

Intro. Res. No. 2089-13

Laid on Table

12/3/13

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2013, AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SUFFOLK COUNTY LIVING WAGE CONTINGENCY FUND FOR LAZY COW, INC. DBA KIDDIE CARE EARLY LEARNING CENTER, THE COMMUNITY PROGRAMS CENTER OF LONG ISLAND, INC. - RONKONKOMA, COLONIAL YOUTH AND FAMILY SERVICES, INC. AND BRIGHTWATERS CHILD CARE AND DEVELOPMENT CENTER, INC. DBA KIDDIE ACADEMY OF BRIGHTWATERS DAY CARE PROVIDERS UNDER CONTRACT WITH THE DEPARTMENT OF SOCIAL SERVICES

WHEREAS, in accordance with Section 347-15, County Transitional Financial Assistance was added to the Suffolk County Code wherein child care providers shall be eligible for upfront financial assistance from the Suffolk County Living Wage Contingency Fund, or any successor fund thereto, in order to meet increased payroll expenses; and

WHEREAS, Lazy Cow, Inc. dba Kiddie Care Early Learning Center, The Community Programs Center of Long Island, Inc. - Ronkonkoma, Colonial Youth and Family Services, Inc. and Brightwaters Child Care and Development Center, Inc. dba Kiddie Academy of Brightwaters day care providers, have submitted an application for Hardship Assistance and other prescribed forms to document the need for financial assistance, and

WHEREAS, the providers have concerns about their ability to comply with the Living Wage Law without a financial subsidy, and

WHEREAS, the centers provide a needed service to the community; and

WHEREAS, the Department of Labor has authorized Hardship Assistance in the amount up to a maximum of \$177,501 be awarded for the period January 1, 2013 to December 31, 2013 and,

WHEREAS, the Living Wage Hardship funding will be provided to Lazy Cow, Inc. dba Kiddie Care Early Learning Center (\$54,439), The Community Programs Center of Long Island, Inc. - Ronkonkoma (\$49,631), Colonial Youth and Family Services, Inc. (\$32,171) and Brightwaters Child Care and Development Center, Inc. dba Kiddie Academy of Brightwaters (\$41,260) in the amount up to a maximum of \$177,501; now, therefore be it

1. **RESOLVED**, that the County Comptroller be and hereby is authorized, empowered and directed to disburse funds as follows:

FROM:

001-MSC-1998-4770 Suffolk County Living Wage Contingency Fund \$177,501

TO:

001-DSS-6015-4770 Client Benefits Special Services \$177,501

and be it further

2. **RESOLVED**, that the Commissioner of Social Services is hereby authorized, empowered and directed to disburse the funds to Lazy Cow, Inc. dba Kiddie Care Early Learning Center, The Community Programs Center of Long Island, Inc. - Ronkonkoma, Colonial Youth and Family Services, Inc. and Brightwaters Child Care and Development Center, Inc. dba Kiddie Academy of Brightwaters.

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		
AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SUFFOLK COUNTY LIVING WAGE CONTINGENCY FUND FOR LAZY COW, INC. DBA KIDDIE CARE EARLY LEARNING CENTER, THE COMMUNITY PROGRAMS CENTER OF LONG ISLAND, INC. – RONKONKOMA, COLONIAL YOUTH AND FAMILY SERVICES, INC. AND BRIGHTWATERS CHILD CARE AND DEVELOPMENT CENTER, INC. DBA KIDDIE ACADEMY OF BRIGHTWATERS DAY CARE PROVIDERS UNDER CONTRACT WITH THE DEPARTMENT OF SOCIAL SERVICES.		
3. Purpose of Proposed Legislation		
Disburse funds from the Suffolk County Living Wage Contingency Fund to DSS to provide a subsidy to Lazy Cow, Inc. dba Kiddie Care Early Learning Center (\$54,439), The Community Programs Center of Long Island, Inc. - Ronkonkoma (\$49,631), Colonial Youth and Family Services, Inc. (\$32,171) and Brightwaters Child Care and Development Center, Inc. dba Kiddie Academy of Brightwaters (\$41,260). The subsidy is for the purpose of providing financial assistance to meet the wage standards required by the law for the period 1/1-12/31/13.		
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)		
<input checked="" 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	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact. See item 7.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or other Subdivision.		
This resolution requests the disbursement of up to a maximum of \$177,501 from the Suffolk County Living Wage Contingency Fund for the period 1/1-12/31/13.		
8. Proposed Source of Funding.		
The Suffolk County Living Wage Contingency Fund (001 – MSC – 1998 – 4770)		
9. Timing of Impact.		
Immediate		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Kenneth A. Knappe Principal Management Analyst		8/12/13

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

NOTICE OF DECISION ON HARDSHIP ASSISTANCE

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

TO BE COMPLETED BY *LIVING WAGE UNIT*

DATE: May 17, 2013

TO: Jean Jacobsen
Suffolk County Dept. of Social Services
3085 Veterans Memorial Highway
Ronkonkoma, NY 11779

You are hereby notified that the **Request for Hardship Assistance** and associated draft resolution submitted on May 9, 2013 from **Lazy Cow, Inc. DBA Kiddie Care Early Learning Center** has been received and examined by the *Living Wage* Unit for the amount of \$54,439.

The **Request for Hardship Assistance** has been:

- Accepted, and the *Living Wage* Unit authorizes the submission of the accompanying resolution to the County Legislature.
- Denied.

Should you have any questions regarding this decision, please contact the Suffolk County Department of Labor's *Living Wage* Unit at (631) 853-3808.



Samuel Chu
Commissioner
Suffolk County Department of Labor

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

NOTICE OF DECISION ON HARDSHIP ASSISTANCE

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

TO BE COMPLETED BY *LIVING WAGE UNIT*

DATE: May 17, 2013

TO: Jean Jacobsen
Suffolk County Dept. of Social Services
3085 Veterans Memorial Highway
Ronkonkoma, NY 11779

You are hereby notified that the **Request for Hardship Assistance** and associated draft resolution submitted on May 9, 2013 from **The Community Programs Center of Long Island, Inc.** has been received and examined by the *Living Wage* Unit for the amount of \$49,631.

The **Request for Hardship Assistance** has been:

- Accepted, and the *Living Wage* Unit authorizes the submission of the accompanying resolution to the County Legislature.
- Denied.

Should you have any questions regarding this decision, please contact the Suffolk County Department of Labor's *Living Wage* Unit at (631) 853-3808.



Samuel Chu
Commissioner
Suffolk County Department of Labor

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

NOTICE OF DECISION ON HARDSHIP ASSISTANCE

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

TO BE COMPLETED BY *LIVING WAGE UNIT*

DATE: May 17, 2013

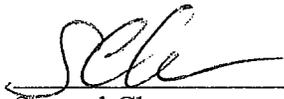
TO: Jean Jacobsen
Suffolk County Dept. of Social Services
3085 Veterans Memorial Highway
Ronkonkoma, NY 11779

You are hereby notified that the **Request for Hardship Assistance** and associated draft resolution submitted on May 9, 2013 from **Colonial Youth and Family Services** has been received and examined by the *Living Wage Unit* for the amount of \$32,171.

The **Request for Hardship Assistance** has been:

- Accepted, and the Local Law Compliance Unit authorizes the submission of the accompanying resolution to the County Legislature.
- Denied.

Should you have any questions regarding this decision, please contact the Suffolk County Department of Labor's Local Law Compliance Unit at (631) 853-3808.



Samuel Chu
Commissioner
Suffolk County Department of Labor

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

NOTICE OF DECISION ON HARDSHIP ASSISTANCE

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

TO BE COMPLETED BY *LIVING WAGE UNIT*

DATE: May 17, 2013

TO: Jean Jacobsen
Suffolk County Dept. of Social Services
3085 Veterans Memorial Highway
Ronkonkoma, NY 11779

You are hereby notified that the **Request for Hardship Assistance** and associated draft resolution submitted on May 9, 2013 from **Brightwaters Child Care and Development Center, Inc. dba Kiddie Academy of Brightwaters** has been received and examined by the *Living Wage Unit* for the amount of \$41,260.

The **Request for Hardship Assistance** has been:

- Accepted, and the *Living Wage Unit* authorizes the submission of the accompanying resolution to the County Legislature.
- Denied.

Should you have any questions regarding this decision, please contact the Suffolk County Department of Labor's *Living Wage Unit* at (631) 853-3808.



Samuel Chu
Commissioner
Suffolk County Department of Labor

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

John F. O'Neill
Acting Commissioner

Memorandum

TO: Jon Schneider, Deputy County Executive

FROM: John F. O'Neill, Acting Commissioner
Department of Social Services 

DATE: August 12, 2013

SUBJECT: **REQUEST FOR A LEGISLATIVE RESOLUTION –
Authorizing the Disbursement of Funds from the Suffolk County Living Wage
Contingency Fund**

AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SUFFOLK COUNTY LIVING WAGE CONTINGENCY FUND FOR, LAZY COW, INC. DBA KIDDIE CARE EARLY LEARNING CENTER, THE COMMUNITY PROGRAMS CENTER OF LONG ISLAND, INC. - RONKONKOMA, COLONIAL YOUTH AND FAMILY SERVICES, INC. AND BRIGHTWATERS CHILD CARE & DEVELOPMENT CENTER, INC. DBA KIDDIE ACADEMY OF BRIGHTWATERS DAY CARE PROVIDERS UNDER CONTRACT WITH THE DEPARTMENT OF SOCIAL SERVICES

In accordance with the Living Wage Law, child care providers are eligible for assistance from the Suffolk County Living Wage Contingency Fund in order to enable them to meet the increased payroll expenses which result from paying employees the hourly rate required by the law. The aforementioned day care centers have applied to the County for such assistance and the Department of Labor has approved the applications in accordance with established procedures.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), and related backup material. The e-copies relating to this resolution are entitled "Reso-DSS-Living Wage Contingency Fund 2013-1." If you have any questions, please contact Kenneth A. Knappe at X 49939.

Enc.

cc: Dennis Brown, Chief Deputy County Executive
ec: CE Reso. Review Distribution List

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 Social Services 3085 Veterans Memorial Highway Ronkonkoma, New York 11779	Kenneth A. Knappe Principal Management Analyst 854-9939

Suggestion Involves:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Appropriation | <input type="checkbox"/> Capital Project |
| <input type="checkbox"/> Technical Amendment | <input type="checkbox"/> New Program |
| <input type="checkbox"/> Grant Award | <input type="checkbox"/> Contract (New ___ Rev. ___) |

Explanation of proposed resolution.

Disburse funds from the Suffolk County Living Wage Contingency Fund to DSS to provide a subsidy to day care centers as approved by the Department of Labor. The subsidy is for the purpose of providing financial assistance to meet the wage standards required by the law for the period 1/1-12/31/13.

Summary of resolution benefits.

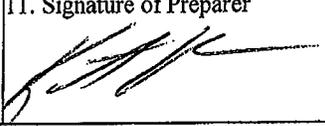
The funds to be disbursed to Lazy Cow, Inc. dba Kiddie Care Early Learning Center, The Community Programs Center of Long Island, Inc. - Ronkonkoma, Colonial Youth and Family Services, Inc. and Brightwaters Child Care and Development Center, Inc. dba Kiddie Academy of Brightwaters will provide funding to meet the wage standards required by law.

SCIN Form 175a (1/97) Prior editions of this form are obsolete

2089

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

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SUFFOLK COUNTY LIVING WAGE CONTINGENCY FUND FOR LAZY COW, INC. DBA KIDDIE CARE EARLY LEARNING CENTER, THE COMMUNITY PROGRAMS CENTER OF LONG ISLAND, INC. – RONKONKOMA, COLONIAL YOUTH AND FAMILY SERVICES, INC. AND BRIGHTWATERS CHILD CARE AND DEVELOPMENT CENTER, INC. DBA KIDDIE ACADEMY OF BRIGHTWATERS DAY CARE PROVIDERS UNDER CONTRACT WITH THE DEPARTMENT OF SOCIAL SERVICES.		
3. Purpose of Proposed Legislation		
Disburse funds from the Suffolk County Living Wage Contingency Fund to DSS to provide a subsidy to Lazy Cow, Inc. dba Kiddie Care Early Learning Center (\$54,439), The Community Programs Center of Long Island, Inc. - Ronkonkoma (\$49,631), Colonial Youth and Family Services, Inc. (\$32,171) and Brightwaters Child Care and Development Center, Inc. dba Kiddie Academy of Brightwaters (\$41,260). The subsidy is for the purpose of providing financial assistance to meet the wage standards required by the law for the period 1/1-12/31/13.		
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)		
<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	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact. See item 7.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or other Subdivision.		
This resolution requests the disbursement of up to a maximum of \$177,501 from the Suffolk County Living Wage Contingency Fund for the period 1/1-12/31/13.		
8. Proposed Source of Funding.		
The Suffolk County Living Wage Contingency Fund (001 – MSC – 1998 – 4770)		
9. Timing of Impact.		
Immediate		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Kenneth A. Knappe Principal Management Analyst		8/12/13

SCIN FORM 175b (10/95)

Suzanne Martin

Suzanne Martin 11/25/13

2089

**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, 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.

2090

Intro. Res. No. - 2013

Laid on the Table

12/3/13

Introduced by the Presiding Officer on request of the County Executive

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

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

WHEREAS, these funds will be used for purchasing equipment and the investigation, monitoring and management of harmful algal blooms (HABs); and

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

WHEREAS, meters used for monitoring need to be purchased for this project; and

WHEREAS, sufficient Planning funds exist to be transferred to Equipment; and

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

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

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

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

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

Project No.: 8224

Project Title: Public Health Related Harmful Algal Blooms

	Current 2013 Capital Budget & Program	Revised 2013 Capital Budget & Program
Total Est'd Cost		

1. Planning	\$125,000	\$25,000B	\$10,000B
5. Equipment	\$ 15,000	\$0	\$15,000B
TOTAL	\$140,000	\$25,000	\$25,000

and be it further

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

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

HSV #50-2013

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

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation Amending the 2013 Capital Budget and Program and appropriating funds for the study and monitoring of Public Health Related Harmful Algal Blooms (CP 8224).		
3. Purpose of Proposed Legislation This legislation is needed to appropriate funds to Capital Project 8224. These funds will be used for purchasing equipment and the investigation, monitoring and management of harmful algal blooms (HABs).		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <input checked="" type="checkbox"/> NO _____		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County <input checked="" type="checkbox"/>	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: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred over the life of the bonds.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. See attached Debt Schedule		
8. Proposed Source of Funding Serial bonds		
9. Timing of Impact 2014		
10. Typed Name & Title of Preparer Diane E. Weyer Principal Financial Analyst	11. Signature of Preparer 	12. Date 11/12/13

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

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

To: Margaret Bermel, Director of Health Administration

From: Walter Dawydiak, Jr., P.E., J.D., Acting Director, Division of Environmental Quality

Date: 11/12/13

Subject: Request for Introductory Resolution for Adopted 2013 CP 8224 (Public Health Related Harmful Algal Blooms); \$25,000

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

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

Project Description:

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

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

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



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

**2013 Intergovernmental Relations
Memorandum of Support**

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

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

SUMMARY OF SPECIAL PROVISIONS: None.

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

FISCAL IMPLICATIONS: Serial bonds and related debt service.

**Required Items & Check List
For the Submission of Resolutions**

Substance:

- Request Letter
- Draft Resolution
- SEQRA Determination
- SCIN 175a
- SCIN 175b
- e-Copies Sent to CE RESO REVIEW
- 4 Hard Copies:
(Deputy CE for IR, Chief Deputy County Executive, Assistant Deputy CE, Director of IR)

Form:

- e-Copy with Proper Title
- Proper Sponsorship Line
- Proper Resolution Format
- Numbered Resolved Clauses
- Proofread Resolution
- Preparer's Initials

Background Documentation:

- Award Letter (to accept a Grant)
- Copy of Grant Agreement (if available)
- Required Resolved Clause* (if Grant establishes a position)
- Other Background Documentation
- Memorandum of Support**

If this is a CN Request:

- Requesting Letter
- Rationale (the "Because Clause")

*RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this resolution at the conclusion of the grant funding provider for such position created by said Grant.

**New for 2013

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

November 12, 2013

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

Dear Mr. Schneider:

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

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

Sincerely,

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

Enclosures

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



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

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 Health Services
3500 Sunrise Hwy, Suite 124, Great River, NY 11739

Department Contact Person
(Name & Phone No.):
Walter Dawydiak
852-5800

Suggestion Involves:

Technical Amendment New Program
 Grant Award Contract (New Rev.)
 Other

Summary of Problem: (Explanation of why this legislation is needed.)
This legislation is needed to appropriate funds to Capital Project 8224. These funds will be used for purchasing equipment and the investigation, monitoring and management of harmful algal blooms (HABs).

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

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

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF \$118,750 FOR THE 2013 TECHNICAL RESCUE/URBAN SEARCH & RESCUE (USAR) GRANT PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded Suffolk County federal funds under the 2013 Technical Rescue/Urban Search & Rescue (USAR) Grant Program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the 2013 Technical Rescue/Urban Search & Rescue (USAR) Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to enhance technical rescue and USAR at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide; and

WHEREAS, the Department of Fire, Rescue & Emergency Services will utilize this funding to purchase equipment to become qualified as a Type II Task Force; and

WHEREAS, the grant period is from 9/1/2013 through 08/31/2015 in which the County will receive 100% grant funding in the amount of \$118,750 for the 2013 Technical Rescue/Urban Search & Rescue (USAR) Grant Program; and,

WHEREAS, said funds have not been included in the 2014 Operating Budget; and now therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept \$118,750 and appropriate said grant funds as follows:

2013 TECHNICAL RESCUE/USAR GRANT - \$118,750

<u>REVENUES</u>	<u>AMOUNT</u>
001-FRE-4476 – 2013 Technical Rescue Grant	\$118,750

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
2013 Technical Rescue/USAR Grant
001-FRE-3406 - \$108,068

<u>1000 – Personnel Services</u>	<u>\$36,028</u>
1120 – Overtime	\$36,028
<u>2000 – Equipment</u>	<u>\$15,000</u>
2040 – Trucks, trailers, jeeps	\$15,000
<u>3000 – Supplies</u>	<u>\$57,040</u>
3500 – Other Supplies	\$57,040

Employee Benefits
Social Security
001-EMP - 9030 - \$2756

8000 – Employee Benefits
8330 – Social Security

\$2756
\$2756

Employee Benefits
Retirement
001-EMP-9010 – \$7926

Employee Benefits
8280 – Retirement

\$7926
\$7926

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

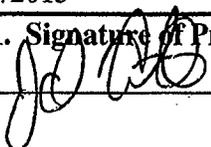
3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) 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 of 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 of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u> X </u>		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF \$118,750 FOR THE 2013 TECHNICAL RESCUE/URBAN SEARCH & RESCUE (USAR) GRANT PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS		
3. Purpose of Proposed Legislation		
The FY2013 Technical Rescue/Urban Search & Rescue (USAR) Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to enhance technical rescue and USAR at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide. The Department of Fire, Rescue & Emergency Services will utilize this funding to purchase the required equipment to become qualified as a Type II Task Force.		
Accept and appropriate 2013 Technical Rescue/USAR Grant funding in the Suffolk County Department of FRES.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u> X </u>		
5. If the answer to item 5 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision		
\$118,750 – FRES		
8. Proposed Source of Funding		
NYS Division of Homeland Security & Emergency Services pass-through of US Dept of Homeland Security		
9. Timing of Impact: 9/1/2013 through 08/31/2015		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo, Grants Analyst		November 26, 2013

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.):

Fire, Rescue & Emergency Services

Joseph F. Williams
24850

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New Rev.)

Other

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

The FY2013 Technical Rescue/Urban Search & Rescue (USAR) Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to enhance technical rescue and USAR at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide. The Department of Fire, Rescue & Emergency Services will utilize the funding to purchase the required equipment to become qualified for as a Type II Task Force.

Accept and appropriate 2013 Technical Rescue/USAR Grant funding in the Suffolk County Department of FRES.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM



RECEIVED NOV 18 2013

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D., MHS, Commissioner

November 12, 2013

The Honorable Steven Bellone
Suffolk County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

Dear Mr. Bellone:

I am pleased to announce that the NYS Division of Homeland Security and Emergency Services (DHSES) is awarding Suffolk County \$118,750 under the FY2013 Technical Rescue and Urban Search and Rescue (USAR) Grant Program. Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program (SHSP).

Your award was reduced by \$31,250 due to the following unallowable items under this grant program:

- Outboard Boat Motors - \$14,000 (equipment for a watercraft type that is not authorized by FEMA for this grant program)
- Outboard Motor - Pumpjet or Jet - \$1,800 (equipment for a watercraft type that is not authorized by FEMA for this grant program)
- Whitewater Raft - \$13,400 (this watercraft type is not authorized by FEMA for this grant program)
- Whitewater Paddles - \$1,500 (equipment for a watercraft type that is not authorized by FEMA for this grant program)
- Fuel Tanks - \$150 (equipment for a watercraft type that is not authorized by FEMA for this grant program)
- Spare Prop - Jet Drive - \$400 (equipment for a watercraft type that is not authorized by FEMA for this grant program)

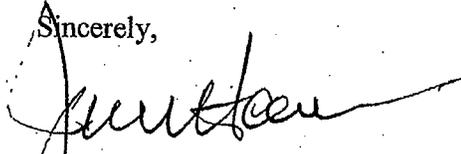
As outlined in your application, this funding is provided for local emergency response teams that provide technical rescue and USAR related services through equipment, training, exercise, and planning projects. All funding is subject to both New York State and federal guidelines and regulations.

All capabilities developed through Federal FY2013 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement.

A representative from DHSES' Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Anthony Pesce at (518) 242-5113.

Congratulations on your award! We look forward to working with you to administer this program.

Sincerely,



Jerome M. Hauer, Ph.D., MHS
Commissioner

cc: Commissioner Joseph Williams, Suffolk County Department of Fire, Rescue and Emergency Services

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2013 USAR GRANT PROGRAM**

TITLE OF BILL: Accepting and appropriating 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of \$118,750 for the 2013 Technical Rescue and Urban Search and Rescue Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services and to execute grant-related agreements.

