mortgagee.</p> <p>A lien in favor of NYS Housing Trust Fund as permanent mortgagee.</p> <p>A lien in favor of Empire State Development Corp. as permanent mortgagee.</p>	
<p><b>DEVELOPMENT TEAM MEMBERS:</b></p>	<p><u>Co- Developers:</u> Conifer, LLC; Community Development Corporation of Long Island, Inc.</p> <p><u>Property Manager:</u> Conifer Management, LLC</p> <p><u>Builder:</u> Conifer-LeChase Construction, LLC</p> <p><u>Attorney:</u> Susan Jennings, General Counsel, Conifer Realty, LLC</p> <p>Daniel Deegan, Forchelli, Curto, Deegan, Schwartz, Mineo &amp; Terrana, LLP</p> <p><u>Engineer:</u> L. K. McLean Associates, P.C.</p>	
<p><b>CONDITIONS OF CONTRACT EXECUTION/FUNDING/CLOSING:</b></p>	<ol style="list-style-type: none"> <li>1. Satisfactory evidence of financing sources</li> <li>2. Building permits and completion of construction, certificate of occupancy</li> <li>3. Payment and Performance Bond naming Suffolk County as Insured</li> <li>4. Suffolk County and municipal approvals, as applicable, including Health Department</li> <li>5. Execution of a Development Agreement and such other documents in connection therewith as the County may reasonably require.</li> <li>6. Ground lease of premises shall have been executed in favor of the Wincoram Commons I LLC.</li> <li>7. Completion of SEQRA</li> <li>8. Environmental review satisfactory to the County</li> <li>9. Such other conditions as the County may reasonably require and as shall be set forth in the Development Agreement.</li> </ol>	





# Wincoram Commons Site Control Chart



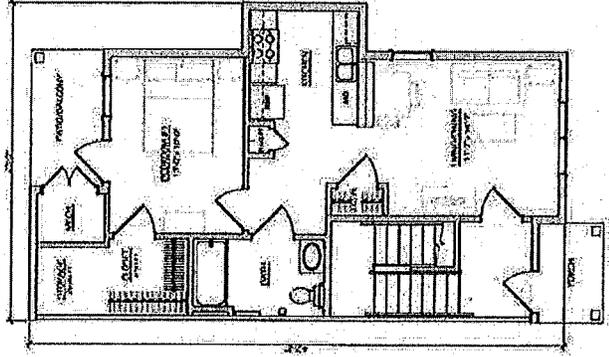


NO. 100	DATE	BY
NO. 100	DATE	BY
NO. 100	DATE	BY

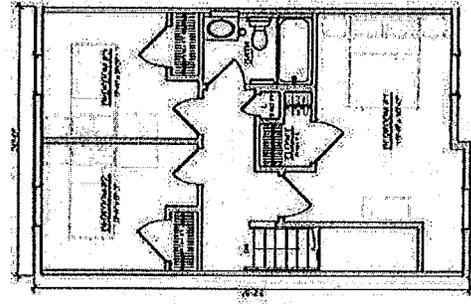
**WINCORAM COMMONS II**  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11727

**A1**  
 UNIT PLANS

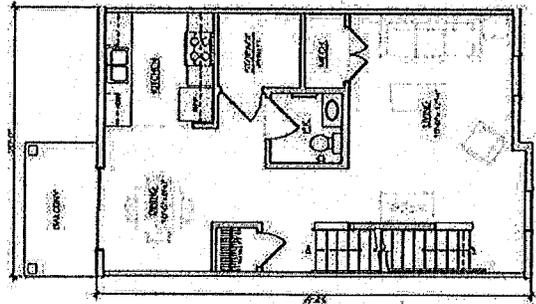
TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



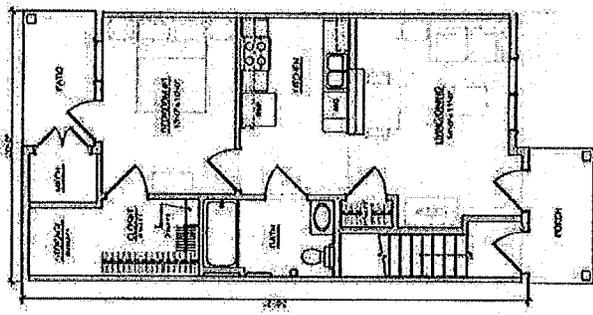
**4** UNIT C: TBR WALK-UP  
 32'-0" x 42'-0"



**3** UNIT B: SBR MULTI STORY (UPPER FLOOR)  
 32'-0" x 32'-0"



**2** UNIT B: SBR MULTI STORY (LOWER FLOOR)  
 32'-0" x 32'-0"



**1** UNIT A: 1BR FLAT  
 32'-0" x 32'-0"

AS PREPARED BY ARCHITECTS AND ENGINEERS, PROFESSIONAL SEAL AND LICENSE NO. 10136 AND 10137, RESPECTIVELY, FOR THE TOWN OF BROOKHAVEN, NY.



**Kitchen & Associates**  
 ARCHITECT  
 INTERIOR DESIGN  
 PROJECT MANAGEMENT  
 GENERAL CONTRACTOR

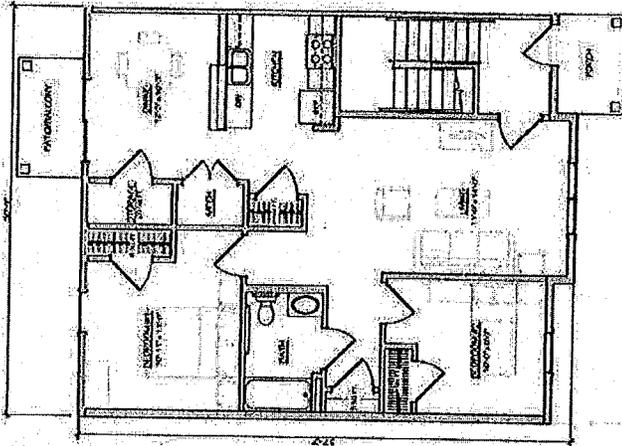


DATE	NOV 10 2010
BY	AD
PROJECT	WINCORAM COMMONS II
NO.	01
DESCRIPTION	UNIT F - 2BR WALK UP

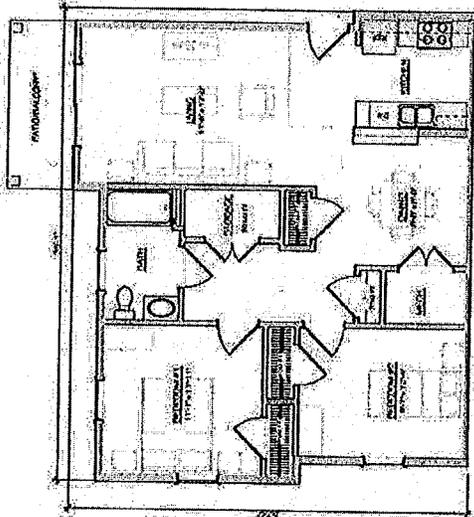
**WINCORAM COMMONS II**  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11727