PURPOSE OR GENERAL IDEA OF BILL: To provide funds to the Department of Fire, Rescue & Emergency Services to enhance technical rescue and USAR at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: These grant funds will enable the Suffolk County USAR team to continue working towards formally obtaining a Type II Task Force status within the 2013-2014 calendar years.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK



JOSEPH F. WILLIAMS
COMMISSIONER

STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

JOHN G. JORDAN, SR
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: November 26, 2013

SUBJECT: Request for Introductory Resolution: 2013 Technical Rescue Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate \$118,750 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security for the 2013 Technical Rescue and Urban Search and Rescue (USAR) Grant Program.

The grant provides funding to enhance technical rescue and urban search and rescue (USAR) at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide. The Department of FRES will utilize the funding to purchase the required equipment to become qualified as a Type II Task Force.

If you have any questions, please contact Jared A. Cirillo at 25058.

JFW:jac

Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Angela Kohl, Federal & State Aid Claims Unit
Susan Nielsen, Administrator I

2092
Intro Res. No. _____-2013

Laid on Table 12/31, 2013

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
(WOOLWORTH BUILDING-RIVERHEAD)**

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 made by Suffolk County's Workforce Housing Program through the use of capital bond proceeds; and

WHEREAS, the County Department of Economic Development and Planning, the Town of Riverhead and Woolworth Revitalization 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: 0600-129.00-01.00-008.002 (the "Subject Premises"); and

WHEREAS, the affordable housing development will involve the redevelopment of the old Woolworth Building on Main Street in downtown Riverhead and contemplates the construction of 19 affordable rental units above commercial space all as more particularly described in the Development Plan attached hereto as Exhibit 1 (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 Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) 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 2 (the "Development Agreement"); and

WHEREAS, pursuant to Resolution No. 629-2013, the Town Board of the Town of Riverhead, 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 Riverhead 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. 1421-2005, 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

1st RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the development referred to herein 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 the old Woolworth Building in Riverhead and the requested funding thereof in the amount of up to Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) Dollars in accordance with the Development Plan; and be it further

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

3rd 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

4th 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

5th 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 Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) Dollars in connection with infrastructure costs associated with the construction of the development referred to herein from previously appropriated funds in Capital Project No. 525-CAP-6411.310; and be it further

6th **RESOLVED**, pursuant to Resolution 629-2013, the Town Board of the Town of Riverhead, 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 Riverhead 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: _____

**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 (Woolworth Building-Riverhead)

PURPOSE OR GENERAL IDEA OF BILL:

To authorize funding, under CP 6411, for up to \$250,000.00 of infrastructure improvements under the Suffolk County Affordable Housing Opportunities Program for construction of 19 affordable rental units in the old Woolworth Building in downtown Riverhead

SUMMARY OF SPECIFIC PROVISIONS:

\$250,000.00 is requested to offset the infrastructure costs related to the redevelopment of the old Woolworth Building in downtown Riverhead and the creation of 19 affordable rental units above ground floor commercial

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:

\$250,000.00 reserved and paid from 525-CAP-6411.310.

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

November 27, 2013

✓ Mr. Jon Schneider
Deputy County Executive
Suffolk County
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Highway
Hauppauge, New York 11788-0099

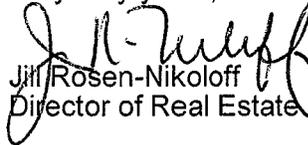
Dear Mr. Schneider:

Attached is the following Resolution, together with the back-up documentation, requested to be Laid on the Table at the December 3, 2013 meeting for consideration and vote at the December 17, 2013 meeting:

RESOLUTION NO. ____-2013, AUTHORIZING FUNDING OF INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER THE SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (WOOLWORTH BUILDING-RIVERHEAD)

Thank you.

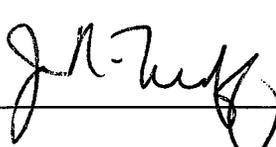
Very truly yours,


Jill Rosen-Nikoloff
Director of Real Estate

Attachment

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

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

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation Resolution Authorizing Funding of Infrastructure Improvements and Oversight of Real Property under the Suffolk County Affordable Housing Opportunities Program and Execution of Agreements (Woolworth Building-Riverhead)		
3. Purpose of Proposed Legislation Authorizing funding of infrastructure improvements under CP 6411, in an amount up to \$250,000.00, and oversight of real property under the Suffolk County Affordable Housing Opportunities Program in connection with the redevelopment of the old Woolworth Building in Downtown Riverhead and the construction of 19 affordable rental units		
4. Will the Proposed Legislation Have a Fiscal Impact? <u> Yes </u> <u> No </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		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding		
9. Timing of Impact		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jill Rosen-Nikoloff		11/27/13

1R 2092

EXHIBIT 1 TO RESOLUTION

(DEVELOPMENT PLAN)

REVITALIZATION OF WOOLWORTH BUILDING,
RIVERHEAD DEVELOPMENT PLAN

ITEM	DESCRIPTION	EXHIBIT
MUNICIPALITY:	Town of Riverhead	
PROJECT ADDRESS:	The project contains 1 parcel in the hamlet of Riverhead known as "the Woolworth Building" located at 126-138 Main Street, Riverhead, NY. The parcel is as follows: SCTM# 0600-129.00-01.00-008.002 (See attached Tax Map)	A
SITE DESCRIPTION:	The entire site is comprised of approximately .66 of an Acre with a 40,000 Square Foot retail and office building currently on the site. (See attached Legal Description). The property is zoned Downtown Center 1 (DC-1) which encourages traditional downtown character along Main Street including ground floor uses with upper residential. No further zone change is required.	B
OWNER/DEVELOPER:	Woolworth Revitalization, LLC acquired the property by Contract of Sale on 2/15/13.	
SUFFOLK COUNTY TAX MAP NUMBERS:	District 0600, Section 129.00, Block 01.00, Lot 008.002. The forgoing is the only lot on which the affordable housing is to be constructed.	
LAND PURCHASE:	NA	
INFRASTRUCTURE FUNDS:	Suffolk County will subsidize up to \$250,000.00 of the infrastructure costs associated with the 19 affordable units in this development. The funds will be utilized to offset the costs as set forth on Schedule C and other related infrastructure costs. The owner/developer will finance the infrastructure funds and the funds shall only be paid as provided in the Development Agreement.	C

PROJECT DESCRIPTION:	<p>The project contains a 40,000 square foot building. The development will consist of a two-story building containing 19 affordable apartments on the second floor with ground floor commercial. The ground floor commercial will consist of 25,000 square feet. The upper floor of residential will consist of 15,000 square feet.</p> <p>The Units breakdown is: 6 Studios, 10 One bedrooms & 3 Two bedrooms.</p> <p>Each apartment will include a kitchen, bathroom, living room and bedroom(s). Each kitchen is equipped with a refrigerator and range oven. Laundry facilities are available in a convenient common area within each building. The facility will also include support services staff.</p> <p>All units will be ADA compliant and will meet the "Visitability" requirements of Article XXXVI of the Suffolk County Administrative Code</p>	
SUFFOLK COUNTY LAND DEVELOPMENT SUBSIDY (LDS):	NA	
SUFFOLK COUNTY INFRASTRUCTURE DEVELOPMENT SUBSIDY (IDS):	<p>Up to \$250,000.00 / 19 units (\$13,157 per unit)</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 line may be subordinated to bank financing or other funding sources as reasonably acceptable to the County.</p>	
IDS REPAYMENT:	Forgiven after 20 years provided no default or covenant violation. Units shall remain affordable for the term of the IDS	
HOMEOWNER UNIT PURCHASE PRICES:	N/A	
HOMEOWNERSHIP OCCUPANCY REQUIREMENT:	N/A	

<p>INCOME ELIGIBILITY:</p>	<p>All the Units will be affordable to households earning up to 80% HUD AMI as follows:</p> <p>8 Units @ 80% HUD AMI or less 8 Units @ 60% HUD AMI or less 3 Units at 50% HUD AMI or less</p> <p>All rents include electric. Targeted rents are as set forth in Schedule D *Residents will pay not more than 30% of their income toward rent. Rents are based on 2013 projections. Rents cannot exceed the fair market rents established by HUD or the HOME established rents, as applicable</p> <p>Covenants & Restrictions shall be recorded evidencing same.</p>	<p>D</p>
<p>RENTER SELECTION PROCESS/MARKETING PLAN:</p>	<p>Long Island Housing Partnership will be retained to market the development and to perform the applicant qualification process. A list of qualified applicants will be maintained by the Developer to fill vacancies. An annual income certification for each household in the development will be provided by the Developer to the County.</p>	<p>5</p>
<p>ANTICIPATED FUNDING SOURCES/FINANCIAL ASSISTANCE:</p>	<p>Suffolk County Infrastructure Funds: up to \$250,000</p> <p>HOME Investment Partnerships Program (HUD)- \$550,000 for 11</p> <p>First Niagara Bank Bank Construction Loan \$ 2,320,000</p> <p>Developer Equity- \$ 800,000 NYS Downtown Main Street Grant - \$37,500</p> <p>Total Budget - \$ 3,957,500</p>	

<p>PERMITTED ENCUMBRANCES:</p>	<p>Construction Loan financing as described above</p>	
<p>DEVELOPMENT TEAM MEMBERS:</p>	<p>Developer: Woolworth Revitalization LLC Property Manager: TBD Builder: CM Northridge Company, Huntington, NY Attorney: Stephen Latham, Esq. Engineer: Martin Sendlewski, AIA NFP: Long Island Housing Partnership</p>	
<p>CONDITIONS OF CONTRACT EXECUTION/FUNDING/CLOSING:</p>	<ol style="list-style-type: none"> 1. Satisfactory evidence of financing sources 2. Building permits and completion of construction, certificate of occupancy 3. Suffolk County and municipal approvals, as applicable, including Health Department 4. Execution of a Development Agreement and such other documents in connection therewith as the County may reasonably require. <hr/> <ol style="list-style-type: none"> 6. Title to the premises shall have been transferred to Owner 7. Completion of SEQRA 8. Environmental review satisfactory to the County 9. Such other conditions as the County may reasonably require and as shall be set forth in the Development Agreement. 	

SCHEDULE B TO PLAN

Legal Description

ALL that certain plot, piece or parcel of land, situate, laying and being in the Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of East Main Street (S.R. 25), distant 66.10 feet westerly from the corner formed by the intersection of the said northerly side of East Main Street with the westerly side of East Avenue;

RUNNING THENCE South 83 degrees 47 minutes 01 seconds West along the northerly side of East Main Street, 169.35 feet;

THENCE North 04 degrees 16 minutes 69 seconds West and along land now or formerly of Pike Realty Company LLC, 192.80 feet;

THENCE along land now or formerly Town of Riverhead Public Parking District No. 1 the following courses and distances:

1. North 85 degrees 44 minutes 41 seconds East 90.38 feet;
2. South 04 degrees 15 minutes 19 seconds East 62.07 feet;
3. North 85 degrees 44 minutes 41 seconds East 70.59 feet;
4. North 04 degrees 10 minutes 23 seconds East 53.76 feet; and
5. North 84 degrees 31 minutes 52 seconds East 8.32 feet to the land now or formerly of North Fork Bank & Trust Company.

THENCE South 04 degrees 14 min 59 seconds East along said last mentioned land, 178.88 feet to a point on the northerly side of East Main Street, the Point or place of **BEGINNING**

Woolworth Infrastructure Expenses

SCHEDULE C

Water

Domestic: New 2 inch main

**Fire & fire New 6 inch fire main
preventior Tap Fees**

RPZ

Meter Vault

Electric

New Electric Service brought to Property

Out side Meter Room

Demo or repair old electric room

Hook up RTU

Hook up RPZ

Electrical demolition and disconnects

GAS

Run lines for new Gas Service

GAS Lines for RTU

Site Work

Back fill and repair Parking lot

core hole through building for services

Excavate for new services

sidewalk

Drainage

Soft costs related to the foregoing

Attachment D. Apartment Unit Mix and Rents

NOVEMBER 25

Unit Type	# of Units
Studios	6
one bedrooms	10
Two Bedrooms	3
Total	19

Program	Unit Mix	Type	# of Units	Avg Sq. Ft.	Fair Mkt Rent	Utility Allowance	monthly rent	Total Rent yr	Total Sq. ft
HOME	Studio - low 50%		3	570	\$941	\$46	\$895	\$32,220	1,710
HOME	Studio - high 60%		2	580	\$1,014	\$46	\$968	\$23,232	1,160
HOME	1 Bdm.-Hi 60%		6	725	\$1,199	\$66	\$1,133	\$81,576	4,350
WORKF	Studio - WF 80%		1	580	\$1,014	\$46	\$968	\$11,616	580
WORKF	1 Bdm.-WF 80%		4	750	\$1,285	\$66	\$1,219	\$58,512	3,000
WORKF	2 Bdm. - WF 80%		3	780	\$1,583	\$85	\$1,498	\$53,928	2,340
	Total		19					\$261,084	13,140

Bldg. Area	Gross (sf)	Net (sf)	Rent psf
	15,000	13,102	19.93

EXHIBIT 2 to RESOLUTION

Woolworth Building DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") made the ____ day of _____, 2013 between THE COUNTY OF SUFFOLK (the "County"), a municipal corporation of the State of New York, having its principal office at County Center, Riverhead, New York 11901 acting by and through its Department of Economic Development and Planning (the "Department"), having its offices at 100 Veterans Memorial Highway, Hauppauge, New York 11788 and;

Woolworth Revitalization, LLC, a New York limited liability company (the "Developer") having its offices at 130 East Main Street, Riverhead, New York 11901.

The County, the Department, and/or the Developer may also hereinafter be referred to as a "Party" or the "Parties" as the context may require.

WHEREAS, in furtherance of the objectives of Article XXXVI of the Suffolk County Administrative Code, as amended (the "Program"), the County has undertaken a program for the acquisition, construction, reconstruction and rehabilitation of properties for affordable housing purposes; and

WHEREAS, there exists a need in Suffolk County to provide affordable housing thereby promoting the County's economic growth and prosperity; and

WHEREAS, the County has identified a certain development to be constructed within the County of Suffolk, in the Township of Riverhead, which is identified by Suffolk County Tax Map Number 0600-129.00-01.00-008.002, all as more particularly described in Schedule A annexed hereto and made a part hereof (the "Development Area"); and

WHEREAS, there has been formulated and presented to the Suffolk County Legislature for consideration and approval an Affordable Housing Development Plan known as the Development Plan for the Revitalization of the Woolworth Building (the "Development Plan"), a copy of which is annexed hereto and made a part hereof as Schedule B, which Development Plan was approved by the Suffolk County Legislature pursuant to Resolution No. ____ - 2013, which provides for the construction, reconstruction and/or rehabilitation of said Development Area with nineteen (19) affordable rental units (the "Affordable Units") and, *inter alia*, the construction of ancillary facilities at the Development Area (the "Project"); and

WHEREAS, Resolution No. ____ - 2013 authorizes the County to enter into this Agreement to fund the cost of certain infrastructure improvements in the Development

Area for affordable housing purposes in accordance with the Program, which funds are not subject to appropriation; and

NOW, THEREFORE, each of the Parties, for and in consideration of the promises and agreements of the other Party hereto, does covenant and agree as follows:

ARTICLE 1
INFRASTRUCTURE IMPROVEMENTS

101. Infrastructure Improvements.

- A. Infrastructure Subsidy. The County agrees to provide funding to the Developer in an amount not to exceed Two Hundred and Fifty Thousand (\$250,000.00) Dollars (the "Infrastructure Subsidy") to subsidize a portion of the infrastructure improvements in the Development Area that is allocable to the Affordable Units. These funds are intended to off-set the costs of infrastructure improvements as set forth in Schedule C attached hereto. In accordance herewith, on the date hereof, the Developer agrees to deliver to the County an easement, attached hereto as Exhibit 1 (the "Easement"), executed by the Developer running in favor of the County encompassing the entire Development Area.
- B. Payment of Infrastructure Subsidy; Closing Date. Initially, the Developer will pay for the infrastructure costs. The County will pay the Infrastructure Subsidy to the Developer only upon (a) satisfaction of the conditions set forth in Section 102 below; and (b) the Completion of Construction (as defined in Section 203 below); and (c) completion, to the reasonable satisfaction of the County, of all the infrastructure improvements which shall be constructed in accordance with all applicable laws, codes, rules and regulations, including, without limitation, the Suffolk County Sanitary Code, Chapter 760 of the Laws of Suffolk County; and (d) submission to the County of an Affidavit of the Developer setting forth the Developer's compliance with the terms of this Agreement and the Development Plan; and (e) presentment of paid invoices for the amount of the Infrastructure Subsidy requested hereunder; and (f) receipt of evidence of release of liens of all contractors, subcontractors, laborers, materialmen and any other person retained in connection with construction of the Project. The date on which the Infrastructure Subsidy is paid is referred to herein as the "Closing Date."

C Closing Date Documents. On the Closing Date, the Developer shall deliver to the County (i) the Note in the form attached hereto as Exhibit 2 (the "Note"); the Mortgage, in the form attached hereto as Exhibit 3 (the "Mortgage"); and the Covenants and Restrictions attached hereto as Exhibit 4 (the "Covenants & Restrictions"). On the Closing Date, the Mortgage and the Covenants & Restrictions shall be filed as a lien against the Development Area.

102. Conditions. As additional conditions precedent to the County's obligations hereunder the following conditions shall have been met: :

- A. On the date hereof, the Developer shall have executed and delivered the Easement in favor of the County. The Easement shall be recorded promptly following the execution and delivery of this Agreement.
- B. On or prior to the Closing Date, the Developer shall have executed and delivered a Management Agreement for the operation of the Project in form and substance reasonably satisfactory to the County.
- C. Within sixty (60) days prior to the Closing Date, the Developer shall have delivered a written plan to administer the marketing, income eligibility, occupant selection and lottery process for the affordable units within the Project that is in compliance with all applicable laws, including, but not limited to Fair Housing Laws.
- D. On or prior to the date hereof, the Developer shall have provided the County with an accurate description of the contractors and subcontractors to be utilized in the development of the Development Area. Developer shall provide the County with updated information as contractors and subcontractors are retained.
- E. On or prior to the Closing Date, the Developer shall have provided the County with documentation necessary to support the Infrastructure Subsidy requested.
- F. On or prior to the Closing Date, the Developer shall have delivered to the Department documents satisfactory to the Department indicating that there are sufficient public and/or private funds committed to complete the Project. In the event federal or state grant funds are obtained to finance the Project or any part thereof, the federal and state requirements shall be

met. Notwithstanding the foregoing, if the County's requirements are more stringent, the County's requirements shall prevail.

- G. On or prior to the date hereof, title to the Development Area shall have vested in the Developer and the County shall have been provided with evidence of same. In addition, all subdivisions, zone changes, variances and municipal approvals required to be obtained to construct the Project in accordance with the Development Plan shall have been so obtained and the County provided with evidence of same.
- H. On or prior to the date hereof, the County and the Developer shall have executed and delivered that certain Agreement for the utilization of federal funds pursuant to the HOME Investment Partnerships Program in the amount of \$550,000.00.

ARTICLE 2 DEVELOPER'S RESPONSIBILITIES

201. Covenants. Developer hereby covenants and agrees for itself and every successor in interest to the Development Area or any part thereof, as follows:
- A. Construction of the Project. Construction of the Project shall commence no later than two (2) months from the date hereof and shall proceed diligently to completion of the Project within twenty-four (24) months from the date hereof unless the Director of Real Estate (the "Director") has granted an extension in writing, for good cause shown. Said extension shall be no longer than two (2) years unless approved by a duly enacted resolution of the Suffolk County Legislature.
 - B. Plans and Specifications. Developer agrees to undertake and carry out the construction of the Project in accordance with the Development Plan and the applicable building and fire codes and zoning restrictions which are in effect. Developer may make amendments, modifications or corrections to the Development Plan, provided that the same comply with the requirements of the applicable building codes and zoning restrictions which are in effect, and provided further, that any modifications, amendments or corrections to the Development Plan which materially affect the site plan or which affect the total number, affordability and distribution as to type of dwelling units to be constructed shall require the prior written approval of the Department, and the prior written approval of the Suffolk County Legislature. "Material Change" shall be as reasonably determined by the Director. Any requests to modify the site plan or total number and distribution as to type of dwelling units shall be made in accordance with the notice requirements of Section 515 of this Development Agreement.

As of the date hereof, the applicable zoning regulations must be consistent with the land use and development contemplated in the Development Plan. If the Development Plan is modified or amended, all changes must be approved by the Department in accordance with this Section 201(B). The Department shall make reasonable efforts to assist Developer in any proceeding, other than judicial proceedings initiated by Developer, to obtain other necessary County approvals.

- C. Impairment of County Lien; Repayment of Infrastructure Subsidy. Developer covenants and agrees and will require any successors, assigns and transferees to covenant and agree, that it shall not undertake nor permit any action or activity which shall impair or have the effect of impairing the lien of the County in the amount of the Infrastructure Subsidy except as authorized under this Agreement.

The Infrastructure Subsidy imposed upon the Project in accordance with the Program shall be repaid if, once the residential units at the Project are occupied, occupancy requirements are not met as specified in the Covenants and Restrictions, the Development Plan or any Easement, Note or Mortgage evidencing the Infrastructure Subsidy.

- D. Environmental Compliance.

The Developer agrees to demolish and remove, at its sole cost and expense, any and all buildings, structures, cesspools, septic tanks and fuel tanks located on the Development Area. In the event that any remediation work to the Development Area is necessary, Developer shall complete same at its sole cost and expense.

The demolition and removal of any and all buildings, structures, cesspools, septic tanks and fuel tanks at the Development Area and remediation work, if any, including, but not limited to, the proper disposal of any debris, solid wastes, pollutants, hazardous materials and/or soil will be performed by the Developer in accordance with all applicable Federal, State and County laws and local ordinances. The Developer covenants and agrees that it will defend, indemnify, and hold harmless the County, and any of its respective officers, agents, employees, and their successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, responsibility for legal, consulting, engineering and other costs and expenses which may arise out of any action, suit, claim, or proceeding seeking money damages, injunctive or compulsive relief, remedial action, or other remedy by reason of (1) a violation or non-compliance with any environmental law; or (2) the disposal, discharge or release of solid wastes, pollutants, hazardous materials and/or soil; or (3) its acts or omissions or negligence in the performance of the aforementioned demolition, removal and remediation

work, if any. The provisions of this Paragraph shall survive the delivery of any instrument of conveyance, satisfaction or completion pursuant to this agreement.

E. Charges, Costs and Assessments,

Any charges, costs, assessments or levies imposed by any governmental entity against County for any cost incurred or projected to be incurred for the cleaning up of any debris on the Development Area shall be paid by Developer immediately upon receipt by Developer, from County or otherwise, of any bill, assessment or levy therefore. County shall have neither responsibility nor any obligation for the payment or reimbursement of any such charges, costs, assessments or levies.

F. Closing Date.

On the Closing Date, the Developer shall execute and deliver (1) the Note; and (ii) the Mortgage; and (iii) the Covenants and Restrictions attached hereto as Exhibit 4 ("Covenants and Restrictions") to be executed and delivered to the County and shall cause each such document, as applicable, to be recorded promptly following the Closing Date and shall pay all required recording fees and taxes in connection therewith, if any.

202. Project Signs. The Developer shall, at its own cost and expense, promptly erect and maintain a Project sign identifying the interest of the Parties in lettering of such size and form as shall be approved by the Department. The provisions of this Section 202 shall survive until Completion of Construction as described immediately below in Section 203

203. Completion of Construction. Construction of the Project shall be deemed complete when (i) a permanent Certificate of Occupancy has been issued by the municipality for all of the residential units constructed in the Development Area, and (ii) the municipality certifies in writing to the Department that the Project meets all applicable building and fire codes and zoning restrictions and that all the Project construction obligations of Developer have been met ("Completion of Construction").

204. Drawings. Upon Completion of Construction, Developer shall, submit to the Department three (3) sets of "as built" surveys of the Project showing all the construction certified as complete by municipality. The "as built" surveys shall indicate, on their faces, the locations of all buildings, rights-of-way, utility and other easements and work as actually built and installed. Such locations shall be shown by offset distances from permanent surface improvements such as

buildings, retaining walls or curbs and such sizes shall be shown by dimensions in feet and inches.

205. Reports. Developer shall submit a narrative report in writing to the Director within three (3) months after the date hereof, and every three (3) months thereafter, up to the time of Completion of Construction pursuant to Section 203 above, as to the progress of the construction on the Development Area. Each report shall also include, but not be limited to, (i) a progress report from the supervising architect or engineer; and (ii) the anticipated dates of completion and occupancy of any housing unit. In addition, as such information is determined, such report shall also include (i) the status of marketing efforts with respect to the Affordable Units; (ii) the number and designation of the Affordable Units leased; and (iii) the total household income of the selected renters and the applicable rent for such Affordable Unit.. In addition, Developer shall provide a report to the Director no later than December 31st of each year of this Agreement outlining the exact and precise use to which any such parcels has been put and the rental income to be derived from such affordable housing units. Said year-end report shall also state whether or not the parcels have been utilized for affordable housing purposes and whether or not there has been adherence to the restrictive covenants ensuring such utilization contained in any deeds of conveyance.
206. Limitation on Use of Development Area. Developer, prior to Completion of Construction of the Project, shall not rent, license or permit temporary use of the Development Area for purposes unrelated to the construction of the Affordable Units; provided, however, that Developer may enter into leases for the rental units in the Project, as set forth in the Development Plan, prior to completion of the entire Project. The Project may temporarily contain a rental or sales office and a reasonably appropriate number of model units.
207. Access. Prior to the Closing Date, the Developer shall permit representatives, employees and agents of the County to have access at all reasonable times to all parts of the Development Area for the purpose of obtaining data and making various tests concerning the Development Area necessary to carry out and/or ensure that the Developer is carrying out the provisions of this Agreement. After Closing Date, Developer shall permit the representatives of the County access to the Development Area upon prior reasonable notice and at all reasonable times, for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Project. It is agreed by the Parties that "reasonable time" shall be normal working hours for construction trades in Suffolk County. No compensation or other charge or sum shall be payable or made by any Party for access provided for in this Section 207.
208. Compliance With Laws. Developer, and any successors, assigns, transferees, contractors and subcontractors, shall comply with all applicable Federal, State,

and local laws, rules, regulations, ordinances and codes including, but not limited to, zoning, building and fire codes.

209. Living Wage Law. This Agreement is subject to the Living Wage Law of the County of Suffolk (Chapter 575 of the Code of Suffolk County) The law requires that, unless specific exemptions apply, all employers (as defined therein) under service contracts and all recipients of County financial assistance, (as defined therein) provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Living Wage Law. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of the law.

ARTICLE III

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

301. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees, for itself and its successors and assigns that, except for any matters set forth on Schedule B of the Mortgage or as described in the Development Plan (the "Permitted Encumbrances"), the Developer has not made or created, and will not prior to the Closing Date, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, mortgage or lease, except the lease of individual residential units in the normal course of business, or the lease of commercial space consistent with the Development Plan, nor will the Developer make or create any trust or power, or transfer in any other mode or form of, or with respect to this Agreement or the Development Area or any part thereof or any interest in the real property therein, or any contract or agreement to do any of the same, without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.
302. Representations as to the Development.
- A. Developer represents and agrees, for itself and its successors and assigns, that this Agreement is for the sole purpose of constructing, reconstructing or rehabilitating affordable housing in the Development Area and for no other purpose inconsistent therewith, except as otherwise contemplated by the Development Plan. Developer recognizes, in view of (1) the importance of the development of the Development Area to the general welfare of the community; and (2) the substantial financing and other public aid that have

been made available by law and by governmental entities for the purpose of making such development possible, that the County is relying on Developer for the faithful performance of all agreements, undertakings and covenants hereby to be performed by Developer.

- B. This Agreement is a legal, valid and binding obligation of Developer, and, upon due execution and delivery by the parties thereto, all agreements, instruments and documents to be executed by Developer in connection with the transactions contemplated hereby will be legal, valid and binding obligations of Developer, each enforceable against Developer in accordance with its terms. Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of New York, has all requisite power and authority to own, operate and lease its properties and to carry on its business as now conducted, or as contemplated to be conducted by the terms hereof.
- C. The Developer has full power and authority to execute, deliver and perform its obligations under this Agreement and all agreements, instruments and documents contemplated hereby, and all actions of Developer necessary for such execution, delivery and performance of this Agreement and the transactions contemplated hereby have been duly taken.
- D. The Developer has good, valid and marketable title to the Development Area free and clear of all liens, claims, charges or encumbrances, except for Permitted Encumbrances as described in the Development Plan.

ARTICLE IV

REMEDIES

401. Right to Terminate.

- A. Without limiting, and in addition to any other rights and remedies available to the County pursuant to this Agreement, the Easement, the Note, the Mortgage or the Covenants & Restrictions, and unless an extension of time has been granted by the Director or as otherwise permitted, in the event that Developer shall fail to effect the Completion of Construction within the time specified in Section 201(A), and in accordance with the Development Plan, or has otherwise defaulted in its obligations hereunder, and if such failure is not remedied within sixty (60) days after the Director has provided written notice of such failure, then the County shall have the right to terminate this Agreement and the County shall have no further obligation pursuant to this Agreement or otherwise, including, without limitation any obligation to provide the Infrastructure Subsidy. Notwithstanding anything to the contrary herein, if the condition giving rise

to the County's right to terminate is such that correction or cure is impossible or impracticable to complete within 60 days after notice, then Developer shall be obligated to commence to cure or correct the condition within such 60-day period and thereafter diligently to prosecute the cure or correction of such condition to completion and County shall not have the right to terminate this Agreement for so long as Developer is diligently prosecuting to cure or correct such condition. It is the intent of this Agreement that the County's obligation to Developer shall be made upon the condition that, if any default, failure, violation, or other action or inaction by Developer is not remedied, ended or abrogated within the period provided, if any, and in the manner stated, the Department, at its option may declare a termination of this Agreement, and the County's obligation's hereunder shall terminate, but such termination shall not limit any other rights or remedies available to the County pursuant to this Agreement, at law or in equity.

B. (1) It is understood and agreed that the Developer is entering into this Agreement and is willing to be bound by the terms and conditions contained herein in consideration for the County's agreement to provide additional funding for the project pursuant to the Home Investment Partnership Program ("HOME") in the amount of Five Hundred Fifty Thousand (\$550,000.00) Dollars. It is understood and agreed that this HOME funding is to be made available no later than the Closing Date specified in this Development Agreement.

(2) In the event the HOME grant is not provided to the Developer as set forth in subparagraph B(1) above for any reason, Developer shall have the right to terminate this Agreement upon written notice to the County in accordance with Section 515 herein ("Notice to Terminate"). As long as no funding has been provided by the County to Developer pursuant to this Agreement, then upon the County's receipt of the Notice to Terminate, the County shall take all necessary measures and execute all necessary documents which may be required to cancel or otherwise remove any liens which may have been imposed on the Development Area pursuant to this Agreement. Upon the removal of any such liens or encumbrances, this Agreement shall be terminated and neither party shall have any rights or obligations with regard to the other.

ARTICLE V

GENERAL PROVISIONS

501. Non-Discrimination. Developer covenants and agrees, for and on behalf of itself, its affiliates, successors and assigns, lessees, agents, contractors and subcontractors and every successor in interest to the Development Area, or any

part thereof, to be bound by the following covenants, which shall be binding for the benefit of the County and enforceable by the County to the fullest extent permitted by law and equity:

- A. Non-Discrimination in Employment and Affirmative Action. In connection with the performance of this Agreement there shall be no discrimination against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, and Developer will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation any of which shall be intended to overcome the effects of intentional or unintentional discrimination.
- B. Non-Discrimination in Services. Developer, its successors and assigns, and any lessees of the Development Area or any improvements erected, or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Development Area or any improvements erected or to be erected thereon, or any part thereof shall have the effect of discrimination because of race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status, nor utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status. Further, during the performance of this Agreement:
1. Developer shall not, on the grounds of race, creed, color, national origin, sex, age disability, sexual orientation, military status or marital status:
 - a. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - b. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

- c. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - e. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
2. The Developer shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status in determining:
- a. the types of service(s) or other benefits to be provided; or
 - b. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - c. the class of individuals to be afforded an opportunity to receive service(s).
- C. The Developer, its successors and assigns, and any lessees of the Development Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Paragraphs 501(A) and (B) in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Development Area or any improvements erected or to be erected thereon, or any part thereof.
- D. Developer agrees that compliance with this Section 501 constitutes a material term of this Agreement, and that it is binding upon the Developer, its affiliates, successors, transferees, and assignees for the period of this Agreement. The Developer also understands that the County may, at its discretion, seek a court order requiring compliance with the terms of this Section 501 or seek other appropriate judicial relief.

502. Gratuities and Disclosure Statement.

- A. Gratuities. Developer represents and warrants, and shall require its successors and assigns to represent and warrant, that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 664 of the Suffolk County Code).

- B. Disclosure Statement. Developer represents and warrants, and shall require its successors and assigns to represent and warrant, that, unless exempt, they have filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. Developer acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which, inasmuch as actual damages shall be difficult or impossible to calculate, the County shall be entitled, upon a determination that such breach has occurred, to liquidated monetary damages, in addition to other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

503. Conflicts of Interest.

- A. Developer agrees that it will not, during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.

- B. Developer may not simultaneously represent other clients in matters or proceedings adverse to the County or its agencies without the prior written approval of the County. The representation of any individual in a dispute concerning the legal relationship between the individual and the County or its agencies would also create a conflict that will require disqualification.

- C. Developer is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the term of this Agreement. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

504. Confidentiality. Any records, reports or other documents of the County or any of its agencies used by Developer pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.
505. Prohibition Against Contracting with Corporations that Reincorporate Overseas Developer represents that it is in compliance with Suffolk County Administrative Code §§ A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law to Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.
506. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003. Developer represents and warrants that it has read and is familiar with the requirements of Chapter 803 of the Code of Suffolk County "Use of County Resources to Interfere with Collective Bargaining Activities." Developer shall fully comply with the requirements of Local Law No. 26-2003.
507. Certification as to Relationships. Pursuant to Suffolk County Code Chapter 189, the Parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial economic or financial relationship between the Parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five (5%) percent or more of any Party to this Agreement.
508. Use of Funds in Prosecution of Civil Actions Prohibited. Pursuant to the Suffolk County Code § 893-3, Developer represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.
509. Suffolk County Local Laws. Suffolk County Local Laws, Rules and Regulations can be found on the internet at <http://legis.suffolkcountyny.gov/main.html>. Click on "Search the Laws of Suffolk County" or at <http://www.ecode360/SU0867>.
510. Survival. None of the provisions of this Agreement are intended to or shall be merged or ended by reason of any deed transferring title to the Development Area from the County to Developer or any successor in interest, nor by any

closing on the Note and Mortgage contemplated hereby, and any such deed or closing shall not be deemed to affect or impair the provisions and covenants of this Agreement, all of which shall survive the delivery of the deed and the closing.

511. Binding Effect. This Agreement shall inure to the benefit of and be binding upon any successor or assign of any Party, but this provision shall not operate to permit any assignment or other voluntary transfer of any rights created hereunder except in such manner as may be expressly permitted by this Agreement.
512. Execution of Documents.
- A. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.
- B. 1. Subsequent to the full execution of this Agreement, the Commissioner of the Department or the Director may execute on behalf of County such agreements, documents or instruments as are necessary or desirable to accomplish the purposes of the Project.
2. Subsequent to the full execution of this Agreement, the chief executive officer of the Developer, on behalf of the Developer, may execute such agreements, documents or instruments as are necessary or desirable to accomplish the purposes of the Project.
513. County Employees. No official or employee of the County shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement or any agreement arising out of or through this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No person hired by the Developer shall be considered employees of the County for any purpose whatsoever.
514. Headings. Any headings or titles of the several parts, Articles, Paragraphs, Subparagraphs and Sections of this Agreement are for convenience only and shall be disregarded in construing or interpreting any of its provisions.
515. Notices. Any communication, notice, claim for payment, report or other submission, including but not limited to, submissions regarding insurance,

indemnification and/or termination, necessary or required to be made by the Parties regarding this Agreement shall be in writing and shall be given to the County and Developer or their designated representative at the following addresses or at such other address that may later be specified in writing by the Parties and must be delivered as follows:

A. Notices Relating to Payments, Reports, or Other Submissions:

**For the COUNTY and the DEPARTMENT:
By registered or certified mail, return receipt requested in postpaid envelope or by nationally recognized courier service,**

Suffolk County Department of
Economic Development and Planning
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attention: Jill Rosen-Nikoloff, Director of Real Estate

and

Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 1178
Attention: Dennis M. Brown, County Attorney

FOR DEVELOPER:

By registered or certified mail, return receipt requested in Postpaid Envelope or by nationally recognized courier service

Woolworth Revitalization, LLC
130 East Main Street
Riverhead, New York 11901
Attention: Michael Butler

and

Stephen B. Latham, Esq.
Twomey, Latham, Shea, Kelley, Dubin & Quartararo, LLP
33 West Second Street
P.O. Box 9398
Riverhead, New York 11901-9398

B. Notices Relating to Litigation.

1. Any notice by any party to another with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.
2. In the event Developer receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Developer shall immediately forward to the County Attorney, at the addresses set forth in Paragraph A above, copies of all papers filed by or against the Developer. Notices shall be as provided in Paragraph A above.

The notice shall also be given to interested parties in accordance with Section 401 above.

Each Party shall give prompt written notice to the other Party of the appointment of successor(s) to the designated contact person(s) or in the

event of a change of address or contact, which such address or contact shall thereafter be the address or contact to which notices are sent.

516. No Implied Waiver. No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.
517. Entire Agreement. This Agreement contains the entire understanding between the Parties and may not be amended or modified except by an instrument in writing duly executed by all of the Parties.
518. Severability. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
519. Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall read and shall be enforced as though so included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement shall be deemed to be amended to make such insertion or correction so as to comply strictly with the law and without prejudice to the rights of either Party hereunder.
520. Unlawful Provisions Deemed Stricken. If this Agreement contains any unlawful provision not an essential part of this Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either Party, be deemed stricken from this Agreement without affecting the binding force of the remainder.
521. Claims and Actions.
- A. No Claims and Action Officers, Agents or Employees. No claim whatsoever shall be made by Developer, its successors or assigns,

against any officer, agent or employee of the County for, or on account of, anything done or omitted to be done in connection with this Agreement.

- B. Cooperation. If any action is brought against the County, and the action relates in any way to this Agreement or the Development Area and the County and the Developer are not adverse parties in that action, then the Developer shall diligently render to the County without additional compensation, any and all assistance which the County may require, including but not limited to indemnification for all costs and expenses of the County, and its reasonable attorneys' fees.
- C. Reports of Actions. Developer shall report to the County in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to this Agreement or the Development Area.
- D. All Rights Reserved. Each and every defense, right and remedy that the County has under this Agreement is not exclusive and is in addition to and concurrent with all other defenses, rights and remedies which the County has under this Agreement and which the County otherwise has, will have, or may have under law, equity or otherwise.
- E. Insurance and Indemnification.
1. Prior to commencement of any work hereunder, Developer agrees to procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. Developer agrees to require that all of its subcontractors, in connection with work performed for the Developer related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the County. Unless otherwise specified by the County and agreed to by Developer in writing, such insurance shall be as follows:
 - a. Commercial General Liability Insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (2,000,000.00) per occurrence for property damage.
 - b. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily

injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- c. Workers' Compensation And Employer's Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law. Municipality, if applicable and Developer shall furnish to the County, prior to its execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless Developer, its successors, assigns, contractors or subcontractors, shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. All policies shall be issued by insurance companies with an A.M. Best rating of A- or better which are licensed to do business in the State of New York. Developer shall furnish to County, Declaration Pages for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and Developer shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy. All such Declaration Pages, certificates or other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and/or other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices" in Section 508, or at such other address of which the County shall have given Developer, notice in writing. If Developer, has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies. Developer shall also require its successors, assigns, contractors and subcontractors to provide insurance coverage in like amounts and quality and naming the County of Suffolk as an additional insured.

3. In the event Developer, its successors, assigns, contractors, subcontractors, shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due under this Agreement or any other agreement between the County and the Developer.
4. Furthermore, Developer agrees that it shall protect, defend, indemnify and hold harmless the County, its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Developer, or their affiliates, agents, lessees, officers, members, officials, employees, contractors or subcontractors, in connection with the services and transactions described or referred to in this Agreement. Developer shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the Developer, its affiliates, agents, officers, members, officials, employees, lessees, contractors, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

F. Choice of Law and Consent to Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law provisions. Venue shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

G. Cooperation on Claims. Each of the Parties agrees to render truthfully and diligently to the other Party, without additional compensation, any and all cooperation, that may be required to defend the other Party, its employees and designated representatives against any claim, demand or action that may be brought against the other Party, its employees or designated representatives in connection with this Agreement.

522. Merger. It is expressly agreed that this Agreement represents the entire agreement of the Parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both Parties. Any and all prior writings, or agreements including, without limitation, oral communications, discussions,

negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

523. No Commission. No brokerage or any other fee or compensation shall be due or payable by the County for this transaction.
524. Arrears. Developer warrants that it is not in arrears to County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to or contract with the County.
525. Withholding of Funds and Set-Off Rights. The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to Developer under this Agreement up to any amounts due and owing to the County with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day of _____, 2013

COUNTY OF SUFFOLK

By: _____

Name: _____

Title: Deputy County Executive

WOOLWORTH REVITALIZATION, LLC

By: _____

Name: Michael Butler

Title: Managing Member

APPROVED:

**DEPARTMENT OF ECONOMIC
DEVELOPMENT AND
PLANNING**

By: _____

Name: Jill Rosen-Nikoloff

Title: Director of Real Estate

**APPROVED AS TO LEGALITY:
DENNIS M. BROWN,
SUFFOLK COUNTY ATTORNEY**

By: _____

Name: Robert A. Braun

Title: Assistant County Attorney

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the ____ day of ____ in the year 2013 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of Individual
Taking Acknowledgement

STATE OF NEW YORK)
) ss.:
COUNTY OF SUFFOLK)

On the ____ day of ____ in the year 2013 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of Individual
Taking Acknowledgment

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. - 2 nd Floor Hauppauge	Department Contact Person (Name & Phone No.): Jill Rosen-Nikoloff Director of Real Estate 853-6420
---	--

Suggestion Involves:

Technical Amendment _____ Grant Award _____ _____	New Program _____ Contract: New _____ Rev. _____
---	---

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

To authorize funding of infrastructure improvements, in an amount up to \$250,000.00, and oversight of real property under the Suffolk County Affordable Housing Opportunities Program for redevelopment of the Old Woolworth Building in downtown Riverhead and to permit execution of agreements in connection therewith

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

2093

Intro. Reso. No. - 2013

Laid on the Table

12/3/13

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2013, APPROPRIATING FUNDS IN CONNECTION WITH THE PECONIC BAY ESTUARY PROGRAM (CP 8235)

WHEREAS, funds were adopted in the 2013 Capital Budget for the Peconic Bay Estuary Program; and

WHEREAS, these funds will be used for engineering designs and necessary permits to begin the habitat restoration at fish passage at the Forge Road Dam; and

WHEREAS, there are sufficient funds within the 2013 Capital Budget and Program to cover the cost of said request under Capital Program Number 8235; and

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

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

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty (60) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 and as amended by Resolution No. 461-2006; and be it further

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

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

<u>Project Number</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8235.117	40	Peconic Bay Estuary Program	\$200,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

**2013 Intergovernmental Relations
Memorandum of Support**

TITLE OF BILL: Appropriating funds in connection with the Peconic Bay Estuary Program (CP 8235).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to appropriate funds to capital project 8235 and will be used for engineering designs and necessary permits to begin the habitat restoration at fish passage at the Forge Road Dam.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This Resolution is needed to appropriate funds to capital project 8235. These funds will be used for engineering designs and necessary permits to begin the habitat restoration at fish passage at the Forge Road Dam.