**A2**  
 UNIT F PLAN

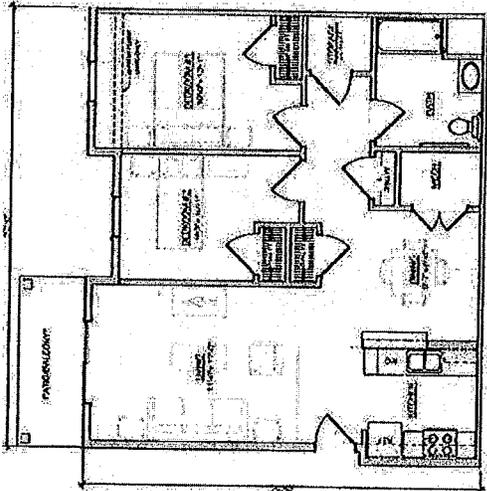
TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



**3** UNIT F - 2BR WALK UP  
 11/10/10



**2** UNIT D-1 - 2BR WALK UP (END CONDITION)  
 11/10/10



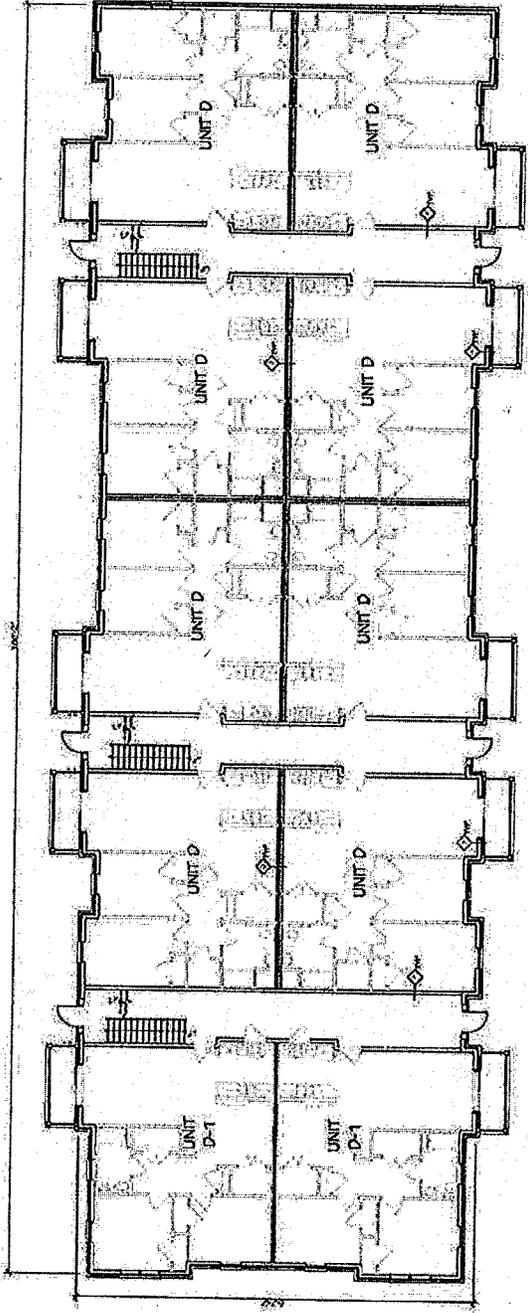
**1** UNIT D - 2BR WALK UP  
 11/10/10

PLEASE PRINT NAME AND TITLE OF ARCHITECT AND DATE OF PREPARATION OF THIS DOCUMENT. PRINT NAME AND TITLE OF ARCHITECT AND DATE OF PREPARATION OF THIS DOCUMENT.



DATE	NO.	BY

TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



1 BUILDING H FIRST FLOOR PLAN (SECOND + THIRD FLOOR PLAN SIMILAR)



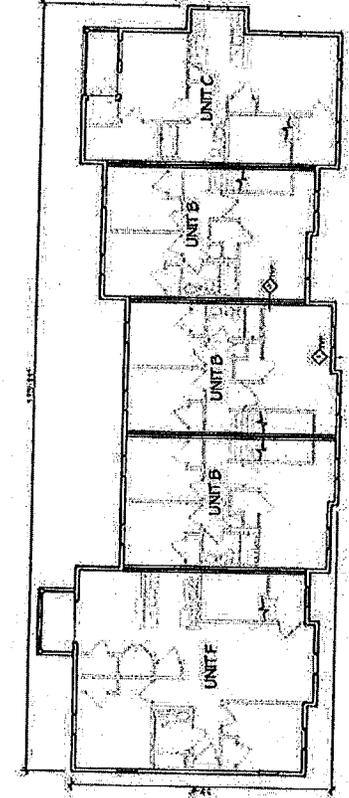
<p><b>EXTERIOR WALL - 1 HOUR RATED</b></p>	<p><b>INTERIOR WALL - 1 HOUR RATED</b></p>	<p><b>FLOOR / CEILING - 1 HOUR RATED</b></p>	<p><b>ROOF / CEILING - 1 HOUR RATED</b></p>	<p><b>DWELLING SEPARATION - 1 HOUR RATED</b></p>
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DATE	DESCRIPTION

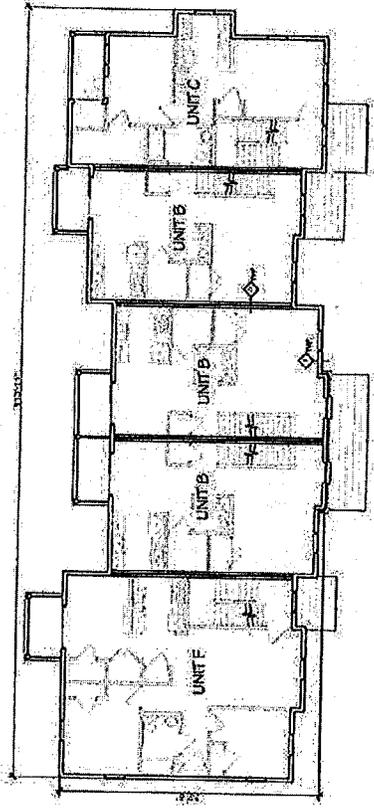
**WINCORAM COMMONS II**  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11727

**A4**  
 RISING 9th FLOOR PLAN

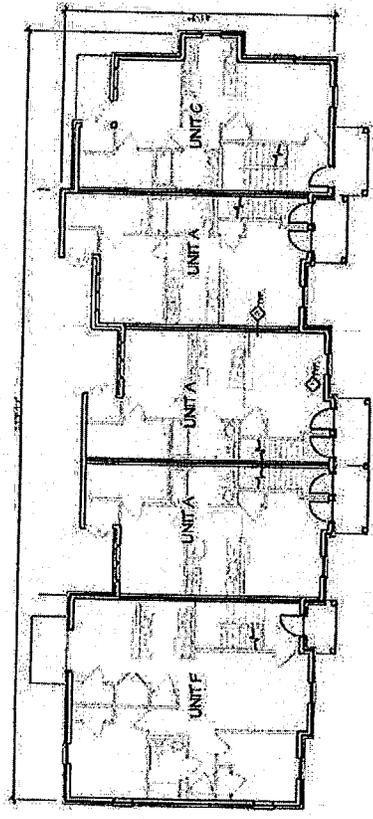
TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



**3 BUILDING W/L THIRD FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**2 BUILDING W/L SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