FISCAL IMPLICATIONS: Serial bonds and related debt service.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

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

To: Diane Weyer
Principal Financial Analyst

From: Walter Dawydiak, Jr., P.E., J.D.
Acting Director, Division of Environmental Quality

Date: June 7, 2013

Subject: **Request for Introductory Resolution for Adopted 2013 CP 8235 – Peconic Estuary Program; \$200,000**

I request drafting of a revised Introductory Resolution for the Adopted 2013 CP 8235. The resolution would appropriate \$200,000 for the Peconic Estuary Program (PEP). The Department has determined that other funding will be sought for the Economic Valuation project originally proposed. This request has been revised to incorporate a habitat restoration project that was slated for future Suffolk County capital funding and is a PEP Management Committee priority. This amount will be designated for a contract to provide final engineering designs, and obtain all necessary permits for the construction of a fish passage at the Forge Road Dam. An RFP process will be used to select an appropriate contractor.

Project Description:

The health of the Peconic Estuary is central to the environment, economy, and quality of life on Long Island. The Peconic Estuary Program (PEP) brings together all levels of government, as well as scientists and a broad range of private stakeholders, to protect and restore the environmental quality of the Peconic Estuary.

The Peconic Estuary Program, in which Suffolk County is a key partner, has prioritized the restoration of critical migratory fish habitat in the Peconic River. River herring, spend much of their life in the open ocean, but must swim upstream each spring to reproduce in freshwater. River herring are currently listed as a *species of concern* and are a candidate for listing as an *endangered species* by the federal Endangered Species Act.

The Peconic River was once a good spawning habitat for these fish, but like many rivers and streams in the United States, dams now block fish access to upstream areas for reproduction. In 2010, a rock-ramp fish passage was completed in Grangebél Park in Riverhead by a broad group of public and private partners, including Suffolk County and Peconic Estuary Program. Since its completion, this award winning project



◆ OFFICE OF THE ACTING DIRECTOR ◆
DIVISION OF ENVIRONMENTAL QUALITY - 360 YAPHANK AVENUE ~ YAPHANK, NY 11980

☎ (631) 852.5800/FAX: (631) 852.5825

Diane Weyer
Principal Financial Analyst
June 7, 2013
Page Two

has brought tens of thousands of fish back to the Peconic River, but other dams remain between the ocean and prime freshwater habitat. It is the goal of the Peconic Estuary Program, and its partners, to restore fish passage throughout the Peconic River.

Early in 2013, the Peconic Estuary Program completed a conceptual design to assess feasibility and approximate costs of restoring fish passage at the Forge Road Dam. This project would provide access to 107 acres of habitat in Peconic Lake for river herring, and would facilitate movement of American Eels and other non-migratory species. We are seeking funding to complete the required engineering designs and obtain the necessary permits for this project.

An investment of Suffolk County Capital funds at this stage will make the project "shovel ready", allowing the Program partners to seek additional funds for construction. Funding for this project can be used as part of the required non-federal match for the annual \$600,000 National Estuary Program (NEP) grant from the US EPA. To date, Suffolk County has received approximately \$10 million in EPA funding to protect and restore the Peconic Estuary, and this funding is expected to continue indefinitely as long as Suffolk County provides match.

WD/kn

C: James L. Tomarken, MD, MPH, MBA, MSW, Commissioner
Barry S Paul, Deputy Commissioner
Liza Wright, Senior Budget Analyst
Chris Lubicich, PE, Chief - Office of Ecology
Alison Branco, Marine Biologist; Director, Peconic Estuary Program

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 Health Services
3500 Sunrise Hwy, Suite 124, Great River, NY 11739

Department Contact Person
(Name & Phone No.):
Walter Dawydiak
852-5800

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New X Rev.)

Other

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

This legislation is needed to appropriate funds for capital project 8235 the Peconic Bay Estuary Program. These funds will be used for engineering designs and necessary permits to begin the habitat restoration at fish passage at the Forge Road Dam.

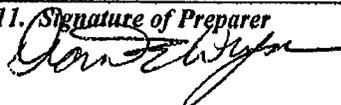
Proposed Changes in Present Statute: (Please specify section when possible.)

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

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

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

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/>	Local Law <input type="checkbox"/>	Charter Law <input type="checkbox"/>
2. Title of Proposed Legislation Appropriating funds in connection with the Peconic Bay Estuary Program (CP 8235).		
3. Purpose of Proposed Legislation This legislation is needed to appropriate funds for capital project 8235 the Peconic Bay Estuary Program. These funds will be used for engineering designs and necessary permits to begin the habitat restoration at fish passage at the Forge Road Dam.		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County <input checked="" 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 type="checkbox"/>	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred over the life of the bonds.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. See attached Debt Schedule		
8. Proposed Source of Funding Serial bonds		
9. Timing of Impact 2013-14		
10. Typed Name & Title of Preparer Diane E. Weyer Principal Financial Analyst	11. Signature of Preparer 	12. Date 6/10/13

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 11, 2013

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to appropriate funds in connection with the Peconic Bay Estuary Program (CP 8235). These funds will be used for engineering designs and necessary permits to begin the habitat restoration at fish passage at the Forge Road Dam.

I enclose the financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Walter Dawydiak at 2-5800. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-CP 8235 PEP2.docx."

Sincerely,

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

Enclosures

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



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

RESOLUTION NO. -2013, APPROPRIATING FUNDS IN CONNECTION WITH RESTORATION OF WEST NECK FARM (AKA COINDRE HALL), HUNTINGTON (CP 7096)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for construction for Restoration of West Neck Farm (aka Coindre Hall), which includes the Boathouse; and

WHEREAS, there are sufficient funds within the 2013 Capital Budget and Program to cover the cost of said improvements under Capital Program Number 7096; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$300,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (18), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of thirty-eight (38), is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution 461-2006; and be it further

3rd RESOLVED, that the proceeds of \$300,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7096.115 (Fund 001 Debt Service)	26	Construction for Restoration of West Neck Farm, Huntington, Construction-Restoration of Boathouse	\$300,000

DATED:

APPROVED:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2013, APPROPRIATING FUNDS IN CONNECTION WITH RESTORATION OF WEST NECK FARM (AKA COINDRE HALL), HUNTINGTON (CP 7096)		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
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		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
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
Nicholas Paglia Asst Executive Analyst		November 27 th 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
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 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: \$300,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$56,056.35	\$10,200.00	\$66,256.35	\$66,256.35
			\$4,147.04	\$4,147.04	
5/1/2016	3.000%	\$57,962.26	\$4,147.04	\$62,109.31	\$66,256.35
			\$3,161.68	\$3,161.68	
5/1/2017	3.000%	\$59,932.98	\$3,161.68	\$63,094.66	\$66,256.35
			\$2,142.82	\$2,142.82	
5/1/2018	4.000%	\$61,970.70	\$2,142.82	\$64,113.52	\$66,256.35
			\$1,089.32	\$1,089.32	
5/1/2019	4.000%	\$64,077.71	\$1,089.32	\$65,167.03	\$66,256.35
5/1/2020		\$300,000.00	\$31,281.74	\$331,281.74	\$331,281.74
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2013 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: Approving and appropriating funds in connection with RESTORATION OF WEST NECK FARM (aka COINDRE HALL), HUNTINGTON (CP 7096)

PURPOSE OR GENERAL IDEA OF BILL: To approve and appropriate funds adopted in the 2013 Capital Budget to allow for stabilization, restoration and renovation of various buildings located on the West Neck Farm property located in Huntington.

SUMMARY OF SPECIFIC PROVISIONS: This resolution appropriates the funds adopted in the 2013 Capital Budget in connection with the stabilization, restoration and renovation of various buildings located on the West Neck Farm property.

JUSTIFICATION: The Department is charged with the stabilization, restoration, and renovation of the West Neck Farm property and the buildings on it. This funding allows the Department to fulfill this responsibility.

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred by the County over the life of the bonds.



COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: JON SCHNEIDER, Deputy County Executive

FROM: GREG DAWSON, Commissioner

CC: DENNIS M. COHEN, Chief Deputy County Executive
LISA SANTERAMO, Asst. Deputy County Executive
TOM VAUGHN, Director of Intragovernmental Relations

DATE: November 26, 2013

RE: **INTRODUCTORY RESOLUTION APPROPRIATING FUNDS IN
CONNECTION WITH RESTORATION OF WEST NECK FARM (aka
COINDRE HALL), HUNTINGTON (CP 7096)**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds for CP 7096 West Neck Farm.doc".

Should you require anything further, please contact my office at 4-4984.

Enclosures



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

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

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

Technical Amendment _____	New Program _____
Grant Award _____	Contract _____
	New _____
	Rev. _____
	Other <input checked="" type="checkbox"/> X

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

Legislation is needed to appropriate funds for CP 7096 – Restoration of West Neck Farm, Huntington.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

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

Intro. Res. No. ²⁰⁹⁵-2013
Introduced by Presiding Officer on request of the County Executive

Laid on Table 12/3/2013

**RESOLUTION NO. -2013, AMENDING THE 2013
CAPITAL BUDGET AND PROGRAM AND APPROPRIATING
FUNDS IN CONNECTION WITH CONSTRUCTION OF
MAINTENANCE AND OPERATIONS FACILITIES – CHARLES R.
DOMINY COUNTY PARK (WEST SAYVILLE COUNTRY CLUB),
WEST SAYVILLE, TOWN OF ISLIP (CP 7173)**

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for the extension of an existing maintenance building and construction of two additional structures at Charles R. Dominy County Park (West Sayville Country Club), West Sayville, Town of Islip; and

WHEREAS, sufficient funds are not included in the 2013 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

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

WHEREAS, the County Legislature, by resolution of even date herewith has authorized the issuance of \$450,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, pursuant to State Environmental Quality Review Act Environmental Conservation Law, Article 8 (hereinafter "SEQRA"), Resolution Number 985-2008 determined that the Proposed Extension of an Existing Maintenance Building and Construction of Two Additional Structures at Charles R. Dominy County Park, (West Sayville Country Club), West Sayville, Town of Islip constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code, which project will not have significant adverse impacts on the environment for the following reasons:

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

- 5.) Additional coniferous plantings will be installed to both restore the historic "pinetum" and further screen the maintenance area from the rest of the park; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty (40) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution 461-2006; and be it further

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

Project No.: 7510
Project Title: Historic Restoration and Preservation Fund

	<u>Total Est'd Cost</u>	<u>Current 2013 Capital Budget & Program</u>	<u>Revised 2013 Capital Budget & Program</u>
1. Planning	\$ 409,000	\$ 25,000B	\$0B
3. Construction	<u>\$8,237,000</u>	<u>\$425,000B</u>	<u>\$0B</u>
TOTAL	\$8,646,000	\$450,000	\$0

Project No.: 7173
Project Title: Construction of Maintenance and Operations Facilities

	<u>Total Est'd Cost</u>	<u>Current 2013 Capital Budget & Program</u>	<u>Revised 2013 Capital Budget & Program</u>
3. Construction	<u>\$4,240,000</u>	<u>\$0B</u>	<u>\$450,000B</u>
TOTAL	\$4,620,000	0	\$450,000

and be it further

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

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7173.314 (Fund 001 Debt Service)	26	Construction of Maintenance and Operations Facilities Charles R. Dominy County Park (West Sayville Country Club)	\$450,000

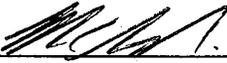
Date:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2013, AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION OF MAINTENANCE AND OPERATIONS FACILITIES – CHARLES R. DOMINY COUNTY PARK (WEST SAYVILLE COUNTRY CLUB), WEST SAYVILLE, TOWN OF ISLIP (CP 7173)		
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 PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
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
Nicholas Paglia Asst Executive Analyst		November 27 th 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
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 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: 15
 Amount to Bond: \$450,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$22,894.18	\$16,875.00	\$39,769.18	\$39,769.18
			\$8,008.23	\$8,008.23	
5/1/2016	3.000%	\$23,752.71	\$8,008.23	\$31,760.94	\$39,769.18
			\$7,562.87	\$7,562.87	
5/1/2017	3.000%	\$24,643.43	\$7,562.87	\$32,206.30	\$39,769.18
			\$7,100.81	\$7,100.81	
5/1/2018	4.000%	\$25,567.56	\$7,100.81	\$32,668.37	\$39,769.18
			\$6,621.41	\$6,621.41	
5/1/2019	4.000%	\$26,526.35	\$6,621.41	\$33,147.76	\$39,769.18
			\$6,124.05	\$6,124.05	
5/1/2020	4.000%	\$27,521.08	\$6,124.05	\$33,645.13	\$39,769.18
			\$5,608.03	\$5,608.03	
5/1/2021	4.000%	\$28,553.12	\$5,608.03	\$34,161.15	\$39,769.18
			\$5,072.65	\$5,072.65	
5/1/2022	4.000%	\$29,623.87	\$5,072.65	\$34,696.52	\$39,769.18
			\$4,517.21	\$4,517.21	
5/1/2023	4.000%	\$30,734.76	\$4,517.21	\$35,251.97	\$39,769.18
			\$3,940.93	\$3,940.93	
5/1/2024	4.000%	\$31,887.32	\$3,940.93	\$35,828.25	\$39,769.18
			\$3,343.04	\$3,343.04	
5/1/2025	4.000%	\$33,083.09	\$3,343.04	\$36,426.13	\$39,769.18
			\$2,722.74	\$2,722.74	
5/1/2026	4.000%	\$34,323.71	\$2,722.74	\$37,046.44	\$39,769.18
			\$2,079.17	\$2,079.17	
5/1/2027	4.000%	\$35,610.84	\$2,079.17	\$37,690.01	\$39,769.18
			\$1,411.46	\$1,411.46	
5/1/2028	4.125%	\$36,946.25	\$1,411.46	\$38,357.71	\$39,769.18
			\$718.72	\$718.72	
5/1/2029	4.125%	\$38,331.74	\$718.72	\$39,050.46	\$39,769.18
5/1/2030		\$450,000.00	\$146,537.63	\$596,537.63	\$596,537.63
5/1/2031					
5/1/2032					

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2013 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2013 Capital Budget and Program and appropriating funds in connection with construction of maintenance and operations facilities – Charles R. Dominy County Park (West Sayville Country Club), West Sayville, Town of Islip (CP 7173)

PURPOSE OR GENERAL IDEA OF BILL: To amend the 2013 Capital Budget and Program and appropriate the funds for this Capital project.

SUMMARY OF SPECIFIC PROVISIONS: This resolution amends the 2013 Capital Budget and Program and appropriates funds for construction of a maintenance and operations facility at Charles R. Dominy County Park (West Sayville Country Club).

JUSTIFICATION: This resolution will allow the Department to complete the expansion of the existing facility so that it can store the numerous pieces of golf course equipment that is now stored outside and subject to the elements. It will also allow the Department to properly store pesticides, fertilizers, and bulk materials utilized at the golf course.

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred by the County over the life of the bonds.

COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

**DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION**

GREG DAWSON
COMMISSIONER

TO: JON SCHNEIDER, Deputy County Executive

FROM: GREG DAWSON, Commissioner

CC: DENNIS M. COHEN, Chief Deputy County Executive
LISA SANTERAMO, Assistant Deputy County Executive
TOM VAUGHN, Director of Intragovernmental Relations

DATE: November 26, 2013

**RE: INTRODUCTORY RESOLUTION AMENDING THE 2013 CAPITAL BUDGET
AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH
CONSTRUCTION OF MAINTENANCE AND OPERATIONS FACILITIES –
CHARLES R. DOMINY COUNTY PARK (WEST SAYVILLE COUNTRY CLUB),
WEST SAYVILLE, TOWN OF ISLIP (CP 7173)**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds for CP 7173 Maintenance Facilities.doc."

The Parks Department seeks \$450,000 in construction funding for the extension of an existing maintenance building and construction of two additional buildings at Charles R. Dominy County Park (West Sayville Country Club), West Sayville, Town of Islip.

Should you require anything further, please contact my office at 4-4984.



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

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

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

Technical Amendment _____	New Program _____
	Contract _____
Grant Award _____	New _____
	Rev. _____
	Other <input checked="" type="checkbox"/> X

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

The resolution will amend the 2013 Capital Budget and Program and appropriate funds for construction of a maintenance and operations facility at Charles R. Dominy County Park (West Sayville Country Club).

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2013, APPROPRIATING FUNDS
IN CONNECTION WITH IMPROVEMENTS TO WATER SUPPLY
SYSTEMS IN COUNTY PARKS (CP 7184)**

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for improvements to the water supply systems in County Parks; and

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

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$50,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being lead agency under the State Environmental Quality Review Act (SEQRA) Environmental Conservation Law, Article 8, hereby finds and determines that this law constitutes a Type II action under the provisions of Title 6 NYCRR 617.5 (C), (2), "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;" and Part 617.5 (C), (11) "extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list;" and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of thirty-eight (38) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution 461-2006; and be it further

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

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7184.311 (Fund 001 Debt Service)	26	Improvements to Water Supply Systems in County Parks	\$50,000

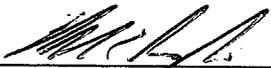
Date:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2013, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO WATER SUPPLY SYSTEMS IN COUNTY PARKS (CP 7184)		
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 PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
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
Nicholas Paglia Asst Executive Analyst		November 27 th 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
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 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: 40
 Amount to Bond: \$50,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
11/1/2014					
5/1/2015	2.000%	\$545.86	\$1,921.88	\$2,467.74	\$2,467.74
			\$950.45	\$950.45	
5/1/2016	3.000%	\$566.85	\$950.45	\$1,517.29	\$2,467.74
			\$939.55	\$939.55	
5/1/2017	3.000%	\$588.63	\$939.55	\$1,528.19	\$2,467.74
			\$928.24	\$928.24	
5/1/2018	3.000%	\$611.26	\$928.24	\$1,539.50	\$2,467.74
			\$916.49	\$916.49	
5/2/2019	3.000%	\$634.76	\$916.49	\$1,551.25	\$2,467.74
			\$904.29	\$904.29	
5/1/2020	3.000%	\$659.15	\$904.29	\$1,563.45	\$2,467.74
			\$891.62	\$891.62	
5/1/2021	3.000%	\$684.49	\$891.62	\$1,576.11	\$2,467.74
			\$878.47	\$878.47	
5/1/2022	3.000%	\$710.80	\$878.47	\$1,589.27	\$2,467.74
			\$864.81	\$864.81	
5/2/2023	3.000%	\$738.12	\$864.81	\$1,602.93	\$2,467.74
			\$850.62	\$850.62	
5/1/2024	3.000%	\$766.49	\$850.62	\$1,617.12	\$2,467.74
			\$835.89	\$835.89	
5/1/2025	3.250%	\$795.95	\$835.89	\$1,631.85	\$2,467.74
			\$820.60	\$820.60	
5/1/2026	4.000%	\$826.55	\$820.60	\$1,647.14	\$2,467.74
			\$804.71	\$804.71	
5/2/2027	4.000%	\$858.32	\$804.71	\$1,663.03	\$2,467.74
			\$788.21	\$788.21	
5/1/2028	4.000%	\$891.31	\$788.21	\$1,679.53	\$2,467.74
			\$771.08	\$771.08	
5/1/2029	4.000%	\$925.57	\$771.08	\$1,696.66	\$2,467.74
			\$753.30	\$753.30	
5/1/2030	4.000%	\$961.15	\$753.30	\$1,714.44	\$2,467.74
			\$734.82	\$734.82	
5/2/2031	4.000%	\$998.09	\$734.82	\$1,732.92	\$2,467.74
			\$715.64	\$715.64	
5/1/2032	4.000%	\$1,036.46	\$715.64	\$1,752.10	\$2,467.74
			\$695.72	\$695.72	
5/1/2033	4.000%	\$1,076.29	\$695.72	\$1,772.02	\$2,467.74
			\$675.04	\$675.04	
5/1/2034	4.000%	\$1,117.67	\$675.04	\$1,792.70	\$2,467.74
			\$653.56	\$653.56	
5/2/2035	4.250%	\$1,160.63	\$653.56	\$1,814.18	\$2,467.74
			\$631.25	\$631.25	
5/1/2036	4.250%	\$1,205.24	\$631.25	\$1,836.49	\$2,467.74
			\$608.09	\$608.09	
5/1/2037	4.250%	\$1,251.56	\$608.09	\$1,859.65	\$2,467.74
			\$584.03	\$584.03	
5/1/2038	4.250%	\$1,299.67	\$584.03	\$1,883.70	\$2,467.74
			\$559.06	\$559.06	
5/2/2039	4.250%	\$1,349.63	\$559.06	\$1,908.68	\$2,467.74
			\$533.12	\$533.12	
5/1/2040	4.250%	\$1,401.50	\$533.12	\$1,934.62	\$2,467.74
			\$506.18	\$506.18	
5/1/2041	4.250%	\$1,455.37	\$506.18	\$1,961.56	\$2,467.74
			\$478.21	\$478.21	
5/1/2042	4.250%	\$1,511.31	\$478.21	\$1,989.53	\$2,467.74
			\$449.17	\$449.17	
5/2/2043	4.250%	\$1,569.40	\$449.17	\$2,018.57	\$2,467.74
			\$419.01	\$419.01	
5/1/2044	4.250%	\$1,629.73	\$419.01	\$2,048.73	\$2,467.74
			\$387.68	\$387.68	
5/1/2045	4.500%	\$1,692.37	\$387.68	\$2,080.06	\$2,467.74
			\$355.16	\$355.16	
5/1/2046	4.500%	\$1,757.42	\$355.16	\$2,112.58	\$2,467.74
			\$321.38	\$321.38	
5/2/2047	4.500%	\$1,824.97	\$321.38	\$2,146.36	\$2,467.74
			\$286.31	\$286.31	
5/1/2048	4.500%	\$1,895.12	\$286.31	\$2,181.43	\$2,467.74
			\$249.89	\$249.89	
5/1/2049	4.500%	\$1,967.96	\$249.89	\$2,217.85	\$2,467.74
			\$212.07	\$212.07	
5/1/2050	4.500%	\$2,043.61	\$212.07	\$2,255.67	\$2,467.74
			\$172.79	\$172.79	
5/2/2051	4.500%	\$2,122.16	\$172.79	\$2,294.95	\$2,467.74
			\$132.01	\$132.01	
5/1/2052	4.500%	\$2,203.73	\$132.01	\$2,335.73	\$2,467.74
			\$89.65	\$89.65	
5/1/2053	4.500%	\$2,288.43	\$89.65	\$2,378.09	\$2,467.74
			\$45.67	\$45.67	
5/1/2054	4.500%	\$2,376.40	\$45.67	\$2,422.07	\$2,467.74
		\$50,000.00	\$48,709.58	\$98,709.58	\$98,709.58

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2013 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Improvements to Water Supply Systems in County Parks (CP 7184)

PURPOSE OR GENERAL IDEA OF BILL: To approve and appropriate funds adopted in the 2013 Capital Budget to allow for improvements to water supply systems in County Parks (CP 7184).

SUMMARY OF SPECIFIC PROVISIONS: This resolution appropriates the funds adopted in the 2013 Capital Budget in connection with improvements to water supply systems in County Parks (CP 7184).

JUSTIFICATION: The Department is responsible for providing and maintaining potable water on Parks properties. This project provides funding for the replacement of well water with public water at various facilities, the replacement of the water mains and distribution systems, the improvements of filtration systems, and the addition of RPZ valves where required and replacement of other water supply infrastructure. Because of the expansion of park areas used by the public, especially in campground areas, water mains will be extended to meet increasing demand.

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred by the County over the life of the bonds.



COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: JON SCHNEIDER, Deputy County Executive

FROM: GREG DAWSON, Commissioner

CC: DENNIS M. COHEN, Chief Deputy County Executive
LISA SANTERAMO, Asst. Deputy County Executive
TOM VAUGHN, Director of Intragovernmental Relations

DATE: November 27, 2013

RE: INTRODUCTORY RESOLUTION APPROPRIATING FUNDS IN
CONNECTION WITH IMPROVEMENTS TO WATER SUPPLY
SYSTEMS IN COUNTY PARKS (CP 7184)

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An email version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds in connection with Improvements to Water Supply Systems in County Parks (CP 7184).doc".

The 2013 Adopted Capital Budget includes funding for construction of improvements to water supply systems in County Parks. The Parks Department requests that these improvements be made at parks where water quantity, quality and accessibility are problems. Additional work would include replacing water mains, lines, installing RPZ valves and other work necessary as needed to provide park patrons with potable water.

Should you require anything further, please contact my office at 4-4984.

Enclosures



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 Parks, Recreation and Conservation PO Box 144 W. Sayville, NY 11796	Terry Maccarrone 854-4947

Suggestion Involves:

Technical Amendment _____

Grant Award _____

New Program _____

Contract _____

New _____

Rev. _____

Other X

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

Legislation is needed to appropriate funds in the 2013 Capital Program for CP 7184 –
Improvements to Water Supply Systems in County Parks.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

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

Intro. Res. No. 2097-2013
Introduced by Presiding Officer on request of the County Executive

Laid on Table 12/3/2013

**RESOLUTION NO. -2013, APPROPRIATING FUNDS
IN CONNECTION WITH CONSTRUCTION FOR BEACH
REPLENISHMENT AT MESCHUTT COUNTY PARK (CP
7163)**

WHEREAS, the Commissioner of Parks has requested funds for beach replenishment at Meschutt County Park; and

WHEREAS, this program will provide for the transport and deposit of sand by truck along the shoreline, to protect the park's facilities; and

WHEREAS, there are sufficient funds within the 2013 Capital Budget and Program to cover the construction cost under Capital Project 7163; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$50,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being lead agency under the State Environmental Quality Review Act (SEQRA) Environmental Conservation Law, Article 8, hereby finds and determines that this law constitutes a Type II action under the provisions of Title 6 NYCRR Part 617.5 (C), (2), "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any thresholds in section 617.4 of this Part;" and the Legislature has no further responsibilities under SEQRA; and be it further

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

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

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7163.313 (Fund 001 Debt Service)	56	Beach Replenishment at Meschutt County Park	\$50,000

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		
RESOLUTION NO. -2013, APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION FOR BEACH REPLENISHMENT AT MESCHUTT COUNTY PARK (CP 7163)		
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 PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
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
Nicholas Paglia Asst Executive Analyst		November 27 th 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
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 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:	\$50,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$9,342.72	\$1,700.00	\$11,042.72	\$11,042.72
			\$691.17	\$691.17	
5/1/2016	3.000%	\$9,660.38	\$691.17	\$10,351.55	\$11,042.72
			\$526.95	\$526.95	
5/1/2017	3.000%	\$9,988.83	\$526.95	\$10,515.78	\$11,042.72
			\$357.14	\$357.14	
5/1/2018	4.000%	\$10,328.45	\$357.14	\$10,685.59	\$11,042.72
			\$181.55	\$181.55	
5/1/2019	4.000%	\$10,679.62	\$181.55	\$10,861.17	\$11,042.72
5/1/2020		\$50,000.00	\$5,213.62	\$55,213.62	\$55,213.62
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2013 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: Approving and appropriating funds in connection with Meschutt Beach Replenishment CP 7163

PURPOSE OR GENERAL IDEA OF BILL: To approve and appropriate funds adopted in the 2013 Capital Budget to allow for beach replenishment at Meschutt County Park to protect park's facilities.

SUMMARY OF SPECIFIC PROVISIONS: This resolution appropriates the funds adopted in the 2013 Capital Budget in connection with beach replenishment (CP 7163).

JUSTIFICATION: The Department is responsible for the maintenance and protection of the shoreline at County beaches. This project provides funds for the purchase, transport and deposit of sand along the shoreline at Meschutt

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred by the County over the life of the bonds.



COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: JON SCHNEIDER, Deputy County Executive

FROM: GREG DAWSON, Commissioner

CC: DENNIS M. COHEN, Chief Deputy County Executive
LISA SANTERAMO, Asst. Deputy County Executive
TOM VAUGHN, Director of Intragovernmental Relations

DATE: November 27, 2013

RE: INTRODUCTORY RESOLUTION APPROPRIATING FUNDS IN
CONNECTION WITH BEACH REPLENISHMENT AT MESCHUTT COUNTY
PARK (CP 7163)

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds for CP 7163 Beach Replenishment at Meschutt County Park.doc."

The program will provide funding for beach replenishment at Meschutt County Park. The program will provide for the transport and deposit of sand by truck along the shoreline as part of the Meschutt County Park beach replenishment, to protect the park's facilities. This resolution seeks to appropriate \$50,000 in construction funds.

Should you require anything further, please contact my office at 4-4984.

Enclosures



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

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

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

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

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

To appropriate construction funds in connection with Beach Replenishment at Meschutt County Park (CP 7163).

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

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

2098

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

Laid on the Table 12/3/13

RESOLUTION NO. - 2013, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO ENVIRONMENTAL RECHARGE BASINS (CP 5072)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Improvements to Environmental Recharge Basins; and

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

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$415,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that the improvements to recharge basins constitutes a Type II action pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1), (2), (20) and (27) since the action involves a legislative decision concerning the maintenance, repair, replacement, rehabilitation or reconstruction of a structure in kind, on the same site. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-five (55) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Improvements to Environmental Recharge Basins, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the proceeds of \$415,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5072.312	50	Improvements to Environmental Recharge Basins	\$250,000
525-CAP-5072.501	50	Improvements to Environmental Recharge Basins	\$165,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**2013 - Improvements to County Environmental Recharge Basins
CP 5072**

CR #	Road/Limits	LD
2	Straight Path/Dixon Ave North Side of Imola Place in the vicinity Cabota Ave.	15
2	Straight Path at CR95 Little East Neck Road	15
43	Northville Turnpike East Side CR43 N/O Middle Road	1
83	North Ocean Ave. West Side South of LIRR	7

T MAY BE NECESSARY TO ADD AND/OR SUBSTITUTE OTHER LOCATIONS AND/OR REVISE LIMITS OF WORK DUE TO SEASONAL LIMITATIONS, CHANGES IN PRIORITIES, OR OTHER REQUIREMENTS AS DETERMINED BY THIS DEPARTMENT

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: April 26, 2013

RE: **Appropriating Funds in Connection with Improvements to Environmental Recharge Basins (CP 5072)**

Attached is a draft resolution and duplicate copy to appropriate the sum of \$415,000 for construction and equipment in connection with the above referenced project. There are sufficient funds included in the 2013 Capital Budget and Program for this project

This on-going project will improve the functionality, security, appearance and potential public health impacts of the County's recharge basins. The County maintains over 250 recharge basins, most of which are over 25 years old. The natural growth of vegetation has encroached into holding areas, reducing the natural recharge ability of the basins. The shedding of needles and leaves from the plantings, as well as the materials contained in the runoff from roadways, have caused the bottoms of the basins to become silted, limiting the recharge of water back into the ground. The vegetation has also encroached into the security fencing around the basins compromising the safety barriers around these sites. The heavy equipment required to perform this work includes pay loaders, commercial wood chippers, skid steer loaders and bulldozers.

A potential list of recharge basin locations is attached. *It may be necessary to add and/or substitute other locations and equipment due to seasonal limitations, changes in priorities or other requirements to be determined by this department.*

The Suffolk County Council on Environmental Quality has reviewed projects of this nature and has determined they constitute a Type II action and no further review is required.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5072.doc".

GA/CM/lb
attach.

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
William Colavito, Director of Highway Design
Cliff Mitchell, Highway Maintenance Supervisor
Charles Jaquin, Acting Head of Finance Division

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**2013 - Improvements to County Environmental Recharge Basins
CP 5072**

CR #	Road/Limits	LD
2	Straight Path/Dixon Ave	15
	North Side of Imola Place in the vicinity Cabota Ave.	
2	Straight Path	15
	at CR95 Little East Neck Road	
43	Northville Turnpike	1
	East Side CR43 N/O Middle Road	
83	North Ocean Ave.	7
	West Side South of LIRR	

T MAY BE NECESSARY TO ADD AND/OR SUBSTITUTE OTHER LOCATIONS AND/OR REVISE LIMITS OF WORK DUE TO SEASONAL LIMITATIONS, CHANGES IN PRIORITIES, OR OTHER REQUIREMENTS AS DETERMINED BY THIS DEPARTMENT

**2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO ENVIRONMENTAL RECHARGE BASINS (CP 5072)

PURPOSE OR GENERAL IDEA OF BILL: This on-going project will improve the functionality, security, appearance and potential public health impacts of the County's recharge basins. The heavy equipment required to perform this work includes pay loader, commercial wood chipper, skid steer loader and bulldozer.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project, there are no offsets needed.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to issue work orders for preventive maintenance.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

2099

Intro. Res. No. -2013

Laid on the Table

12/3/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, AMENDING THE 2013 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE IMPROVEMENTS TO BUILDINGS AND FACILITIES COUNTYWIDE (CP 1817)

WHEREAS, the Commissioner of Public Works has requested funds in connection with Improvements to Buildings and Facilities Countywide; and

WHEREAS, there are insufficient funds included in the Adopted 2013 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$450,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (2) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution concerns replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of forty-nine (49), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

Project No. 1664

Project Title: Energy Conservation at Various County Facilities

	Total Estimated Cost	Current 2013 Capital Program and Budget	Revised 2013 Capital Program and Budget
1. Planning	\$ 1,788,848	\$ 250,000B	\$ 250,000B
3. Construction	\$ 22,692,009	\$ 5,935,000B	\$ 5,485,000B
TOTAL	\$ 24,480,857	\$ 6,185,000	\$ 5,735,000

Project No. 1817
Project Title: Improvements to Buildings and Facilities Countywide

	<u>Total Estimated Cost</u>	<u>Current 2013 Capital Program and Budget</u>	<u>Revised 2013 Capital Program and Budget</u>
3. Construction	\$ <u>450,000</u>	\$ <u>0 B</u>	\$ <u>450,000B</u>
TOTAL	\$ 450,000	\$ 0	\$ 450,000

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

<u>Project No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1817.310 (Fund 001 Debt Service)	Improvements to Buildings and Facilities Countywide	\$450,000

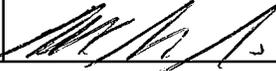
DATED:

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		
RESOLUTION NO. -2013, AMENDING THE 2013 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE IMPROVEMENTS TO BUILDINGS AND FACILITIES COUNTYWIDE (CP 1817)		
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 PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
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
Nicholas Paglia Asst Executive Analyst		November 29 th 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
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 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:	\$450,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$84,084.52	\$15,300.00	\$99,384.52	\$99,384.52
			\$6,220.56	\$6,220.56	
5/1/2016	3.000%	\$86,943.40	\$6,220.56	\$93,163.96	\$99,384.52
			\$4,742.53	\$4,742.53	
5/1/2017	3.000%	\$89,899.47	\$4,742.53	\$94,642.00	\$99,384.52
			\$3,214.23	\$3,214.23	
5/1/2018	4.000%	\$92,956.05	\$3,214.23	\$96,170.29	\$99,384.52
			\$1,633.98	\$1,633.98	
5/1/2019	4.000%	\$96,116.56	\$1,633.98	\$97,750.54	\$99,384.52
5/1/2020		\$450,000.00	\$46,922.61	\$496,922.61	\$496,922.61
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM OF SUPPORT

TITLE OF BILL: A resolution to appropriate funds in connection with Improvements to County Buildings and Facilities

PURPOSE OR GENERAL IDEA OF BILL: To authorize the issuance of Suffolk County Serial Bonds in connection with construction for miscellaneous building and facility upgrades.

SUMMARY OF SPECIFIC PROVISIONS: Work may include but not necessarily be limited to improvements to building systems (i.e., walls, HVAC, electrical, plumbing, fire alarm, fire sprinkler) generally of a minor nature within the existing building or facility footprint.

JUSTIFICATION: Miscellaneous upgrades to buildings and facilities are required from time to time without warranting a separate capital program for each project, similar to the County CP1732 Removal Toxic and Hazardous Material Program.

FISCAL IMPLICATIONS: No significant impact.

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P. E., Commissioner *Vincent Falkowski for*

DATE: November 27, 2013

RE: CP 1817 -- Improvements to Buildings and Facilities Countywide

Attached for your review is a draft resolution appropriating the sum of four hundred and fifty thousand dollars (\$450,000) into construction to make various improvements to miscellaneous County buildings and facilities. Normally funding for building or facility improvements would be appropriated into separate capital programs associated with those buildings or facilities. Improvements falling into the minor category do not necessarily warrant their inclusion in separate programs and are therefore requested to be appropriated herein.

This action is considered a Type II Action under SEQRA in accordance with NYCRR, Part 617.5(c)(2) in that the resolution concerns replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 1817-Imp Bldgs.doc.

cc: Dennis M. Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive/Commissioner Economic Development & Planning
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director, Intergovernmental Relations
Michael J. Monaghan, P.E., Chief Engineer
James J. Ingenito, R.A., County Architect
Charles Jaquin, General Services Manager
CE RESO Review (e-mail)

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

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

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

Submitting Department
(Department Name and Location):

Public Works, Yaphank, New York

Department Contact Person:
(Name and Phone Number):

Michael J. Monaghan, P.E.

631-852-4225

Suggestion Involves:

Technical Amendment _X_

New Program

Grant Award

Contract (New Rev.)

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

AMENDING THE 2013 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE IMPROVEMENTS TO BUILDINGS AND FACILITIES COUNTYWIDE (CP 1817)

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

2100

Intro. Res. No. -2013

Laid on Table

12/3/13

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2013, AMENDING THE 2013
CAPITAL BUDGET AND PROGRAM AND
APPROPRIATING FUNDS IN CONNECTION WITH AN
COUNTYWIDE REPLACEMENT OF COMPUTER
EQUIPMENT / INFRASTRUCTURE (CP 1816)**

WHEREAS, the Commissioner of Information Technology has requested the appropriation of funds in connection with the Countywide Replacement of Computer Equipment / Infrastructure; and

WHEREAS, there are insufficient funds included in the Adopted 2013 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

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

WHEREAS, this Countywide Replacement of Computer Equipment / Infrastructure will provide the needed computer equipment greater than five years old or beyond their usefulness, whereby are inefficient and outdated; exceptions to the five-year term will be allowable for certain equipment deemed essential for an early upgrade based upon Information Processing Committee Approval; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$1,000,000 in Suffolk County Serial Bonds; now, therefore be it

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

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-five(45), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

Project No.: 1664

Project Title: Energy Conservation at Various County Facilities Project

	Total Estimated Cost	Current 2013 Capital Program and Budget	Revised 2013 Capital Program and Budget
1. Planning	\$ <u>1,788,848</u>	\$ <u>250,000B</u>	\$ <u>250,000B</u>
3. Construction	\$ <u>23,142,009</u>	\$ <u>6,685,000B</u>	\$ <u>5,935,000B</u>
TOTAL	\$ <u>24,930,857</u>	\$ <u>6,935,000B</u>	\$ <u>6,185,000B</u>

Project No. 1814

Project Title: Suffolk County Telephony Structural Improvements

	Total Estimated Cost	Current 2013 Capital Program and Budget	Revised 2013 Capital Program and Budget
1. Planning	\$ <u>550,000</u>	\$ <u>250,000B</u>	\$ <u>0</u>
TOTAL	\$ <u>550,000</u>	\$ <u>250,000B</u>	\$ <u>0</u>

Project No. 1816

Project Title: Countywide Replacement of Computer Equipment / Infrastructure

	Total Estimated Cost	Current 2013 Capital Program and Budget	Revised 2013 Capital Program and Budget
5. Equipment	\$ <u>1,000,000</u>	\$ <u>0</u>	\$ <u>1,000,000B</u>
TOTAL	\$ <u>1,000,000</u>	\$ <u>0</u>	\$ <u>1,000,000</u>

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

<u>Project No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1816.510 (Fund 016 Debt Service)	Countywide Replacement of Computer Equipment / Infrastructure	\$1,000,000

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		
RESOLUTION NO. -2013, AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH AN COUNTYWIDE REPLACEMENT OF COMPUTER EQUIPMENT / INFRASTRUCTURE (CP 1816)		
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 PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
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
Nicholas Paglia Asst Executive Analyst		November 29 th 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
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 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:	\$1,000,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$186,854.49	\$34,000.00	\$220,854.49	\$220,854.49
			\$13,823.47	\$13,823.47	
5/1/2016	3.000%	\$193,207.55	\$13,823.47	\$207,031.02	\$220,854.49
			\$10,538.95	\$10,538.95	
5/1/2017	3.000%	\$199,776.60	\$10,538.95	\$210,315.55	\$220,854.49
			\$7,142.74	\$7,142.74	
5/1/2018	4.000%	\$206,569.01	\$7,142.74	\$213,711.75	\$220,854.49
			\$3,631.07	\$3,631.07	
5/1/2019	4.000%	\$213,592.35	\$3,631.07	\$217,223.42	\$220,854.49
5/1/2020		\$1,000,000.00	\$104,272.46	\$1,104,272.46	\$1,104,272.46
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF INFORMATION TECHNOLOGY
NORTH COUNTY COMPLEX BLDG. 50
P.O. Box 6100
HAUPPAUGE, NY 11788-0099
FAX (631) 853-4979

DONALD C. RODGERS
Commissioner
(631) 853-6363

DOUGLAS A. MILLER
DIRECTOR OF MANAGEMENT INFORMATION
(631) 853-4758

TO: Jon Schneider, Deputy County Executive

FROM: Donald C. Rodgers, Commissioner of Information Technology

DATE: November 27, 2013

SUBJECT: Capital Project # 1816 – COUNTYWIDE REPLACEMENT OF COMPUTER EQUIPMENT / INFRASTRUCTURE

We are forwarding a draft resolution requesting appropriation of \$ 1,000,000 for the year 2013. The resolution amount represents the monies that will be provided by CP-1816 for Capital Project # 1816. An email version of the resolution was sent to CE RESO saved under the title "Reso-ITS-CP1816- Countywide Replacement Of Computer Equipment And Infrastructure."

Program Description: This program calls for the Countywide Replacement of Computer Equipment / Infrastructure, whereby purchases will be funded and managed by IT for all County departments for replacements/improvements with five-year life expectancy. This will allow DoIT to take advantage of bulk purchasing price points, resulting in savings to the County for purchases through bulk buys and economies of scale. The County previously made purchases for computer equipment / infrastructure on an as needed basis and through the use of the IT Operating Budget, however due to fiscal restraint and annual budget reductions funding was inadequate for the needs of the Countywide operations.

This project will enable the IT department to replace equipment / infrastructure with adequate funding and with a life span of at least five (5) years. This will also allow DoIT to take advantage of bulk purchases and reduced costs that are offered when purchasing larger quantities from Vendors. DoIT plans to purchase for departments based on what their needs are with the support of the IT Information Processing Committee. The replacement of antiquated equipment / infrastructure is critical to the efficiencies of the departments and the mission of the County's CIO.

Operating Budget Impact: At this time this Capital Project does not have a negative impact on the Operating Budget, since all licenses associated with equipment / infrastructure will be included in the cost and Capitalized.

COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF INFORMATION TECHNOLOGY
NORTH COUNTY COMPLEX BLDG. 50
P.O. Box 6100
HAUPPAUGE, NY 11788-0099
FAX (631) 853-4979

DONALD C. RODGERS
Commissioner
(631) 853-6363

DOUGLAS A. MILLER
DIRECTOR OF MANAGEMENT INFORMATION
(631) 853-4758

DCR/ dmc

Attachments: Draft Resolution
Statement of Financial Impact
Request for Introduction of Suffolk Legislation

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

Department Contact Person
(Name & Phone No.):

Information Technology Hauppauge

Donald C. Rodgers- 853-6363

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New Rev.)