**1 BUILDING W/L FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



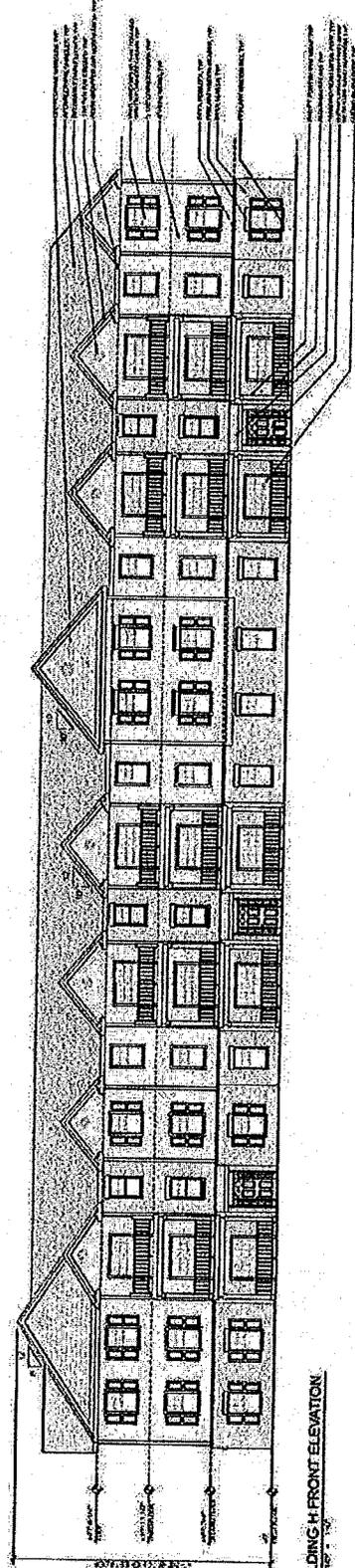


NO.	DATE	DESCRIPTION

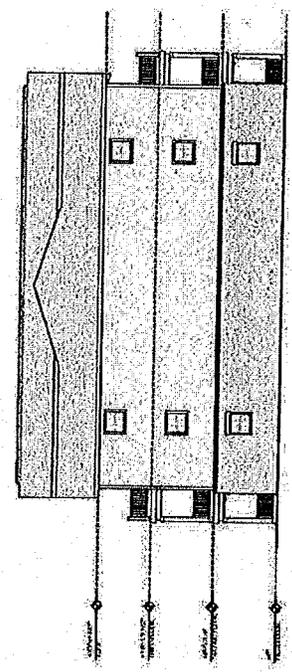
WINCORAM COMMONS II  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11727

A6  
 BUILDING ELEVATIONS

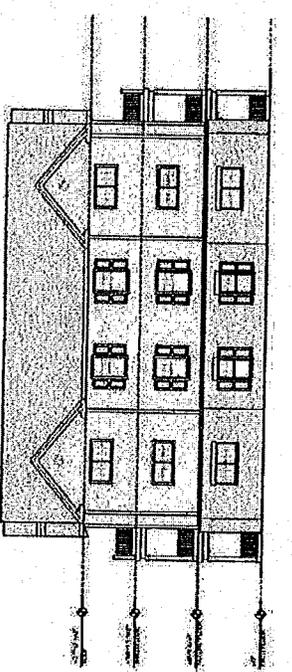
TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



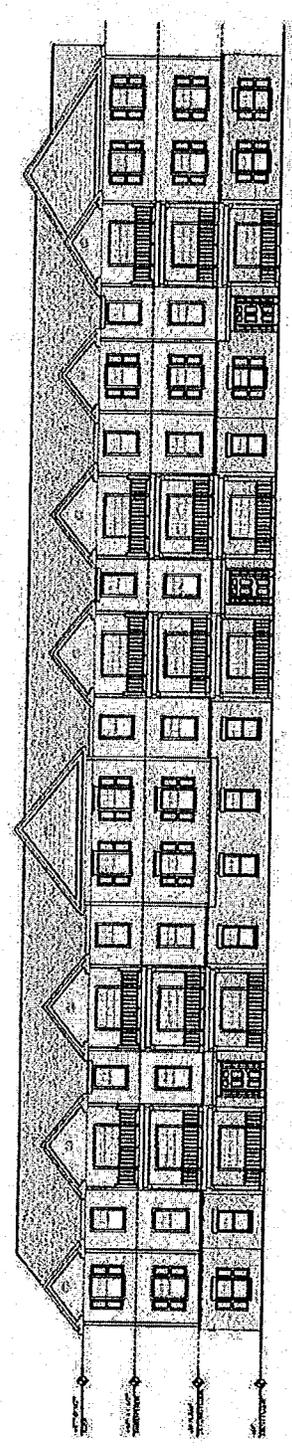
1 BUILDING FRONT ELEVATION  
 SCALE: 1/8" = 1'-0"



3 BUILDING RIGHT ELEVATION  
 SCALE: 1/8" = 1'-0"



2 BUILDING LEFT ELEVATION  
 SCALE: 1/8" = 1'-0"



4 BUILDING REAR ELEVATION  
 SCALE: 1/8" = 1'-0"

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL FINISHES TO BE AS SHOWN ON THE FINISH SCHEDULE.