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

APPROPRIATING FUNDS WITH COUNTYWIDE REPLACEMENT OF COMPUTER EQUIPMENT /
INFRASTRUCTURE (CP-1816)

Appropriation of funds for \$1,000,000

(Capital Project # 1816)

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

None

PLEASE FILL IN REVERSE SIDE OF FORM

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

2101

Intro. Res. No. -2013

Laid on Table

12/3/13

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

RESOLUTION NO. -2013, AMENDING THE HOURLY RATE FOR TEMPORARY POSITIONS IN THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN

WHEREAS, the State of New York has adopted legislation to increase the minimum wage from the current \$7.25 per hour to \$8.00 per hour effective on December 31, 2013; and

WHEREAS, the Suffolk County Temporary Classification and Salary Plan contains provisions whereby hourly rates require adjustment based on the New York State legislation; and

WHEREAS, the 2013 and 2014 Adopted Operating Budgets include adequate appropriations to fund the changes required by the New York State legislation; now therefore be it

1st **RESOLVED**, that the Temporary Classification and Salary Plan be amended as follows:

<u>SPEC NO.</u>	<u>TITLE</u>	<u>CURRENT RATE</u>	<u>AMENDED RATE 12/31/2013</u>
0205	ACCOUNT CLERK (PT)	\$7.25	\$8.00
0901	ADMINISTRATIVE AIDE (PT)	\$7.60	\$8.00
1901	AUDIO VISUAL AIDE (PT)	\$7.25	\$8.00
7201	AUTOMOTIVE EQUIPMENT OPER.	\$7.25	\$8.00
4201	BEAUTIFICATION WORKER	\$7.25	\$8.00
0141	BOOKEEPING MACHINE OPERATOR	\$7.25	\$8.00
4236	CAMP DIRECTOR (PT)	\$7.46	\$8.00
2002	CAMP NURSE (PT)	\$7.25	\$8.00
0011	CLERK (PT)	\$7.25	\$8.00
0507	DATA ENTRY OPERATOR (PT)	\$7.25	\$8.00
5056	DETENTION ATTENDANT (PT)	\$7.50	\$8.00
9258	ELECTION AIDE	\$7.25	\$8.00
9257	ELECTION AIDE TRAINEE	\$7.25	\$8.00

9206	ELECTION NIGHT TABULATOR	\$7.50	\$8.00
9226	ELECTION TERMINAL OPERATOR	\$7.25	\$8.00
1001	ENGINEERING AIDE (PT) 37.50 HRS	\$7.25	\$8.00
0431	EXAMINER I (PT)	\$7.35	\$8.00
7080	GUARD	\$7.25	\$8.00
3720	LABOR TECHNICIAN (PY1T)	\$7.90	\$8.00
2203	LABORATORY TECHNICIAN (PT)	\$7.40	\$8.00
8201	LAUNDRY WORKER	\$7.25	\$8.00
0120	MICROGRAPHICS OPERATOR (PT)	\$7.25	\$8.00
2813	MORGUE AMBULANCE DRIVER (PT)	\$7.25	\$8.00
2801	MORGUE CLERK	\$7.25	\$8.00
3706	NEIGHBORHOOD AIDE (PT)	\$7.60	\$8.00
4203	PARK AIDE	\$7.25	\$8.00
1510	PLANNING AIDE	\$7.60	\$8.00
9253	PRESS NIGHT HELPER	\$7.25	\$8.00
3808	PROGRAM AIDE I	\$7.25	\$8.00
3809	PROGRAM AIDE II	\$7.50	\$8.00
3810	PROGRAM AIDE III	\$7.75	\$8.00
2603	PUBLIC HEALTH AIDE (PT)	\$7.25	\$8.00
0161	RADIO OPERATOR (PT)	\$7.25	\$8.00
0701	RESEARCH TECHNICIAN	\$7.60	\$8.00
2101	SANITARY AIDE (PT) 37.50 HRS	\$7.25	\$8.00
3710	SENIOR CITIZEN AIDE (PT)	\$7.25	\$8.00
3081	SOC SERVICES EXAM I (PT)	\$7.60	\$8.00
0031	STENOGRAPHER (PT)	\$7.25	\$8.00
0311	STOCK CLERK (PT)	\$7.25	\$8.00

0101	SWITCHBOARD OPERATOR (PT)	\$7.25	\$8.00
9271	WAREHOUSE ASSISTANT	\$7.25	\$8.00
3811	YOUTH INTERN TRAINEE I	\$7.25	\$8.00
3812	YOUTH INTERN TRAINEE II	\$7.50	\$8.00
3813	YOUTH INTERN TRAINEE III	\$7.65	\$8.00

and be it further

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

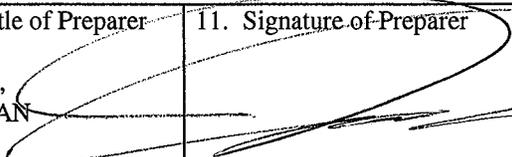
DATED: , 2013

APPROVED BY:

County Executive of Suffolk County

Date: , 2013

**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>		
Title of Proposed Legislation RESOLUTION NO. -2013, AMENDING THE HOURLY RATE FOR TEMPORARY POSITIONS IN THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN		
3. Purpose of Proposed Legislation SEE #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)		
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:		
THERE WILL BE AN IMPACT TO THE COUNTY. THE IMPACT WILL BE MINIMAL; THERE ARE NOT MANY POSITIONS IN THESE TITLES THAT ARE USED FOR COUNTY SERVICES.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
OPERATING BUDGET		
9. Timing of Impact		
UPON ADOPTION OF THE RESOLUTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	Date
JACQUELINE MALL, BUDGET TECHNICIAN		12/02/13

**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.

AMENDED COPY AS OF 12/3/13

Intro. Res. No. 2102-2013

Laid on Table 12/3/2013

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY DETECTIVES ASSOCIATION COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018

WHEREAS, the County Executive, the Director of Labor Relations and the President of the Suffolk County Detectives Association have reached an agreement covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2018, subject to the approval, to the extent necessary, by the Suffolk County Legislature; and

WHEREAS, such agreement has been set down in a stipulation of agreement, a copy of which has been filed with the Clerk of the Suffolk County Legislature; and

WHEREAS, such agreement has been ratified by the Suffolk County Detectives Association; now therefore be it

1st **RESOLVED**, that the County Executive, or his designee, be and is hereby authorized to execute an agreement with the Suffolk County Detectives Association in accordance with the stipulation of agreement dated November 26, 2013, a copy of which is on file with the Clerk of the Suffolk County Legislature, covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2018; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STIPULATION OF AGREEMENT

BETWEEN

THE COUNTY OF SUFFOLK AND

SUFFOLK COUNTY DETECTIVE ASSOCIATION

All provisions of the parties January 1, 2004 through December 31, 2007 Collective Bargaining Agreement, as amended by an interest arbitration award covering the period January 1, 2008 through December 31, 2010, shall remain unchanged except as specifically modified herein.

1. Term: Eight years - 1/1/2011 through 12/31/2018

2. Wages/Index (Section 24(f)):

- a. The Index will continue for the life of the 2011-2018 Agreement. However, 2013 increases shall not be effective until January 1, 2014.
- b. Effective upon the full ratification of this Agreement, for any Police Officer hired prior to the full ratification of the PBA Memorandum of Agreement dated September 6, 2012 and receiving Detective status pursuant to Section 13 of the Collective Bargaining Agreement after the full ratification of this Agreement, there shall be a 10 step salary scale with Step 1 set at 1% above the top step PBA base salary, Step 2 at 2% above the top step PBA base salary, Step 3 at 4% above the top step PBA base salary, Step 4 at 5% above the top step PBA base salary, Step 5 at 7% above the top step PBA base salary, Step 6 at 8% above the top step PBA base salary, Step 7 at 9% above the top step PBA base salary, Step 8 at 10% above the top step PBA base salary, Step 9 at 11% above the top step PBA base salary and Step 10 at 12% above the top step PBA base salary.
- c. Effective upon the full ratification of this Agreement, for any PBA unit member hired after January 1, 2013 and who is subsequently promoted to Detective, the salary index shall be changed at Step 1 from 3% to 1% above the PBA member's existing step base salary and shall have a new salary schedule consisting of 12 equidistant steps of 1% increases while also receiving the PBA step increase at the time the PBA member receives their increase until reaching the top step PBA base salary for PBA members hired after January 1, 2013. The 1st step will occur after the Detective completes nine (9) months of probation. The 2nd step will occur after the Detective completes 18 months as

⑤

[Handwritten Signature]

a Detective. Step 3 will occur the next January 1st with each succeeding step occurring the following January 1st.

3. **Healthcare:** The parties agree to continue the existing EMHP agreement with the amendments made in the 2012 EMHP extension agreement through 12/31/2020.
4. **Benefit Fund:**

Effective January 1, 2014, the County will continue to contribute to the PBA Benefit Fund, on behalf of the Association, an amount equal to the PBA contribution which will include the increases set forth in the PBA Memorandum of Agreement dated September 6, 2013. Additionally, the county shall not be required to make Benefit Fund contributions when the fund reserves exceed 32 months. The County shall make $\frac{1}{2}$ the normal fund contribution when the fund reserve falls below 32 months but is greater than 24 months. Should the fund reserve fall below 24 months the County will make full contribution until it again reaches 32 months reserves.

5. **Productivity:**

The parties agree that effective upon full ratification of this Agreement, the duties and responsibilities of Detectives shall be expanded to include responsibility for homeland security, anti-terrorism, and disaster response. The department shall establish training programs to accomplish these objectives for all employees to attend.

6. **Family Sick Section 38(h):** Family sick leave shall be amended to include immediate family members currently covered, as defined in Section 38, regardless of whether they are living in the household.

7. **Deferrals:**

- a. Members employed by the Suffolk County Police Department on 1/1/2011 who separate from service prior to 4/1/2014 shall receive twenty (20) hours of compensatory time paid upon separation at the member's then prevailing rate.
- b. Members employed by the Suffolk County Police Department on 1/1/2012 who separate from service prior to 4/1/2015 shall receive forty (40) hours of compensatory time paid upon separation at the members then prevailing rate.
- c. Sub paragraphs (a) and (b) shall prevail notwithstanding any contradiction in the collective bargaining agreement. The County agrees employees who separate prior to an effective date(s) listed above and receive a compensatory

(5)

pg. 2

JSM

time payment(s) shall have the payment(s) reflected as earnings in the year from which the payment(s) was/were deferred so as to be pension neutral.

- d. In 2014 and 2015 employees shall defer twenty (20) hours from each holiday check (2 checks each year, total of 40 hours each year) to be paid upon separation at the members then prevailing rate.
- e. The parties agree the holiday payments deferred are intended to be pension neutral and nothing set forth in this agreement by way of monies shall in any way diminish pension benefits or the County's pension contributions.
- f.
 1. In calendar year 2014, should the County demonstrate that a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from members of the SDA, payment of the first 100 hours of overtime accumulated as compensatory time pursuant to Section 28(d) of the Collective Bargaining Agreement and required to be paid by separate check pursuant to Section 28 (e)(2) of the Collective Bargaining Agreement, or up to 50 percent of overtime accumulated from those SDA members who do not accumulate 150 hours of overtime for the year, to be payable at separation from service at the then prevailing rate of pay.
 2. In each of the years 2015 and 2016, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from members of the SDA, payment of the first 100 hours of overtime accumulated as compensatory time pursuant to Section 28(d) of the Collective Bargaining Agreement and required to be paid by separate check pursuant to Section 28 (e)(2) of the Collective Bargaining Agreement, or up to 50 percent of overtime accumulated from those SDA members who do not accumulate 150 hours of overtime for the year, to be payable at separation from service at the then prevailing rate of pay.
 3. If the County determines that it needs to defer overtime accruals pursuant to Sub-Paragraphs (f)(1) and (f)(2) herein, the County shall provide written notice to the SDA prior to the end of the last full payroll period in November of the year it seeks to defer overtime accruals.

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pg. 3

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4. In 2014, 2015 and 2016, SDA members shall be required to accumulate the first 100 hours of overtime earned each year as compensatory time and maintain same until the last full payroll period in November. If the County does not defer payment of the overtime pursuant to Sub-Paragraphs (f)(1) and (f)(2) herein, the employee shall be paid pursuant to Section 28 (e)(2) of the Collective Bargaining Agreement.
5. In 2014, 2015 and 2016 the total number of overtime hours that SDA members may accumulate will be increased by 100 hours to a total of 250.
6. The County shall not defer from members of the SDA any hours of accumulated overtime accruals pursuant to Sub-Paragraphs (f)(1) and (f)(2) herein if any law enforcement union enters into a Collective Bargaining Agreement after the full execution of this Agreement that does not contain substantially similar deferrals on a per capita basis unless that law enforcement union simultaneously or subsequently agrees to substantially similar deferrals on a per capita basis prior to the County deferring the annual overtime accruals from members. If the County enters into a Collective Bargaining Agreement or any simultaneous or subsequent Agreement with a law enforcement union after the full execution of this Agreement that contains substantially less deferrals on a per capita basis than set forth in Sub-Paragraphs (f)(1) and (f)(2) herein, the County may only defer from members the same amount as agreed upon by the other law enforcement union on a per capita basis.
7. The parties agree that the payments deferred are intended to be pension neutral and nothing set forth in this agreement by way of monies shall in any way diminish pension benefits or the County's pension contributions.

8. Employee Protections:

- a. During the term of the Agreement, no employee shall be subject to layoff for reasons, including but not limited to, budgetary, policy, legislative, executive, pension cost, healthcare cost, inflation, revenue, staffing needs, contracts, privatization, etc. It is the intent of the parties to list all possible bases for layoff of employee in accordance with NYS statutory and case law and decisions.
- b. During the term of the Agreement, no duties exclusively performed by SDA employees prior to the complete ratification and approval of the 2011-2018

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pg. 4

[Handwritten signature]

agreement can be subcontracted to an outside entity or transferred to another County bargaining unit without a written agreement with the SDA, except duties SDA members began on or after January 1, 2012, which were previously performed by civilians. The SDA written agreement shall not be unreasonably denied.

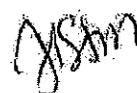
- c. Benefits outlined in sub paragraphs a & b and any benefit derived from a future arbitration related to said sub paragraphs, shall be considered mandatory subjects in all future negotiations.
- d. Two (2) detectives will be assigned when transporting a violent prisoner.
- e. Any Detective hired as a police officer after January 1, 2013 who becomes disabled as a result of a line of duty injury and who receives a disability pension from NYS prior to reaching top step salary will receive a supplemental payment from the county equal to the difference between the pension granted and 50% or 75%, as applicable, of the top step at the time the pension was granted. This supplemental payment shall continue in full force as long as the member or surviving spouse, or beneficiary, receives a pension from NYS.
- f. Any Detective who suffers a permanent disability as a result of an assault or violent confrontation in the line of duty shall receive 207c pay at top step rate, retroactive, to be credited upon disability retirement.

9. Management Rights:

- a. In addition to the Department's right to change tours pursuant to Section 28 (f) of the current Collective Bargaining Agreement, the department shall have the ability to change the tour of any member four (4) times annually without compensation for court appearances and related preparation and investigatory needs. The covering of an open shift due to a personnel shortage by a tour change shall not be interpreted as an "investigatory need." The parties agree that this provision is a mandatory subject of bargaining that the Association may seek to renegotiate as part of negotiations for a successor to the 2011-2018 Agreement.
- b. Effective upon the complete ratification and approval of the 2011-2018 Agreement travel time and mileage shall be waived should the department conduct firearms training at F6 labs in Nassau County
- c. The SDA hereby withdraws all pending grievances and improper practice charges against the County including but not limited to the grievance pertaining to the 26.1 payment schedule.



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10. Longevity:

- a. Longevity pay will be increased by \$25.00 per year in years 2013, 2014 and 2015. Increases shall not become effective until January 1, 2016; Longevity shall be increased \$50.00 on 12/31/2018. Employees shall defer \$25.00 of the 12/31/2018 longevity increase until January 1, 2020. Employees hired as police officers after January 1, 2013 shall no longer receive global longevity for time served as a police officer outside of Suffolk County Police Department.
- b. Effective upon the full ratification of this Agreement, Section 26 of the Collective Bargaining Agreement shall be amended to set forth that an employee shall receive additional annual longevity pay of \$2,000 after completing 20 years as an SDA unit member. All calculations of years as an SDA member and rules regarding payment of additional longevity shall be as set forth in Section 26 of the Collective Bargaining Agreement. The parties agree that this provision is a mandatory subject of bargaining that the parties may seek to renegotiate as part of negotiations for a successor to the 2011-2018 Agreement

11. 401a: The parties agree that within six (6) months of the full ratification of this agreement the county will make every effort to establish a 401a program for severance deferral. The parties agree that the program will have no cost to the municipality. If the parties cannot agree the issue will proceed directly to arbitration under the contractual grievance procedure.

12. Worker's Compensation: The parties agree that within six (6) months of the full ratification of this agreement they will negotiate a new injured employee procedure to replace the existing "Medscope" process. If the parties cannot agree the issue will proceed directly to arbitration under the contractual grievance procedure.

13. Rights & Benefits: All contractual provisions for spouses shall be extended to domestic partners if certified or qualified under the requirements for healthcare under the EMHP agreement (effective 1/1/2012) or any other NYS or federal healthcare plan. If domestic partner receiving surviving spouse benefits they must certify annually that they are not in a domestic partnership or marriage in order to continue receiving the benefit.

14. Education: All employees hired on or after the complete ratification and approval of the 2011-2018 Agreement will be required to complete a minimum of 120 college credits or obtain a Bachelor's degree. Employees hired on or after the complete ratification and

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pg. 6

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approval of the 2011-2018 Agreement who have not satisfied the 120 college credit or degree requirement by November 1 of any year after reaching top step pay shall have their final holiday check for that year reduced by \$1,400 until the requirements are satisfied. Current employees shall be given credit for time served in the Police Department and training received to date to satisfy their college credit or degree obligation under this provision.

15. **Re-Opener:** The SDA shall be entitled to re-open negotiations over the terms and conditions of employment, including the right to proceed to interest arbitration, in the event that any current or future Suffolk County law enforcement bargaining unit agrees or is awarded either greater benefits or lesser concessions, including the total value of those benefits and concessions, during the period of this Agreement than those provided for herein.

16. **Wage Protection:** The SDA shall have the right during the term of this agreement to re-open negotiations, for wages only, should the rate of inflation exceed five percent (5%) in any calendar year. The rate of inflation shall be by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Items -All urban Consumers for New York-Northern New Jersey- Long Island.

THIS AGREEMENT SHALL REFLECT THE COMPLETE AGREEMENT OF THE PARTIES AND SHALL NOT BE AMENDED EXCEPT BY WRITTEN INSTRUMENT SIGNED AND RATIFIED BY BOTH PARTIES. THIS AGREEMENT REPLACES, SUPERCEDES AND VOIDS ANY PRIOR AGREEMENTS BETWEEN THE PARTIES TO THE CONTRARY.

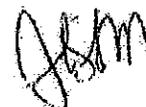
SHOULD ANY PROVISION IN THIS AGREEMENT BE FOUND TO BE UNLAWFUL OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND THE PARTIES SHALL IMMEDIATELY COMMENCE NEGOTIATIONS TO REPLACE THE INVALIDATED PROVISION WITH A COMPARABLE, LEGAL CLAUSE.

ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE RATIFICATION OF THE SUFFOLK DETECTIVES ASSOCIATION INC. AND SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE RATIFICATION HAS OCCURRED.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL



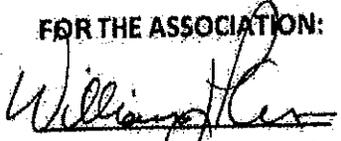
pg. 7



NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

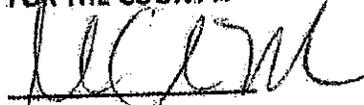
Dated 11/20/13

FOR THE ASSOCIATION:



**William J. Plant, President
Suffolk Detectives Association**

FOR THE COUNTY:



**Jennifer McNamara
Acting Director of Labor Relations**



**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						
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY DETECTIVES ASSOCIATION COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018.						
3. Purpose of Proposed Legislation						
SEE NO. 2 ABOVE						
4. Will the Proposed Legislation Have a Fiscal Impact? Yes XX No						
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)						
County	Town	Economic Impact				
Village	School District	Other (Specify):				
Library District	Fire District					
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact						
This contract covers years 2011-2018. There are no increases in 2011 and 2012 and there will be no retro for salary increases in 2013.						
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.						
Estimated cost of the contract is shown below (in millions), this includes all salary items and fringe benefits (shown in the year in which salary is earned) Maximum benefit of deferrals are used in estimated savings.						
	2014	2015	2016	2017	2018	Total
Estimated Costs	\$5.2	\$10.0	\$15.7	\$18.9	\$22.3	\$72.1
Estimated Savings	\$7.0	\$5.4	\$4.3	\$1.3	\$1.5	\$19.5
Net Cost/Savings	-\$1.80	\$4.60	\$11.40	\$17.60	\$20.80	\$52.60
8. Proposed Source of Funding						
Suffolk 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		11-29-2013				

**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.

2103

Intro Res. No. - 13
Introduced by Presiding Officer on request of County Executive

Laid on the Table 12/3/13

**RESOLUTION NO. -13, ACCEPTING AND APPROPRIATING
A 100% GRANT FUNDS FROM THE N.Y.S. HOUSING TRUST
FUND CORPORATION FOR U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT'S COMMUNITY DEVELOPMENT
BLOCK GRANT DISASTER RECOVERY FUNDS AND
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE
AGREEMENTS**

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.), portions of the State of New York ("State") received major disaster declarations as a result of Superstorm Sandy, Hurricane Irene, Tropical Storm Lee and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, the State has received an allocation of Community Development Block Grant Disaster Recovery ("CDBG-DR") funds from the Department of Housing and Urban Development (HUD) in the amount of \$1,713,960,000; and

WHEREAS, pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) ("HCD Act"), as amended, the Housing Trust Fund Corporation is authorized to administer and distribute CDBG-DR funds in the State; and

WHEREAS, the County of Suffolk has been chosen as a Sub-recipient to, among other things, assist with providing technical assistance to local municipalities for planning and zoning actions by the Suffolk County Planning Commission, provide community outreach by the Department of Labor, Licensing, and Consumer Affairs for Sandy-related work performed by home improvement contractors, and provide permitting review and waiver of permitting fees by the Department of Health Services for homes and businesses adversely affected by Superstorm Sandy; and

WHEREAS, the County of Suffolk has been awarded a total of \$2,130,521 for a period of five years to perform the activities as described in the grant award scope of work; and

WHEREAS, these funds have not been included in the 2013 Adopted Operating Budget; and

WHEREAS, the Department of Economic Development has been designated as the administrator of the Community Development Block Grant Disaster Relief Program; now, therefore, be it