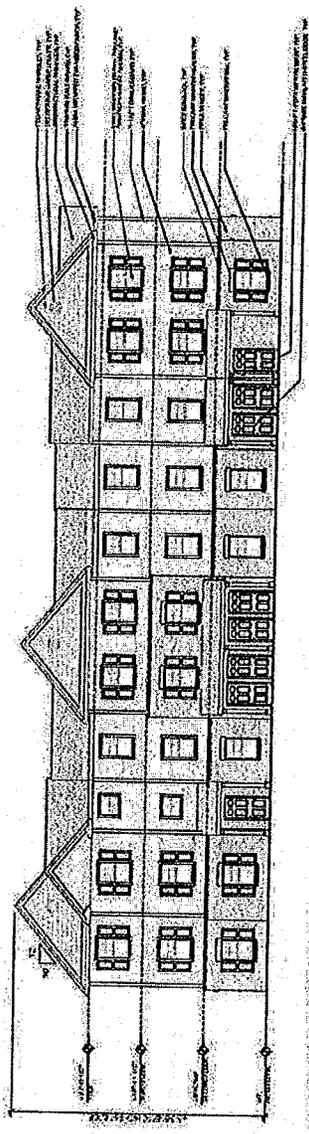


DATE	DESCRIPTION

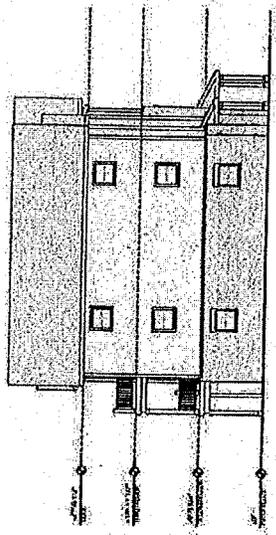
**WINCORAM COMMONS II**  
 ROUTE 112  
 TOWN OF BROOKHAVEN, NY 11722

A7  
 RESIDUAL  
 ELEVATIONS

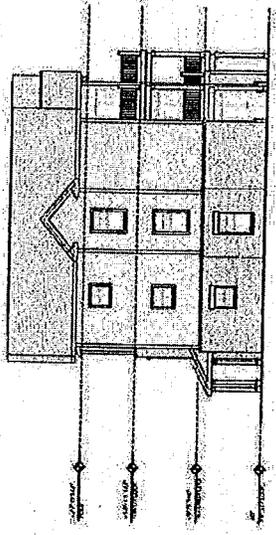
TAX CREDIT SUBMISSION - NOT FOR CONSTRUCTION



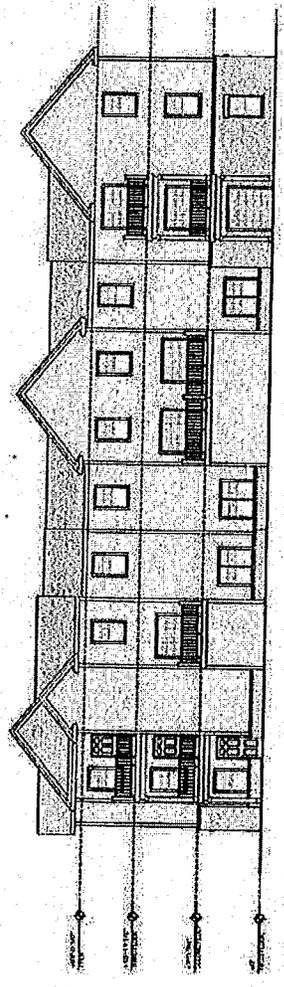
1 BUILDING MAIN FRONT ELEVATION  
 SCALE: 1/8" = 1'-0"



2 BUILDING MAIN LEFT ELEVATION  
 SCALE: 1/8" = 1'-0"



3 BUILDING MAIN RIGHT ELEVATION  
 SCALE: 1/8" = 1'-0"



4 BUILDING MAIN REAR ELEVATION  
 SCALE: 1/8" = 1'-0"

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL FINISHES TO BE AS SHOWN ON THE ARCHITECTURAL SPECIFICATIONS. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE TAX CREDIT SUBMISSION. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE TAX CREDIT SUBMISSION.





# EXHIBIT E TO DEVELOPMENT PLAN

Annual Income and Expense Projections  
 New York State Housing Finance Agency  
 HFA Form 5

**Projected Rent Schedule:**

Affordable Unit Types (Example: "1BR/1BA 60%"):	Number of Units	Monthly Contract Rent / Unit	Monthly Utilities Allowance/ Unit	Adjusted Monthly Rent / Unit	Adjusted Annual Rent / Type
1BR/BA 60%	26	\$1,154	\$33	\$1,121	\$349,752
2BR/1BA 60%	42	\$1,385	\$41	\$1,344	\$677,376
3BR/1.5BA 60%	10	\$1,601	\$52	\$1,549	\$185,880
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>Subtotal Affordable Units:</b>	<b>78</b>		<b>2,580</b>		<b>\$1,213,008</b>

Market-Rate Unit Types (Example: 1BR/1BA):	Number of Units:			Total Monthly/Rent/Unit	Annual Rent / Type
					\$0
					\$0
					\$0
<b>Subtotal Market-Rate Units:</b>	<b>0</b>				<b>\$0</b>

<b>Total All Units:</b>	<b>78</b>				<b>\$1,213,008</b>
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**Other Sources of Income**

Other Project Revenue (Describe):	Revenue Per Unit/Year		Monthly Other Project Revenue	Annual Other Project Revenue
Laundry	\$120			\$9,360
				\$0
				\$0
<b>Total Other Tenant Revenue</b>	<b>\$120</b>			<b>\$9,360</b>

Commercial Revenue (Describe):	\$/NSF per Year	Net Rentable Sq. Ft.		Monthly Commercial Revenue	Annual Commercial Revenue
					\$0
					\$0
					\$0
<b>Total Commercial Revenue</b>	<b>\$0</b>				<b>\$0</b>

Parking Revenue (Describe Tenants, Public...):	Spaces	Rent/Month/Sp ace	Sq. Ft.	Monthly Parking Revenue	Annual Parking Revenue
					\$0
					\$0
					\$0
<b>Total Parking Revenue</b>	<b>0</b>				<b>\$0</b>

# COUNTY OF SUFFOLK



Steven Bellone  
SUFFOLK COUNTY EXECUTIVE

Department of  
Economic Development and Planning

Joanne Minieri  
Deputy County Executive and Commissioner

Division of Real Property  
Acquisition and Management

August 29, 2013

Jon Schneider, Deputy County Executive  
H. Lee Dennison Bldg. – 12<sup>th</sup> Floor  
Hauppauge, New York 11788-0099

Re: Authorizing Funding of Infrastructure Improvements and Oversight of Real Property  
Under the Suffolk County Affordable Housing Opportunities Program (Wincoram  
Commons)

Dear Mr. Schneider:

Attached is the following Resolution, together with the back-up documentation, requested to be Laid on the Table at the September 12, 2013 meeting for consideration and vote at the October 8, 2013 meeting:

RESOLUTION NO. \_\_\_\_\_ -2013 AUTHORIZING FUNDING OF INFRASTRUCTURE  
IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER THE SUFFOLK COUNTY  
AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (Wincoram Commons).

Please note that the Development Agreement, referred to as Exhibit 3 in the Resolution, is not yet attached but will be submitted in substantially final form. The Resolution should not be delayed but should be Laid on the Table pending submission of the Development Agreement.

Thank you.

Very truly yours,

  
Jill Rosen-Nikoloff  
Director of Real Estate

## Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
CE Reso Review (e-copy)

1805

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

Laid on Table 9/12/13

**RESOLUTION NO. -2013, AMENDING THE 2013  
CAPITAL BUDGET AND PROGRAM AND  
APPROPRIATING FUNDS IN CONNECTION WITH  
JUMPSTART SUFFOLK (CP 6424)**

**WHEREAS**, the County of Suffolk has established a dedicated Capital Project for the purpose of funding economic development projects which encourage economic growth; and

**WHEREAS**, Jumpstart Suffolk has been designated to encourage, foster and enhance the planning, development and or new construction of regionally significant, vibrant mixed-use transit-oriented development in and around downtowns, light industrial and commercial areas adjacent to downtowns or transit; and

**WHEREAS**, the Commissioner of Economic Development and Planning has requested that these funds for the Jumpstart Suffolk Program be appropriated and awarded; and

**WHEREAS**, sufficient funds are included in the 2013 Capital Budget and Program to cover the costs of said request under Capital Program 6424; and

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

**WHEREAS**, Wyandanch Rising is a comprehensive, community-based revitalization initiative transforming the most economically distressed community on Long Island into a model for sustainability, community and economic revival, social and environmental justice, planning, design and public-private collaboration; and

**WHEREAS**, since 2002, the Town of Babylon and the residents of Wyandanch have worked to develop a conceptual plan for a transit oriented-mixed use development that is centered around the LIRR train station and the Straight Path Corridor, the heart of this community's downtown and neighborhood.

**WHEREAS**, the county wishes to assist the Town of Babylon through the funding of a new roadway network, new public space near the train station and supportive infrastructure elements, joining the support demonstrated by New York State, the federal government and the Long Island Regional Economic Development Council which has named Wyandanch Rising a "Transformative/Priority Project" of "Regionally Significant Project"; and

**WHEREAS**, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$2,500,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup>** **RESOLVED**, the County wishes to fund the economic development projects that encourage job creation, foster and enhance the planning, development or new construction of regionally significant, vibrant mixed-use transit-oriented development in and around downtowns or light industrial and commercial areas adjacent to downtowns or transit, with long-term economic impact; and be it further

2<sup>nd</sup> **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-five (65) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

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

Project No. 6424  
Project Title: Jumpstart Suffolk

	<u>Total Estimated Cost</u>	<u>Current 2013 Capital Program and Budget</u>	<u>Revised 2013 Capital Program and Budget</u>
1. Planning	\$ 0	\$2,500,000B	\$ 0
3. Construction	\$ <u>2,500,000</u>	\$ <u>0</u>	\$ <u>2,500,000B</u>
TOTAL	\$ 2,500,000	\$2,500,000	\$ 2,500,000

and be it further

4<sup>th</sup> **RESOLVED**, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the Wyandanch Rising Project through the Town of Babylon is awarded and, accordingly authorizes the funding of this project thereof in the amount of up to Two Million Five Hundred Thousand Dollars; and be it further

5<sup>th</sup> **RESOLVED**, that pursuant to Resolution No. 347-2009, the Town Board of the Town of Babylon, as lead agency, issued a SEQRA negative declaration which completed the environmental review; and further, the negative declaration issued by the Town Board of the Town of Babylon is binding on the County, as an involved agency, pursuant to Title 6 of New York Codes, Rules and Regulations (NYCRR) 617.6(b)(3)(iii) and therefore, SEQRA is complete; and be it further

6<sup>th</sup> **RESOLVED**, that the proceeds of the \$2,500,000 in Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-6424.310 (Fund 001 Debt Service)	35	Jumpstart Suffolk	\$2,500,000

DATED:

APPROVED BY:

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

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.        -2013,        AMENDING THE 2013 CAPITAL        BUDGET        AND        PROGRAM        AND APPROPRIATING FUNDS IN CONNECTION WITH JUMPSTART SUFFOLK (CP 6424)</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?        Yes <u>  X  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?        (circle appropriate category)		
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">County</span>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
Suffolk County Serial Bonds		
9. Timing of Impact		
2014		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas E Paglia Jr. Assistant Executive Analyst		September 10, 2013

SCIN FORM 175b (10/95)

**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
<b>TOTAL</b>	<b>\$542,773</b>	<b>\$1.05</b>	<b>\$0.002</b>

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$542,773</b>	<b>\$1.05</b>	<b>\$0.002</b>

**NOTES:**

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

**Suffolk County**  
**General Obligation Serial Bonds**  
**Level Debt**

Term of Bonds: 5  
Amount to Bond: \$2,500,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2013					
11/1/2014	2.000%	\$472,772.97	\$70,000.00	\$542,772.97	\$542,772.97
			\$28,381.18	\$28,381.18	
11/1/2015	3.000%	\$486,010.61	\$28,381.18	\$514,391.79	\$542,772.97
			\$21,577.03	\$21,577.03	
11/1/2016	3.000%	\$499,618.91	\$21,577.03	\$521,195.94	\$542,772.97
			\$14,582.37	\$14,582.37	
11/1/2017	3.000%	\$513,608.24	\$14,582.37	\$528,190.60	\$542,772.97
			\$7,391.85	\$7,391.85	
11/1/2018	3.000%	\$527,989.27	\$7,391.85	\$535,381.12	\$542,772.97
11/1/2019		\$2,500,000.00	\$213,864.85	\$2,713,864.85	\$2,713,864.85
11/1/2020					
11/1/2021					
11/1/2022					
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					

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

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

Submitting Department (Dept. Name & Location):	Department Contact Person (Name & Phone No.):
Department of Economic Development and Planning H. Lee Dennison Bldg. – 11th Floor Hauppauge	Carolyn E. Fahey Intergovernmental Relations Coordinator (631) 853-4833

Suggestion Involves:

Technical Amendment \_\_\_\_\_      New Program   X    
Grant Award \_\_\_\_\_      Contract: New \_\_\_\_\_ Rev. \_\_\_\_\_

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

**AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS  
IN CONNECTION WITH JUMPSTART SUFFOLK (CP 6424)**

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

**COUNTY OF SUFFOLK**



**OFFICE OF THE COUNTY EXECUTIVE**

**Steven Bellone**  
SUFFOLK COUNTY EXECUTIVE

**Joanne Minieri**  
Deputy County Executive and Commissioner

**Department of**  
**Economic Development and Planning**

**MEMORANDUM**

**TO:** Jon Schneider, Deputy County Executive  
Office of the County Executive

**FROM :** Carolyn E. Fahey, Intergovernmental Relations Coordinator  
Department of Economic Development & Planning

**DATE:** September 4, 2013

**SUBJECT:** RESOLUTION AMENDING THE 2013 CAPITAL BUDGET AND  
PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH  
JUMPSTART SUFFOLK (CP-6424)

\*\*\*\*\*  
The Department of Economic Development and Planning requests the submittal of the attached resolution which amends the 2013 Capital Budget and appropriates funds in CP-6424 Jumpstart Suffolk.

Attached please find the draft resolution, Memorandum of Support and the SCIN 175a and 175b forms. Electronic copies have been filed as required.

Thank you.

CEF/js

**cc:** Dennis M. Cohen, Chief Deputy County Executive  
Joanne Minieri, Deputy County Executive/Commissioner  
Vanessa Pugh, Deputy Commissioner  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intergovernmental Relations  
Neil Tomb, Intergovernmental Relations Coordinator

Office of Film and Cultural Affairs

**2013 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT  
JUMPSTART SUFFOLK**

**TITLE OF BILL:**

**AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS  
IN CONNECTION WITH JUMPSTART SUFFOLK (CP 6424)**

**PURPOSE OR GENERAL IDEA OF BILL:**

To fund economic development projects that encourage job creation, foster and enhance the planning, development or new construction of regionally significant vibrant mixed-use transit-oriented developments in and around downtowns or light industrial and commercial areas adjacent to downtowns or transit, with long-term economic impact.

**SUMMARY OF SPECIFIC PROVISIONS:**

The funding of \$2,500,000 is awarded to the Town of Babylon for the Wyandanch Rising Project.

**JUSTIFICATION:**

Municipalities face many challenges associated with the planning, design and implementation of economic development projects. This program is intended to assist municipalities in their efforts to facilitate regionally significant economic development projects that result in long-term positive economic impact for Suffolk County.