1ST RESOLVED, that the County Comptroller and the County Treasurer are hereby authorized to accept and appropriate the following funds for designation as follows:

<u>REVENUE</u>	<u>AMOUNT</u>
001-4916 – Fed Aid: CDBG – Disaster Recovery Funds – Exp. Reimb.....	\$1,707,871
001-4917 – Fed Aid: CDBG – Disaster Recovery Funds – Waived Fee Reimb.....	\$422,650

ORGANIZATIONS

Department of Economic Development and Planning
Recovery Assistance Program - Planning
001-EDP-8684

4500 – Contractual Expenses..... \$650,000
4560 – Fees For Services..... \$650,000

Department of Labor, Licensing & Consumer Affairs
Recovery Assistance Program - Labor
001-LAB-6612

1000-Personnel Services..... \$687,871
1100 – Permanent Salaries \$687,871

Department of Health Services
Recovery Assistance Program - Health
001-HSV-4416

1000-Personnel Services..... \$370,000
1100 – Permanent Salaries \$370,000

and be it further

2nd RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive, or his designee, to accept the CDBG-DR funds, and to contract with the N.Y.S. Housing Trust Fund Corporation for the expenditure of these funds; and be it further

3th RESOLVED, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

County Executive of Suffolk County

Dated:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

<p>1. Type of Legislation</p> <p>Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/></p>		
<p>2. Title of Proposed Legislation:</p> <p>ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE NYS HOUSING TRUST FUND CORPORATION FOR US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDS AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS</p>		
<p>3. Purpose of Proposed Legislation</p> <p>SEE ITEM 2 ABOVE</p>		
<p>4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>		
<p>5. If the Answer to item 4 is "yes", on what will it impact? (check appropriate category)</p> <p> <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 </p>		
<p>6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact</p> <p style="text-align: center;">N/A</p>		
<p>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision.</p> <p style="text-align: center;">N/A</p>		
<p>8. Proposed Source of Funding</p> <p>Department of Housing & Urban Development (HUD) – 100% REIMBURSABLE GRANT</p>		
<p>9. Timing of Impact</p> <p style="text-align: center;">Upon adoption.</p>		
<p>10. Typed Name & Title of Preparer</p> <p>JAMES P. BURT ASSISTANT BUDGET DIRECTOR</p>	<p>11. Signature of Preparer</p> 	<p>12. Date</p> <p>December 2, 2013</p>

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

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

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

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>		
2. Title of Proposed Legislation: To accept and appropriate Community Development Block Grant Disaster Recovery funds.		
3. Purpose of Proposed Legislation The Dept. of Economic Development has been designated as the administrator of the Community Development Block Grant Disaster Relief Program.		
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"/> Village <input type="checkbox"/> Library District	<input type="checkbox"/> Town <input type="checkbox"/> School District <input type="checkbox"/> Fire District	<input type="checkbox"/> Economic Impact <input type="checkbox"/> Other (Specify _____) <input checked="" type="checkbox"/> NOT APPLICABLE
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact <p style="text-align: center;">N/A</p>		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. <p style="text-align: center;">N/A</p>		
8. Proposed Source of Funding Department of Housing & Urban Development (HUD)		
9. Timing of Impact Upon adoption.		
10. Typed Name & Title of Preparer BARBARA D'AMICO DIRECTOR OF FINANCE	11. Signature of Preparer	12. Date

**2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: To accept and appropriate Community Development Block Grant Disaster Recovery Funds.

PURPOSE OR GENERAL IDEA OF BILL: Accepting and appropriating Community Development Block Grant Disaster Recovery funds which has been awarded by the N.Y.S. Housing Trust Fund Corporation.

SUMMARY OF SPECIFIC PROVISIONS: The County of Suffolk has been chosen as a Sub-recipient to, among other things, assist with providing technical assistance to local municipalities for planning and zoning actions by the Suffolk County Planning Commission, provide community outreach by the Department of Labor, Licensing, and Consumer Affairs for Sandy-related work performed by home improvement contractors, and provide permitting review and waiver of permitting fees by the Department of Health Services for homes and businesses adversely affected by Superstorm Sandy.

JUSTIFICATION: The Dept. of Economic Development has been designated as the administrator of the Community Development Block Grant Disaster Relief Program.

FISCAL IMPLICATIONS: No County funding required – 100 % State funded.

Department Request
Sponsors Memo for County Legislation

Resolution Title: Accepting and appropriating Community Development Block Grant disaster recovery funds.

Purpose/Justification of Request: The Dept. of Economic Development has been designated as the administrator of the Community Development Block Grant Disaster Relief Program.

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	\$2,130,520.63
County	\$
(Town)Other	\$

Contact Person Barbara D'Amico Telephone Number 336669

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.

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, Licensing & Consumer Affairs
Bldg. 17, No. County Complex
Veterans Memorial Highway
Hauppauge, NY 11788

Department Contact Person
(Name & Phone No.):

Barbara D'Amico
36669

Suggestion Involves:

Technical Amendment
 Grant Award
 Other

New Program
 Contract (New_Rev. _)

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

To accept and appropriate Community Development Block Grant disaster recovery funds.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

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

2104

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

Laid on Table 12/3/2013

**RESOLUTION NO. 2013, AUTHORIZING EXECUTION OF
AN AGREEMENT WITH THE UNITED STATES CONCERNING
AN INVESTIGATION OF THE SUFFOLK COUNTY POLICE
DEPARTMENT**

WHEREAS, in 2009, the U.S. Department of Justice Civil Rights Division and the U.S. Attorney's Office for the Eastern District of New York initiated a joint investigation of the Suffolk County Police Department ("Department") arising out of a complaint concerning police practices as it relates to investigation of crimes against Latinos; and

WHEREAS, the United States issued a Technical Assistance Letter in 2011 which provided preliminary observations, advice and recommendations, many of which the Department has already adopted and has not issued Findings of unconstitutional or discriminatory police practices; and

WHEREAS, the United States recognizes and acknowledges that the County and Department have fully cooperated with the investigation and desires to resolve the investigation by entry of this voluntary agreement which incorporates newly adopted policies and procedures as well as recommendations made by the United States which serve to improve police practices generally and enhance relations with the community, specifically; and

WHEREAS, under the terms of the Agreement, the Department will enhance training in bias free policing, will enhance data collection for improved analysis, and will improve community policing efforts; now, therefore be it

1st **RESOLVED**, that the Suffolk County Executive, or his designee and the Commissioner of the Department are hereby authorized, empowered and directed to execute the Agreement with the United States, substantially in the form submitted herewith as Exhibit "A", and to take all actions necessary to implement the Agreement, subject to any necessary future approvals by the County Legislature; and be it further

2nd **RESOLVED**, the execution and delivery on behalf of and in the name of the County by the County Executive and/or his designee(s) of 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) may approve, 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

3rd **RESOLVED**, that the execution and delivery of such Agreement shall be conclusive evidence of approval of any such changes and of the authorization and direction thereof by this Legislature; and be it further

4th **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), (27) and (29), 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 and a civil enforcement proceeding, including a particular course of action specifically required to be undertaken pursuant to a judgment or order. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE AND
SUFFOLK COUNTY POLICE DEPARTMENT**

I. Introduction

- a. In 2009, the U.S. Department of Justice Civil Rights Division and the U.S. Attorney's Office for the Eastern District of New York (collectively "United States") initiated a joint investigation of the Suffolk County Police Department ("SCPD" or "Department"). On September 13, 2011, the United States issued a Technical Assistance Letter which provided preliminary observations, advice and recommendations, many of which SCPD has already adopted.
- b. The United States recognizes and acknowledges that since the inception of the investigation, Suffolk County, New York ("County") and SCPD have cooperated with the United States.
- c. The County, SCPD, Suffolk County Executive Steven Bellone, SCPD Commissioner Edward Webber, and the United States of America (collectively, "the Parties") enter into this agreement ("Agreement") to memorialize their joint commitment to ensuring that police services continue to be provided to the people of Suffolk County in a manner that complies with the Constitution and the laws of the United States.
- d. The Parties have a shared recognition that the ability of a police department to protect the community it serves is promoted through strong relationships with the community. Public safety, lawful policing and the community's trust in its police force are thus interdependent. The full and sustained implementation of this Agreement is intended to protect the rights of all members of the community, ensure the safety and security of the people of Suffolk County, and ensure public confidence in SCPD.
- e. In furtherance of these goals, the County and the Department agree that the Department will, as needed, modify certain policies, training, and practices so as to comply with the terms of this Agreement.

II. Definitions

- a. "Biased Policing" is synonymous with "Discriminatory Policing" defined below.
- b. "Bilingual" means a person who has demonstrated and verified oral proficiency pursuant to objective criteria, in both spoken English and at least one other language. Bilingual personnel will have their oral proficiency in a non-English language or languages assessed and reassessed biennially.
- c. "Civilian Employee" means any non-sworn personnel employed by SCPD, on either a temporary or permanent basis, in either a paid or unpaid capacity.
- d. "Complainant" means any person, including an SCPD officer or employee, who makes a complaint against SCPD or an officer or employee of SCPD.
- e. "County" means Suffolk County, New York, including its agents, officers, and employees.
- f. "CRB" means SCPD's Community Response Bureau.
- g. "Demographic" means a population's race, color, ethnicity, or national origin.
- h. "Disciplinary action" means a personnel action for violation of an established law, regulation, rule, or SCPD policy, including, but not limited to, a written reprimand, suspension, demotion or dismissal.
- i. "Discriminatory Policing" means selective enforcement or non-enforcement of the law, including the selecting or rejecting of particular policing tactics or strategies, based on membership in a demographic category specified in this Agreement. Discriminatory policing does not include using race, ethnicity, or any other status in any reliable and recent suspect-specific description.
- j. "Effective Date" is the date of the last signature on the Agreement.
- k. "Hate Crime" is a legal term defined by New York State law under N.Y. Penal Law § 485.05.
- l. "HCU" means SCPD's Hate Crimes Unit.
- m. "IAB" means the Internal Affairs Bureau, the SCPD unit charged with conducting investigations of police misconduct committed by SCPD officers, contractors, and employees.
- n. "Implement" or "implementation" means the development or putting into place of a policy or procedure, including the appropriate training of all relevant personnel,

and the consistent and verified performance of that policy or procedure in actual practice.

- o. “Language Access Plan” means a plan prepared by SCPD consistent with Title VI and its implementing regulations (“Title VI”) and the Department of Justice Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting LEP individuals (“DOJ Guidance”). See 67 Fed. Reg. 41455 (2002). The Language Access Plan is an administrative roadmap that explains how SCPD will implement its policies and procedures to provide meaningful access to police services.
- p. “Language Access Policy” means a policy prepared by SCPD consistent with Title VI and DOJ Guidance to ensure that LEP individuals do not encounter discrimination on account of their limited English proficiency or national origin when encountering SCPD police personnel. The policy should articulate clear guidelines and protocols to ensure that all police personnel take reasonable steps to provide LEP persons with timely and meaningful access to police services and includes information such as what language assistance services are available, how to access those services, that those services are provided at no cost, and how to file a complaint if the services are not provided.
- q. “LEP” means Limited English Proficiency, and refers to a person who does not speak English as his/her primary language and has a limited ability to read, write, speak, or understand English. LEP individuals may be competent in certain types of communication (*e.g.*, speaking or understanding) or interactions, but still be LEP for other purposes (*e.g.*, reading or writing) and require language assistance services (*e.g.*, interpreters or translated materials).
- r. “Personnel,” when referring to SCPD employees, refers to both sworn and non-sworn individuals.
- s. “Rules and Procedures” means written regulations, general orders, or directives, regardless of the name of the regulation or directive, describing the duties, functions, and obligations of SCPD officers and/or employees, and providing specific direction in how to fulfill those duties, functions, or obligations.

- t. "SCPD" means the Suffolk County Police Department and its agents, officers, inspectors, supervisors, and employees (both sworn and unsworn).
- u. "SCPDAI" means SCPD Authorized Interpreter, a bilingual SCPD employee who is authorized to interpret for others in certain official police situations, such as interviews, interrogations, or taking and responding to citizen complaints.
- v. "Supervisor" means the Police Commissioner, Deputy Police Commissioner and sworn SCPD employees at the rank of sergeant or above.
- w. "Training" means education and instruction that comports with best practices and may include, but is not limited to, adult-learning methods that incorporate role-playing scenarios and interactive exercises, distance learning, traditional lecture formats and computer assisted learning and evaluation. Training will also include testing and/or writings that indicate that the officer comprehends the material taught.
- x. "United States" means the United States Department of Justice Civil Rights Division and the U.S. Attorney's Office for the Eastern District of New York, as well as their consultants and agents.

III. Bias-free Policing

- a. SCPD will continue to deliver police services that are equitable, respectful, and free of unlawful bias, in a manner that promotes broad community engagement and confidence in the Department. In conducting its activities, SCPD will ensure that members of the public receive equal protection of the law, without bias based on race, color, ethnicity, national origin, religion, or sexual orientation, and in accordance with the rights, privileges, and immunities secured or protected by the Constitution and laws of the United States.
- b. **Policies and procedures**
 - i. SCPD will maintain implementation of a comprehensive policy prohibiting discrimination, including the denial of services, on the basis of race, color, ethnicity, national origin, religion, or sexual orientation in SCPD police practices.

- ii. SCPD's policy on bias-free policing will prohibit officers from using race, color, ethnicity, national origin, religion, or sexual orientation in conducting stops or detentions, or activities following stops or detentions, except when engaging in appropriate suspect-specific activity to identify a particular person or persons.
- iii. SCPD policy will require that, within five days of receipt, SCPD will refer any complaint of discriminatory policing to IAB for a full investigation. Throughout the pendency of this Agreement, SCPD will also send a copy of any such complaint and material documenting the resulting investigation to the United States within five business days upon completion of the investigation.
- iv. SCPD officers who are found to have engaged in discriminatory policing will be subjected to disciplinary action and, where appropriate, will be referred for possible criminal prosecution.
- v. SCPD will maintain and implement a policy that promotes bias-free policing and equal protection within its hiring, promotion, and performance assessment processes. Officers who have a history of engaging in biased policing practices will not be entitled to promotional opportunities, except as required by collective bargaining laws and Civil Service Laws, rules and regulations.
- vi. SCPD will implement a revised Chapter 16, Section 4, "**Arrest of Non-US Citizens and Persons with Dual Citizenship**," as previously approved by the United States.
- vii. Six months after the Effective Date and every six months thereafter throughout the pendency of this Agreement, SCPD will provide to the United States a report showing civilian complaints regarding police services related to allegations of discrimination and biased policing, noting the disposition of each complaint, if any, the geographic area in which the alleged discrimination occurred, the demographic category involved, and what measures, if any, SCPD will take as a result of the analysis.

c. Traffic stop data

- i. SCPD will implement a revised Chapter 13, Section 9, “**Traffic Stop Data Collection,**” as previously approved by the United States.
- ii. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will provide to the United States a report analyzing the collected traffic stop data and explaining what measures, if any, SCPD will take as a result of the analysis.

d. Training on bias-free policing

- i. SCPD will ensure that all sworn officers receive training on bias-free policing at least annually. SCPD’s training on bias-free policing will emphasize that discriminatory policing, in the form of either selective enforcement or non-enforcement of the law, including the selecting or rejecting of particular policing tactics or strategies, is prohibited by policy and will subject officers to disciplinary action. The training curriculum will address:
 1. Methods and strategies for more effective policing that relies upon non-discriminatory factors;
 2. Police and community perspectives related to discriminatory policing;
 3. Constitutional and other legal requirements related to equal protection and unlawful discrimination;
 4. The protection of civil rights as a central part of the police mission and as essential to effective policing;
 5. The existence and impact of arbitrary classifications, stereotyping, and implicit bias;
 6. Identification of key decision points where prohibited discrimination can take effect at both the incident and strategic-planning levels; and

7. Methods, strategies, and techniques to reduce misunderstanding, conflict, and complaints due to perceived bias or discrimination, including problem-oriented policing strategies.
- ii. SCPD will conduct cultural sensitivity training for all SCPD officers at least annually.

IV. Hate Crimes and Hate Incidents

a. Training

- i. SCPD will ensure that all officers receive hate crime and hate incident training at least annually. The training curriculum will address:
 1. The elements of relevant crimes, including hate crimes and bias crimes; and
 2. How to properly charge offenses and avoid the downgrading of crimes, including hate crimes and hate incidents.

b. Tracking and reporting

- i. SCPD will implement a policy to track, analyze and report patterns and trends regarding hate crimes and hate incidents.
- ii. Within one year of the Effective Date and annually thereafter, SCPD will produce a report mapping and analyzing for potential patterns and trends all hate crimes and hate incidents which have occurred over the previous six months. The report will detail SCPD's planned response to any identified pattern or trend. Throughout the pendency of this Agreement, the report will be provided to the United States at least five business days before the report is made public.

c. Quality assurance

- i. SCPD will implement a policy describing its HCU quality assurance process that ensures that HCU investigations follow proper techniques and procedures.
- ii. Six months after the Effective Date, and every six months thereafter throughout the pendency of this agreement, SCPD will forward to the United States a report describing all random audits of HCU investigations

completed within the current six-month time period and any corrective actions planned or taken as a result of the audits.

V. Language Assistance

- a. SCPD policy will require the following:
 - i. A current Language Access Plan that explains how SCPD will implement its policies and procedures to provide meaningful access to police services. This plan will be updated at least annually.
 - ii. Translations of the Language Access Plan and Policy into Spanish and other non-English languages as appropriate and posting in a public area of the police department building, on its website, and in any other locations throughout the County where individuals go to seek police assistance.
 - iii. Distribution of the Language Access Plan and Policy to all SCPD staff and to community organizations serving LEP communities encountered by SCPD.
 - iv. Availability of Citizen Complaint/Compliment forms in Spanish and other common non-English languages in all precincts and on SCPD's website for both completion and submission.
 - v. Translation of all vital written documents and materials, shall be consistent with DOJ Guidance, in order to ensure that LEP individuals in the community have meaningful access to such documents and materials.
 - vi. Translation of any citizen correspondence received that is in a non-English language. If that correspondence when translated would be considered a citizen complaint, then the information as translated will be processed in the same manner as are citizen complaints originally received in English.
 - vii. Availability of bilingual operators for complaint phone lines or a dedicated Spanish complaint phone number. SCPD will indicate on its Spanish-language Compliment/Complaint form that the phone operator speaks Spanish.

- viii. Objective oral language proficiency standards and annual proficiency testing for all IAB members who are designated as “Spanish-speaking” or as speaking a non-English language.
 - ix. Recording and periodic auditing of phone calls through the multi-language toll-free complaint hotline.
 - x. Documentation of the use of any interpreter used when conducting a field interview or interrogation of an LEP individual, including the following:
 - 1. the date;
 - 2. the location;
 - 3. the full name of the interpreter;
 - 4. the non-English language spoken by the interpreter;
 - 5. the relationship (if any) of the interpreter to the LEP individual;
 - 6. contact information for the interpreter, including telephone numbers, email and postal address;
 - 7. the name of the witness, victim, and subject person requiring an interpreter to the extent not prohibited by privacy laws; and
 - 8. a summary of any action taken.
- b. SCPD will revise “**Language Line Translating and Interpreting Service,**” Order Number 09-117, as follows:
- i. The order will use the term “interpretation” to refer to oral communication, and “translation” to refer to written communication. As written, the order uses both terms interchangeably.
- c. SCPD will modify its practices and implement the revised Chapter 26, Section 5, “**Persons with Limited English Proficiency,**” as previously approved by the United States.
- d. SCPD will ensure that the home page of its website states, in at least Spanish, how to access language assistance services and Spanish translations of SCPD policies and other relevant information.

- e. SCPD will maintain effective incentives for bilingual employees to become SCPDAIs, including assignments, promotions, and other means available to the County.
- f. Within 90 days of the Effective Date, SCPD will implement a process of consultation with representatives of the Latino community to develop and annually review: implementation of the Language Access Policy, including areas of possible collaboration to ensure its effectiveness; accuracy and quality of SCPD language assistance services; and concerns, ideas, and strategies for ensuring language access. This process will be reviewed and approved by the United States prior to its implementation.
- g. Within 180 days of the Effective Date, and annually thereafter throughout the pendency of this Agreement, SCPD will provide at least four hours of training to all personnel on providing language assistance services to LEP individuals. This training will include:
 - i. SCPD's LEP plan, policies, and procedures and the requirements of Title VI and this Agreement;
 - ii. How to identify the non-English language and language assistance needs of an LEP individual during an in-person or telephone interaction;
 - iii. How to access SCPD-authorized, telephonic and in-person interpreters;
 - iv. How to work with interpreters in the field and assess interpreter quality;
 - v. How to account for cultural diversity and language barriers in policing; and
 - vi. Basic command terms and phrases in Spanish for officers assigned to patrol in areas with significant Spanish-speaking populations.
- h. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will conduct a satisfaction survey of representatives from the Latino community regarding SCPD's LEP efforts. SCPD will partner with local Latino advocacy groups in order to conduct the survey. SCPD will produce a report analyzing the results of each survey and detailing what measures, if any, SCPD will take as a result of the analysis. Each report will be provided to

the United States throughout the pendency of this Agreement at least five business days before it is made public.

VI. Allegations of Police Misconduct

a. Reporting misconduct

- i. SCPD policy will require that all members have the duty to report allegations of discriminatory policing to a supervisor or to the IAB. Failure to report or document allegations of misconduct will be grounds for disciplinary action.
- ii. SCPD policy will ensure that all complaints are investigated even if the complainant does not submit the complaint on an actual SCPD complaint form.
- iii. SCPD policy will explicitly permit parties other than victims to file complaints with the HCU, with the IAB, with any officer, or at any SCPD precinct. Complaints regarding hate crimes or hate incidents will be forwarded to an HCU investigator for review and investigation.

b. Investigation of Misconduct

- i. SCPD policy will ensure that all allegations of officer misconduct relating to discriminatory policing, regardless of the manner in which reported, will be forwarded to IAB no later than 48 hours from receipt.
- ii. Within 180 days of the Effective Date, SCPD will review the staffing of IAB and ensure that individuals currently serving as or who are selected for IAB possess excellent investigative skills, a reputation for integrity, the ability to write clear reports, and the ability to be fair and objective. Supervisors with a sustained complaint of, or who have been disciplined for, excessive use of force, sexual harassment, discrimination, or dishonesty will be presumptively ineligible from assignment to IAB.
- iii. SCPD policy will require that each IAB investigation of officer misconduct relating to discriminatory policing be reviewed by the Police Commissioner or his designee.