**FISCAL IMPLICATIONS:**

CP-6424.310

**RESOLUTION NO. 347 MAY 22, 2009  
TOWN BOARD ENVIRONMENTAL DETERMINATION  
ENVIRONMENTAL FINDINGS FOR THE WYANDANCH DOWNTOWN  
REVITALIZATION PLAN/URBAN RENEWAL PLAN FOR WYANDANCH**

The following resolution was offered by Councilwoman Gordon  
and seconded by Councilman Martinez:

WHEREAS, the Town Board of the Town of Babylon has prepared the Final Wyandanch Downtown Revitalization Plan/Final Urban Renewal Plan for Wyandanch (hereafter The Plan) which was the subject of a Draft Generic Environmental Impact Statement (DGEIS), and a Final Generic Environmental Impact Statement (FGEIS); and

WHEREAS, the Town Board of the Town of Babylon accepted the DGEIS for The Plan on April 8, 2009, and the FGEIS for The Plan on May 11, 2009; and

WHEREAS, the proposed Action was the subject of a comprehensive, exhaustive Generic Environmental Impact Statement review that not only analyzed the site specific impacts of the project, but also secondary long term impacts of The Plan; and

WHEREAS, the Lead Agency adequately addressed all of the relevant public and agency comments raised on the DEIS, and FGEIS, in accordance with SEQRA; and

WHEREAS, the Town Board of the Town of Babylon, as Lead Agency, has determined that the environmental analysis prepared in the DGEIS, FGEIS will provide sufficient information to make a reasoned decision on The Plan that is consistent with the requirements of Section 617.11 State Environmental Quality Review (SEQR); and

WHEREAS, potential adverse environmental impacts are minimized or avoided by the proposed Action to the greatest extent practicable as determined by the Lead Agency, the Town Board of the Town of Babylon; and

WHEREAS, the Town Board of the Town of Babylon, as Lead Agency, has carefully considered the proposed Action analyzed in the relevant GEIS review in accordance with the requirements of SEQRA and TOBEQRA and determined the following:

**See Findings Exhibit "A" Environmental Addendum for the Wyandanch Downtown Revitalization Plan/Urban Renewal Plan/New York State Brownfield Opportunity Area (BOA) Step II Nominations for Wyandanch**

; and

WHEREAS, the Town Board of the Town of Babylon, as Lead Agency for The Plan, in accordance with Section 617.11 SEQRA Decision Making and Findings Requirements, has afforded all involved and interested agencies, interested organizations, and the public a reasonable time period, which is required by the SEQRA regulations, to consider the FGEIS before issuing this written findings statement; and

WHEREAS, the Town Board of the Town of Babylon, as Lead Agency for The Plan, has considered the relevant environmental impacts, facts, and conclusions disclosed in the FGEIS; and

WHEREAS, in accordance with Section 617.11(d) SEQR, the Town Board of the Town of Babylon, as Lead Agency for The Plan, has weighed and balanced relevant environmental impacts with social, economic and other considerations; and

WHEREAS, in accordance with Section 617.11(d) SEQR, the Town Board of the Town of Babylon, as Lead Agency for The Plan, has provided a rationale for its decision and hereby certifies that the requirements of the SEQRA have been met, and further certifies that, consistent with social, economic, and other essential considerations from among the reasonable alternatives available, the proposed Action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that adverse environmental

impacts will be avoided or minimized to the maximum extent practicable by incorporating, as conditions to the decision, those mitigative measures that were identified as practicable,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Babylon, as Lead Agency, hereby adopts Environmental Findings for The Plan, as the Action consistent with the requirements of 617.11 SEQR, as analyzed in the relevant DGEIS and FGEIS, in accordance with the State Environmental Quality Review Act (SEQRA).

VOTES: 4    YEAS: 4    NAYS: 0

The resolution was thereupon declared duly adopted.

1806

Intro. Res. No. -2013

Laid on Table 9/12/2013

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2013, AMENDING THE 2013  
OPERATING BUDGET TO TRANSFER FUNDS FROM FUND  
404 ASSESSMENT STABILIZATION RESERVE AND  
APPROPRIATING FUNDS IN CONNECTION WITH THE  
SEWER INFRASTRUCTURE PROGRAM**

**WHEREAS**, in 2011, the Suffolk County Legislature adopted Local Law 44-2011, "A CHARTER LAW UTILIZING ASSESSMENT STABILIZATION RESERVE SURPLUSES TO ENHANCE SEWER CAPACITY AND PROVIDE TAX RELIEF" and

**WHEREAS**, Fund 404 is the Fund wherein the Assessment Stabilization Reserve Fund is maintained, and

**WHEREAS**, there are sufficient funds within the Assessment Stabilization Reserve Fund for the implementation of the purposes of Local Law 44-2011, and

**WHEREAS**, the Suffolk County Sewer Infrastructure Committee ("Committee") was established pursuant to Local Law 44-2011, and

**WHEREAS**, the Committee developed a merit-based scoring system which includes points for leveraging of non-County funds and further smart growth development, pursuant to Local Law 44-2011; and

**WHEREAS**, the Committee has solicited applications requesting funding through the Suffolk County Sewer Infrastructure Fund Program; and

**WHEREAS**, the Committee evaluated the applications it received and ranked the submitted projects according to the established merit-based ranking system; and

**WHEREAS**, as a result of the Committee's systematic, detailed, and objective review and analysis, it has recommended that the projects referenced on the attached Exhibit "A" be submitted for approval; and

**WHEREAS**, there are sufficient available funds within Fund 404 to support the appropriation of the recommended projects in Exhibit "A"; now, therefore be it

**1st RESOLVED**, that sufficient funds exist within the Fund 404 Assessment Stabilization Reserve Fund Balance to support the projects as described on Exhibit "A"; and be it further

**2nd RESOLVED**, that the Adopted 2013 Operating Budget be and hereby is amended to include Fund 406 – Sewer Infrastructure Program Fund as a multi-year ("9999") non-lapsing fund; and be it further

**3rd RESOLVED**, that the Adopted 2013 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 404 Assessment Stabilization 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	404	E406	9600	Transfer to Fund 406	\$19,940,000

and be it further

**4<sup>th</sup> RESOLVED**, that the interfund revenues be and hereby are transferred and accepted in the Fund 406 Sewer Infrastructure Program Fund as follows:

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT	406	R404	E406	Transfer from Assessment Stabilization Reserve Fund	\$19,940,000

and be it further

**5<sup>th</sup> RESOLVED**, that the 2013 County Operating Budget be and hereby is amended as follows:

FUND	AGENCY	UNIT	OBJ	ACTIVITY CODE	TITLE	AMOUNT
406	MSC	6421	4980	JQQ1	Town of Riverhead - Sewer Grant	\$8,091,000
406	MSC	6421	4980	JQR1	Town of Babylon - Sewer Grant	\$1,000,000
406	MSC	6421	4980	JQS1	Village of Patchogue - Sewer Grant	\$578,000
406	MSC	6421	4980	JQT1	Village of Northport – Sewer Grant	\$3,184,000

and be it further

6<sup>th</sup> **RESOLVED**, that a portion of the Fund 406 Sewer Infrastructure Program Fund be and hereby is reserved as follows:

ACTIVITY	AMOUNT
Town of Riverhead - Sewer Loan	\$4,057,000
Village of Northport – Sewer Loan	\$3,030,000

and be it further

7<sup>th</sup> **RESOLVED**, that related revenues received as interest paid and any administrative fees charged debt service for the above noted loans shall be accepted as follows:

<u>Agency</u>	<u>Fund</u>	<u>Revenue Source</u>	<u>Amount</u>
MSC	406	2404 - Interest & Earnings Other Govts	Unavailable until loan agreements executed

and be it further

8<sup>th</sup> **RESOLVED**, that the County Executive is hereby authorized, directed and empowered to enter into such agreements, subject to the approval of the County Attorney, to give effect to the program presented to the members of the Legislature at this meeting by this Resolution; and be it further

8<sup>th</sup> **RESOLVED**, the execution and delivery on behalf of and in the name of the County by the County Executive, and/or his designee(s), such agreements, instruments and/or authorizations as may be contemplated by, or necessary or advisable to, consummate or otherwise give full effect to the transactions contemplated by this Resolution is hereby authorized and directed as the County Executive, and/or his designee(s), deem necessary, and the execution and delivery of such agreements, instruments and/or authorizations shall be conclusive evidence of the approval, the authorization and the direction thereof by this Legislature; and be it further

9<sup>th</sup> **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Section 617.5 (c) (18), (20), (21), and (27) of Title 6 of the NYCRR and within the meaning of Section 8-0109 (2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, 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:

# EXHIBIT A

## Sewer RFP - Allocation

\$ in 000s

Applicant	Application Score <small>(note 1)</small>	Applicant Funds			Requested County Funds		Total Funds	Leverage % <small>[H] = [A] / [G]</small>	Award
		Leveraged Funds [A]	Unfunded [B]	Total Applicant <small>(C) = (A) + (B)</small>	Loan Request [D]	Grant Request [E]			
Town of Riverhead	85	12,148	0	12,148	0	12,148	50%	8,091 4,057	
Town of Babylon	77	14,604	0	14,604	0	14,604	94%	13,008	
Village of Patchogue	66	1,800	0	1,800	0	1,800	76%	578	
Village of Northport	53	3,349	0	3,349	0	3,349	35%	3,184 3,030	
<b>Total</b>		<b>31,900</b>	<b>0</b>	<b>31,900</b>	<b>0</b>	<b>19,939</b>		<b>12,853</b> <b>7,087</b>	

**Notes:**

Note 1: Applicants listed by Application Score rank

Note 2: Grant award of 1/3 of total project cost if >= \$1M

Note 3: Loan amounts are the balance of total county request minus county grant funds

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation		
<b>AMENDING THE 2013 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 404 ASSESSMENT STABILIZATION RESERVE AND APPROPRIATING FUNDS IN CONNECTION WITH THE SEWER INFRASTRUCTURE PROGRAM</b>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>  X  </u> No <u>      </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	<b>Other (Specify): Fund 404</b>
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
LOCAL LAW 44-2011 PROVIDES THAT A CERTAIN PORTION OF THE ASSESSMENT STABILIZATION RESERVE FUND BALANCE IS TO BE USED FOR PROJECTS LOCATED OUTSIDE THE BOUNDARIES OF COUNTY SEWER DISTRICTS. THE RESOLUTION TRANSFERS THOSE FUNDS TO A NEWLY ESTABLISHED FUND AND AUTHORIZES THE AWARD OF FUNDS TO CERTAIN PROJECTS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
FUND 404 – ASSESSMENT STABILIZATION RESERVE FUND		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Colleen Capece Special Projects Coordinator	<i>Colleen Capece</i>	September 9, 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
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

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

**NOTES:**

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

Intro. Res. No. 1807-13

Laid on the Table 9/12/13

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

**RESOLUTION NO. -2013, AMENDING THE 2013 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY**

**WHEREAS**, the Ways and Means Committee has approved a settlement for a negligence action against the County arising out of a bus accident for the amount of Two Hundred Twenty Three Thousand (\$223,000) Dollars; and

**WHEREAS**, the above settlement is a mandated expense that must be paid by the County; and

**WHEREAS**, sufficient funds to satisfy lawsuits, orders, judgments and settlements are not available in the 2013 Operating Budget; and

**WHEREAS**, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Two Hundred Twenty Three Thousand (\$223,000) Dollars in Suffolk County Serial Bonds to cover the cost of the above referenced settlement; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the settlement for the total sum of Two Hundred Twenty Three Thousand (\$223,000) Dollars be bonded and paid under the authority of the Office of Risk Management, County Department of Law, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

**2<sup>nd</sup> RESOLVED**, that the proceeds of Two Hundred Twenty Three Thousand (\$223,000) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

<b>REVENUES:</b>		
038-2780 Proceeds: Debt		\$223,000
<b>APPROPRIATIONS:</b>		
	Miscellaneous Bus Liability Insurance 038-MS-1916 Mandated	
8505 – Settlements		\$223,000

**DATED:**

**APPROVED BY:**

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

Date of Approval:

COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DENNIS M. BROWN  
COUNTY ATTORNEY

DEPARTMENT OF LAW  
DIVISION OF RISK MANAGEMENT

TO: Jon Schneider  
Deputy County Executive

FROM: Dennis M. Brown *(DMB)*  
County Attorney

DATE: September 10, 2013

RE: Bond Resolution

Enclosed you will find a draft of a resolution for bonding \$223,000 for the settlement of a bus liability case. The settlement was approved by the Ways and Means committee. Payment must be made within 90 days of receipt closing papers. This memo is to request the processing of the resolution.

Should you require any additional information, please do not hesitate to contact me.

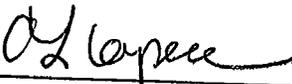
Cc: Tom Vaughn  
Lisa Santeramo

LOCATION:  
H. LEE DENNISON BLDG. - 7<sup>TH</sup> FLOOR  
VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS:  
P.O. BOX 6100  
HAUPPAUGE, NY 11788-0099

Liability (631) 853-4700  
Risk Mgmt. & Liability Fax (631) 853-4956  
Workers Compensation Fax (631) 853-4789

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

1. Type of Legislation		
Resolution <u>  X  </u>	Local Law _____	Charter Law _____
2. Title of Proposed Legislation		
<b>AMENDING THE 2013 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY</b>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>  X  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS SETTLEMENT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2013 or 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Colleen Capece Special Project Coordinator		September 11, 2013

SCIN FORM 175b (10/95)

**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
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

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

**NOTES:**

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

Suffolk County

General Obligation Serial Bonds  
Level Debt

Term of Bonds: 20  
Amount to Bond: \$223,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
6/1/2014					
6/1/2015	3.250%	\$8,075.43	\$7,287.32	\$15,362.75	\$15,362.75
6/1/2016	3.250%	\$8,339.33	\$3,511.71	\$3,511.71	\$15,362.75
6/1/2017	3.250%	\$8,611.84	\$3,375.46	\$3,375.46	\$15,362.75
6/1/2018	3.250%	\$8,893.27	\$3,234.74	\$3,234.74	\$15,362.75
6/1/2019	3.250%	\$9,183.88	\$3,089.43	\$3,089.43	\$15,362.75
6/1/2020	3.250%	\$9,484.00	\$2,939.38	\$2,939.38	\$15,362.75
6/1/2021	3.250%	\$9,793.92	\$2,784.41	\$2,784.41	\$15,362.75
6/1/2022	3.250%	\$10,113.98	\$2,624.39	\$2,624.39	\$15,362.75
6/1/2023	3.250%	\$10,444.49	\$2,459.13	\$2,459.13	\$15,362.75
6/1/2024	3.250%	\$10,785.80	\$2,288.48	\$2,288.48	\$15,362.75
6/1/2025	3.250%	\$11,138.26	\$2,112.25	\$2,112.25	\$15,362.75
6/1/2026	3.250%	\$11,502.24	\$1,930.25	\$1,930.25	\$15,362.75
6/1/2027	3.250%	\$11,878.12	\$1,742.32	\$1,742.32	\$15,362.75
6/1/2028	3.500%	\$12,266.28	\$1,548.24	\$1,548.24	\$15,362.75
6/1/2029	3.500%	\$12,667.13	\$1,347.81	\$1,347.81	\$15,362.75
6/1/2030	3.500%	\$13,081.07	\$1,140.84	\$1,140.84	\$15,362.75
6/1/2031	4.000%	\$13,508.54	\$927.11	\$927.11	\$15,362.75
6/1/2032	4.000%	\$13,949.98	\$706.39	\$706.39	\$15,362.75
5/31/2033	4.000%	\$14,405.84	\$478.45	\$478.45	\$15,362.75
6/1/2034	4.000%	\$14,876.61	\$243.07	\$243.07	\$15,362.75
		\$223,000.00	\$84,255.06	\$307,255.06	\$307,255.06

UPDATED VERSION AS OF 9/12/13 5:30 P.M.

Intro. Res. No. 1810-2013  
Introduced by Legislator Schneiderman

Laid on Table 9/12/2013

**RESOLUTION NO.                   -2013, DIRECTING THE DIVISION  
OF VECTOR CONTROL TO DEVELOP AND MAINTAIN PLANS  
TO REDUCE TICK-BORNE ILLNESSES**

**WHEREAS**, the County of Suffolk is charged with protecting the health, safety and welfare of its residents; and

**WHEREAS**, the County established a Division of Vector Control within the Department of Public Works to prevent both mosquito- and tick-borne illnesses; and

**WHEREAS**, while both mosquito- and tick-borne illnesses are serious health concerns, Lyme's disease, a tick-borne illness, is the most widespread vector-borne disease in the United States; and

**WHEREAS**, the Center for Disease Control estimates that approximately 300,000 Americans are diagnosed with Lyme's disease each year, with the highest number of incidences occurring in the Northeast; and

**WHEREAS**, an individual is 300 times more likely to contract Lyme's disease than mosquito-borne West Nile Virus; and

**WHEREAS**, the Division of Vector Control is required to file a yearly plan subject to legislative approval which outlines the work it intends to carry out in the upcoming year and the methods to be used to conduct same; and

**WHEREAS**, previous annual plans put forth by the Division of Vector Control and the County's Long Term Vector Control Plan do not address means to reduce tick-borne illnesses; and

**WHEREAS**, the Division of Vector Control should regularly develop plans to aid in the reduction of tick-borne illnesses in Suffolk County to protect the health and welfare of all County residents; now, therefore be it

**1st           RESOLVED**, that the Department of Public Works Division of Vector Control shall include in its yearly Vector Control Plan a section which details the steps being taken to reduce the incidence of tick-borne illnesses in Suffolk County; and be it further

**2nd           RESOLVED**, that the section of the yearly plan shall detail the work to be done by the Division, the methods they intend to employ, a general description of the land the Department anticipates must be entered upon in order to carry out these responsibilities and include the methodologies used to assess the effectiveness of the program over time in reducing tick-borne illnesses; and be it further

**3rd           RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of 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:

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County Executive of Suffolk County

Date:

Intro. Res. No. 1812 -2013  
Introduced by Presiding Officer on request of County Executive

Laid on Table 9/12/13

**RESOLUTION NO. -2013, AUTHORIZING THE SALE OF THE H. LEE DENNISON BUILDING TO THE SUFFOLK COUNTY JUDICIAL FACILITIES AGENCY (JFA), AND THE LEASE BACK OF THE H. LEE DENNISON BUILDING FROM THE JFA**

**WHEREAS**, the approved 2013 operating budget included revenue generated for the sale leaseback of County buildings; and

**WHEREAS**, the sale leaseback of the H. Lee Dennison building is anticipated to generate \$70 million in revenue to be utilized by the County to meet expenses approved in the 2013 operating budget; and

**WHEREAS**, the sale and lease back of the H. Lee Dennison Building (Building) provides a significant source of revenue to the County; and

**WHEREAS**, the JFA was created by the State of New York by the adoption of Article 8, Title 16 of the New York Public Authorities Law, to own, operate, finance, lease and otherwise manage certain governmental properties in Suffolk County, notwithstanding the requirements of Section 215 of the New York County Law, or any other law, without competitive bidding and without a mandatory or permissive referendum; and

**WHEREAS**, in performance of its role as a public authority, the JFA assisted the County in its development and financing of the Cohalan Court Complex in Central Islip, and the new expanded correctional facility in Yaphank; and

**WHEREAS**, the New York State legislature has recently passed an amendment to Article 8, Title 16 of the New York Public Authorities Law to permit the JFA to assist the County by purchasing the Building and leasing it back to the County, which amendment is subject to signature by the governor; and

**WHEREAS**, such recent amendment authorizes the JFA to issue bonds not to exceed Seventy Million (\$70,000,000.00) Dollars for the purchase of the Building; and

**WHEREAS**, it is proposed that the County sell the Building to the JFA and that the County lease back the Building from the JFA at the cost forth in the purchase agreement and the lease; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the County Executive is hereby authorized, directed and empowered to enter into such agreements, subject to the approval of the County Attorney, to give effect to the sale, purchase and lease-back arrangement presented to the members of the Legislature at this meeting by this Resolution; and be it further

**2<sup>nd</sup> RESOLVED**, the execution and delivery on behalf of and in the name of the County by the County Executive and/or his designee(s) such agreements, instruments and/or authorizations as may be contemplated by, or necessary or advisable to, consummate or otherwise give full effect to the transactions contemplated by this Resolution is hereby

authorized and directed as the County Executive and/or his designee(s) deems necessary, and the execution and delivery of such agreements, instruments and/or authorizations shall be conclusive evidence of the approval, the authorization and the direction thereof by this Legislature; and be it further

**3<sup>rd</sup> RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action pursuant to Title 6 NYCRR Section 617.5(c) (20) and (27) since it constitutes a local legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. As a Type II action, the Legislature has no further responsibilities under SEQRA.

Dated:

APPROVED BY:

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

Date:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>AUTHORIZING THE SALE OF THE H. LEE DENNISON BUILDING TO THE SUFFOLK COUNTY JUDICIAL FACILITIES AGENCY (JFA), AND THE LEASE BACK OF THE H. LEE DENNISON BUILDING FROM THE JFA</b>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  X  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THE ANNUAL LEASE PAYMENT IS PRESENTLY ESTIMATED TO BE \$4.8 MILLION WITH A 20 YEAR LEASE TERM.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ITEM #6 ABOVE.		
8. Proposed Source of Funding		
ANNUAL OPERATING BUDGET		
9. Timing of Impact		
IT IS ANTICIPATED THAT THE LEASE TERM WILL COMMENCE NOVEMBER 2013 AND THE FIRST LEASE PAYMENT WILL BE DUE IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Colleen Capece Special Projects Coordinator		September 12, 2013

SCIN FORM 175b (10/95)

**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
<b>TOTAL</b>	<b>\$4,800,000</b>	<b>\$9.28</b>	<b>\$0.019</b>

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
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**NOTES:**

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