- iv. Per SCPD policy, the Department will maintain a tracking system for all misconduct allegations relating to discriminatory policing that does not rely on personal identifiers. Upon receipt of such an allegation, SCPD will assign a unique numerical identifier to the complaint, which will be provided to the complainant at the time the allegation is made. SCPD will use the centralized numbering and tracking system to track data regarding the number, nature, and status of such misconduct allegations, from initial intake to final disposition, including investigation timeliness and the complainant's notification of the interim status and final disposition of the investigation.
- v. SCPD will maintain protocols to analyze and address trends in complaints relating to discriminatory policing, including demographic data, lodged against SCPD officers.
- vi. Six months after the Effective Date, and every six months thereafter during the pendency of this Agreement, ~~and thereafter every year~~ SCPD will conduct reviews of randomly-chosen, completed misconduct investigations relating to discriminatory policing. SCPD must review at least 20 percent of all completed misconduct investigations since the last review. The reviews will be conducted by the Police Commissioner or his/her designee, but not an involved individual, and will require contacting the complainant to ensure the investigation was handled in a professional and thorough manner. Dissatisfaction with the results of the investigation will be documented and the case may be reopened if the complainant discloses credible new facts which would support allegations not addressed in the original complaint. Throughout the pendency of this Agreement, the results of each review will be forwarded to the United States within five business days of its completion.

VII. Community Engagement

- a. In all of its policing operations, SCPD will maintain robust community relationships and engage constructively with the community to ensure

collaborative problem-solving, ethical and bias-free policing, and community confidence in the Department. SCPD will maintain community and problem-oriented policing principles in its policing operations. SCPD will also engage the public through the dissemination of public information on a regular basis. SCPD and the County will maintain systems to ensure comprehensive, effective, and transparent oversight of SCPD.

b. Community Liaison Officers

- i. SCPD policy will ensure that a Community Liaison Officer is assigned to each of the Department's seven precincts. A preference for selection and assignment of each Community Liaison Officer shall be given to a sworn officer fluent in both English and a second language commonly spoken in the relevant community, if any. Each Community Liaison Officer will have training in the nature and scope of federal and state civil rights laws as applied to law enforcement activity.
- ii. SCPD will ensure that the contact information and duty hours of the Community Liaison Officers are publicly available on its website. Community Liaison Officer hours of availability for contact with the public will be during normal business hours.
- iii. Each Community Liaison Officer's duties will include the following:
 1. Arranging monthly meeting of community residents to discuss issues and ask questions regarding the police department. The meeting will be attended by the Community Liaison Officer, at least one senior SCPD command staff member, and at least one officer responsible for patrolling in that particular precinct.
 2. Each Community Liaison Officer will review, on a monthly basis, all concerns submitted to SCPD by members of his or her precinct to assess community issues. For those concerns that do not rise to the level of requiring formal action under SCPD policy, the Community Liaison Officer will notify the complainant that the Community Liaison Officer is available to answer the

complainant's questions and respond to any further community concerns. The Community Liaison Officer will refer complaints of police misconduct relating to discriminatory policing to IAB.

3. Each Community Liaison Officer will meet at least once every six months with the respective bureau commander. During these meetings, the Community Liaison Officer will communicate any concerns or issues that he or she has received during the previous six months, along with any other relevant information pertaining to SCPD's relationship with Suffolk County residents.

c. Community Oriented Policing Enforcement ("COPE")

- i. SCPD policy will define COPE officers as those who will be assigned to a specific area as a liaison between the community and the police department to assist the community in solving neighborhood problems.
- ii. SCPD policy will ensure that all COPE officers engage in routine community policing and community outreach, which may include: attending neighborhood association meetings to provide input or answers, attending school functions to educate children about safety and crime prevention, assisting the community in solving non-emergency problems, addressing community decay issues (abandoned and junk vehicles, graffiti, abandoned residences and buildings, code enforcement violations, illegal dumping), meeting with business owners to provide input or answers, and helping the community to become self-reliant. While COPE officers may be called upon to enhance patrol efforts, this duty should be in relation to a particular community-generated request, need or identified problem and not as routine duty.
- iii. SCPD policy will ensure that all COPE officers engage with individuals in their respective patrol areas; *e.g.*, COPE officers assigned to patrol units in business districts should interact with business owners, and COPE officers assigned to patrol school and residential areas should interact with school personnel and residents, respectively.

- iv. SCPD policy will require COPE officers to submit to their supervisors a monthly activity report documenting the amount of time they dedicated to community-oriented policing activities, the type of community-oriented activities in which the officers have engaged, and listing the organizations and individuals the officers have contacted.

d. Community Response Bureau

- i. Within 90 days of the Effective Date, SCPD will develop and provide to the United States for review a policy that details the CRB's plan for engaging with the Latino community.
- ii. SCPD policy will ensure that each precinct has an officer representing it in the CRB.
- iii. Within 90 days of the Effective Date, SCPD will develop a survey instrument in order to solicit assessments of the CRB's success in engaging the Latino community. Additionally, each quarter SCPD will ask community and political leaders within the Latino community to critique CRB programs and initiatives. SCPD officers involved in administering CRB programs will also quarterly analyze participation and results.
- iv. Using and analyzing feedback from the above sources, SCPD will produce reports annually that identify CRB successes as well as areas in need of improvement and a strategy for making such improvements. SCPD will provide to the United States copies of these reports throughout the pendency of this agreement within five business days of their completion. Within ten business days of their completion, the reports will be made available to the public, unless SCPD demonstrates a good faith reason for non-disclosure.
- v. One year after the Effective Date and annually thereafter throughout the pendency of this Agreement, SCPD will provide to the United States reports summarizing issues addressed at community meetings and SCPD responses.

e. Community Outreach

- i. SCPD policy will continue to ensure that the Police Commissioner or designated high ranking officer(s) meet with key leaders in Latino and other minority groups on a regular basis both at SCPD-sponsored meetings and at meetings held by minority groups.
- ii. SCPD will continue its outreach programs to all members of the community (*e.g.* Police Athletic League, English as Second Language classes, etc.) with the assistance of bilingual SCPD officers.
- iii. SCPD will engage the Latino community on an informal basis through community events in an effort to maintain a good relationship with the Latino community.
- iv. SCPD will solicit and receive input from the Community Advisory Board regarding the development of Spanish language training.
- v. SCPD will provide Spanish language learning opportunities for officers as well as sensitivity and diversity training, including presentations administered by Suffolk-based or local Latino organizations.
- vi. All SCPD non-confidential audits and reports related to the implementation of this Agreement will be made publicly available via the SCPD website and at the Police Department, County headquarters, and other public locations, to the fullest extent permissible under law.
- vii. SCPD will collect and maintain all data and records necessary to facilitate and ensure transparency and public access to information related to SCPD decision making and activities, as permitted by law.

f. Social media and notification systems

- i. Within 180 days of the Effective Date, to the extent SCPD uses social media and related publishing systems, such as Nixle, to provide community members with information that includes emergency alerts, safety tips, and other public safety information, SCPD will ensure that messages that are broadcast in English are also provided in Spanish or, to

the extent practicable, any other non-English language commonly spoken by community members, consistent with the requirements of Title VI.

- ii. SCPD will advertise the availability of such publishing systems to the community using local and social media.

VIII. Policies and Training Generally

- a. SCPD will maintain policies and procedures that are consistent with this Agreement and that provide clear direction to ensure that officers and civilian employees enforce the law effectively, ethically, and constitutionally. SCPD will ensure that all SCPD officers and employees are trained and able to fulfill their duties and responsibilities pursuant to SCPD policies and procedures.
- b. After undergoing any training required by this Agreement, SCPD will ensure that all officers who take such training will be required to pass a test demonstrating a basic comprehension of the training material after it is presented.
- c. SCPD policies and procedures will define terms clearly, comply with applicable law, and comport with best practices.
- d. SCPD will apply policies uniformly and hold all officers accountable for implementing and complying with SCPD policies and procedures.
- e. Upon request, SCPD will make available to the United States any policy the United States wishes to review. All policies and training curricula required by this Agreement will be provided to the United States for review within five business days of completion or modification. Within 60 days of receipt of any policy or training curricula for review, the United States will notify SCPD of any concerns it has regarding compliance with this Agreement, the Constitution, or federal law. SCPD will revise, modify, or delete any policy or training curricula required by this Agreement that the United States finds to be deficient unless SCPD shows, to the satisfaction of the United States, that it need not do so. If the parties disagree, the parties will attempt to resolve their differences in good faith.
- f. SCPD will implement a mechanism to ascertain whether policies Rules and Procedures required by this Agreement are being followed and to measure the success of the revised, modified, or newly created Rules policies and Procedures.

The mechanism will incorporate measuring officer accountability and seeking community input as part of its metrics.

- g. SCPD will ensure that all policies and procedures are available to SCPD members in an electronic format.
- h. SCPD will ensure that all revised or modified policies, procedures, directives, or orders are provided to SCPD members in a manner that clearly highlights or distinguishes any modification or change within the text of the policy itself.
- i. After issuing a Rule and Procedure pursuant to this Agreement, SCPD will ensure that all SCPD personnel have received, read, and understand their responsibilities pursuant to the revised policy or procedure, including the requirement that each officer or employee report violations of policy. SCPD officers will be required to demonstrate that they understand the revised Rule and Procedure. SCPD will also ensure that all officers know that, if they need clarification of a Rule and Procedure, they should consult with their supervisor.
- j. SCPD will review each Rule and Procedure required by this Agreement within one year after it is implemented, and ~~at least~~ annually thereafter throughout the pendency of this Agreement to ensure that the policy or procedure provides effective direction to SCPD personnel and remains consistent with the Constitution, current law, and best practices. Each policy will be marked with the next date for review.
- k. SCPD will ensure that Rules and Procedures made pursuant to this Agreement, including policy updates and revisions, are made available on its website in both English and Spanish and any other language commonly spoken within the community within 180 days of the Effective Date. Subsequently, Rules and Procedures made pursuant to this Agreement will be made available on SCPD's website in both English and Spanish within 60 days of each policy's Effective Date. SCPD may seek the United States' permission not to post particular Rules and Procedures on the website if SCPD provides a reasonable basis for its request.
- l. SCPD will check its website for accuracy, formatting, and ease of comprehension within 90 days of the Effective Date and then annually thereafter throughout the

pendency of this Agreement. SCPD will ensure that all applicable Rules and Procedures on the SCPD website are translated by a competent translator.

- m. SCPD should ensure that policies are not duplicative or redundant and that when policies are updated, the policies they replace are no longer used and no longer referenced in other policies, practices, training materials and other department documentation.

IX. Monitoring of the Agreement

a. Compliance

- i. Compliance with a material requirement of this Agreement requires that the County:
 - 1. has incorporated the requirement into policy;
 - 2. has trained all relevant personnel as necessary to fulfill their responsibilities pursuant to the requirement; and
 - 3. is carrying out the requirement in actual practice.

b. Compliance Coordinator

- i. Within 30 days of the Effective Date, SCPD will identify a compliance coordinator who is a member of SCPD to serve as the single point of contact with the United States. The Compliance Coordinator will coordinate compliance and implementation activities; facilitate access to County personnel and provide data, documents, and materials to the United States, as needed; ensure that all data, documents and records are maintained as provided in this Agreement; and assist in assigning implementation and compliance-related tasks to SCPD personnel, as directed by the Police Commissioner or his/her designee.

c. Compliance Reporting

- i. SCPD will collect and maintain all data and records necessary to:
 - 1. document implementation of and compliance with this Agreement; and
 - 2. perform ongoing quality assurance in each of the areas addressed by this Agreement.

- ii. Six months from the Effective Date, and every six months thereafter until this Agreement is terminated, the County will provide to the United States a self-assessment Compliance Report indicating whether the County has reached one of three levels of compliance with this Agreement:
Substantial Compliance, Partial Compliance, or Non-Compliance.
 1. “Substantial Compliance” indicates that the County has achieved compliance with most or all components of the relevant provisions of the Agreement.
 2. “Partial Compliance” indicates that the County has achieved compliance on some of the components of the relevant provisions of the Agreement, but significant work remains.
 3. “Non-Compliance” indicates that the County has not met most or all of the components of the Agreement.
- iii. In addition to the above, the Compliance Report will include:
 1. the steps SCPD and the County have taken during the reporting period to implement this Agreement;
 2. plans to correct any problems or lack of compliance;
 3. a response to any concerns raised by the United States regarding the County’s previous Compliance Report;
 4. a projection of the work to be completed during the upcoming reporting period;
 5. any anticipated challenges or concerns related to implementation of the Agreement; and
 6. a summary of documents relied on for statistical purposes or general data as the basis for self-assessment.
- iv. The Compliance Report may exclude assessments of the sections of the Agreement for which the United States has already determined the County to be in substantial compliance.
- v. Within 60 days of receipt of the County’s Compliance Report, the United States will notify SCPD of any questions or concerns it has regarding the

Report and the County's compliance with this Agreement. Whether SCPD and the County have obtained Substantial Compliance with this Agreement is the determination of the United States, in the first instance and ultimately the Court if the parties are unable to agree. The United States will collaborate with SCPD in revising any policies, procedures, or practices that the United States deems to be deficient.

- vi. The report will be published on SCPD's website within five business days of its completion.

d. Access to related personnel, facilities, and materials

- i. The County and SCPD will provide the United States with full and unrestricted access to all SCPD and County staff, facilities, and documents (including databases) necessary to carry out the duties assigned to SCPD by this Agreement.
- ii. For the purpose of implementing this Agreement, the United States may conduct compliance visits or audits as needed to determine whether the County and SCPD have implemented and continue to comply with the material requirements of this Agreement.
- iii. The United States will have access to all necessary SCPD and County staff, employees, facilities, data, and documents, including access to Agreement-related trainings, meetings, and documentation (*e.g.*, Arrest reports, Citizen Complaints, IAB investigations, and Incident reports) related to the implementation of this Agreement. The United States will provide the County and SCPD with at least 15 days notice prior to any visit. United States will cooperate with SCPD and the County in scheduling access to involved personnel, facilities and documents in a reasonable manner that attempts to minimize interference with daily operations.
- iv. The United States will provide the County and SCPD with at least 15 days to respond to any document request. SCPD will provide electronic copies of the requested documents.

- v. The United States will maintain all non-public information provided by SCPD and the County in a confidential manner.

e. Modification and Enforcement of the Agreement

- i. This Agreement will become effective upon the Effective Date.
- ii. The United States acknowledges the good faith of Suffolk County in addressing the recommended remedial measures intended to promote police integrity and ensure lawful policing in Suffolk County. The United States, however, reserves its right to pursue court action if it determines that the County has failed to fully comply with any provision of this Agreement.
- iii. If the United States reasonably believes that the County or SCPD has failed to fulfill any obligation under this Agreement, the United States will, before initiating any court proceeding to remedy such failure, give written notice of the failure to the County and SCPD. The County and SCPD will have 90 days from the date of such notice to cure or substantially cure the non-compliance and provide the United States with sufficient evidence of such cure. The Parties will attempt to resolve any differences during this period. If the parties fail to agree upon a modification or on an extension of time for cure by the end of the 90-day period, and the United States determines that the failure has not been cured, the United States may, without further notice, take appropriate legal action.
- iv. The parties agree that specific enforcement of the terms of this Agreement is an appropriate remedy if the County or SCPD does not comply.
- v. In the event that any provision of the Agreement is declared invalid, for any reason, by a court of competent jurisdiction, said finding will not affect the remaining provisions of this Agreement.
- vi. The Parties may jointly agree to make changes, modifications, and amendments to this Agreement. Such changes, modifications, or amendments will be in writing and signed by the Parties.

- vii. Both Parties agree to defend the provisions of this Agreement. The Parties will notify each other of any court or administrative challenge to this Agreement. In the event any provision of this Agreement is challenged in any New York State court, removal to a federal court will be sought by the Parties. Any court disputes regarding this Agreement will be brought in federal court.
- viii. The County will promptly notify the United States if any term of this Agreement becomes subject to collective bargaining and will consult with the United States in a timely manner regarding the position the County takes in any collective bargaining consultation connected with this Agreement.
- ix. The County will require compliance with this Agreement by their respective officers, employees, agencies, assigns, or successors.

f. Termination

- i. This Agreement will terminate three years from the Effective Date, if the United States determines at that time that the County has maintained substantial compliance with all provisions of this Agreement for the previous twelve months.
- ii. This Agreement may terminate prior to three year date if the United States determines that the County has substantially complied with each of the provisions of the Agreement and has maintained substantial compliance for at least twelve months. In the event the United States and the County disagree as to whether the County has maintained substantial compliance for at least twelve months, the County may seek relief from the United States District Court for the Eastern District of New York declaring the County to be in substantial compliance with this Agreement and the Agreement terminated. The burden will be on the County to demonstrate this level of compliance.
- iii. If, after the end of the three year period described above, the United States determines that the County is not in substantial compliance, and the

County disputes that determination, the parties will attempt to resolve their differences in good faith. If those efforts fail, or the United States takes no action at the end of the three-year period, the County may seek relief from the United States District Court for the Eastern District of New York declaring the County to be in substantial compliance with this Agreement and the Agreement terminated. The County will bear the burden of demonstrating that it is in substantial compliance with the terms of this Agreement.

- iv. Individual major sections of the Agreement (Bias-free Policing, Hate Crimes and Hate Incidents, Language Assistance, Allegations of Police Misconduct, Community Engagement, and Policies and Training Generally) may terminate if the United States determines that the County has maintained substantial compliance with all provisions of the relevant section for the previous twelve months.
- v. Once the United States has determined that the County is in substantial compliance with the terms of this Agreement, the United States will issue a notification letter to the County and will close its investigation. Thereafter, the Agreement will no longer be in effect.

X. General Provisions

- a. Entry into this Agreement is not an admission by SCPD, the County, or any officer or employee of either entity that they have engaged in any unconstitutional, illegal, or improper activities or conduct.
- b. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement.
- c. This Agreement is not intended to impair or expand the right of any person or organization to seek relief against the County, SCPD, or any officer or employee thereof, for their conduct or the conduct of SCPD officers; accordingly, it does

not alter legal standards governing any such claims by third parties, including those arising from county, state, or federal law. This Agreement does not expand, nor will it be construed to expand, access to any County, SCPD, or United States documents by persons or entities other than the United States and the County, except as expressly provided by this Agreement.

- d. The County is responsible for ensuring that SCPD receives the necessary financial support and resources to enable SCPD to fulfill its obligations under this Agreement.
- e. Failure by a Party to enforce this Agreement or any provision of this Agreement with respect to any deadline or any other provision herein may not be construed as a waiver of its right to enforce other deadlines and provisions in this Agreement.
- f. Notices, documents or other information required to be provided to the United States under this Agreement shall be forwarded electronically to the United States Department of Justice Civil Rights Division and the U.S. Attorney's Office for the Eastern District of New York:

Entered into on this ____ day of _____, 2013

For the UNITED STATES OF AMERICA:

LORETTA E. LYNCH
United States Attorney
Eastern District of New York

ROY L. AUSTIN, JR.
Deputy Assistant Attorney General
Civil Rights Division
U.S. Department of Justice

By: _____

MICHAEL J. GOLDBERGER
Chief of Civil Rights, Civil Division
United States Attorney's Office
Eastern District of New York

JONATHAN M. SMITH
Section Chief, Special Litigation Section
Civil Rights Division
U.S. Department of Justice

LAURA L. COON
Special Counsel, Special Litigation Section
Civil Rights Division
U.S. Department of Justice

SILVIA J. DOMINGUEZ
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Trial Attorneys, Special Litigation Section
United States Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, NW
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Tel. (202) 514-6255
Fax. (202) 514-4883

For the COUNTY OF SUFFOLK, NEW YORK:

STEVEN BELLONE
County Executive for Suffolk, New York

DENNIS M. BROWN
Suffolk County Attorney

For the SUFFOLK COUNTY POLICE DEPARTMENT

EDWARD WEBBER
Commissioner

2105

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

Laid on Table 12/3/13

**RESOLUTION NO. -2013, DECLARING JANUARY 26TH AS
"LANGERHANS CELL HISTIOCYTOSIS AWARENESS DAY" IN
SUFFOLK COUNTY**

WHEREAS, Langerhans Cell Histiocytosis ("LCH") is a rare disease characterized by an accumulation of too many immature white blood cells in the body; and

WHEREAS, the buildup of immature Langerhans cells in patients with LCH can cause damage to organs or seriously impact many body systems, including skin, bones, lymph glands, lungs, liver, spleen, the pituitary gland and bone marrow; and

WHEREAS, LCH can manifest in a variety of ways, including headaches, bone pain, gastrointestinal pain and distress, a scaly skin rash that does not respond to treatment, or inflammation in the mouth, face, ears, scalp or lymph nodes; and

WHEREAS, LCH is believed to occur in 1 in 200,000 children but can affect individuals at any age; and

WHEREAS, treatment for LCH varies based on the severity of the disease in each patient and may include the use of non-steroidal anti-inflammatory drugs, steroids, surgery to remove tumors, low-dose radiation and chemotherapy; and

WHEREAS, the underlying cause of LCH remains unknown and few studies have been conducted to determine the basic biological nature of the disease or how it would be best treated; and

WHEREAS, to increase awareness of this debilitating disease, the County of Suffolk wishes to declare January 26th as "Langerhans Cell Histiocytosis Awareness Day"; now, therefore be it

1st RESOLVED, that January 26th, 2014 is hereby designated "Langerhans Cell Histiocytosis Awareness Day" in Suffolk County; and be it further

2nd RESOLVED, that beginning in 2015 and every year thereafter January 26th shall be permanently dedicated "Langerhans Cell Histiocytosis Awareness Day" within the County of Suffolk to raise awareness of this rare and debilitating disease; 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:

s:\res\h-histiocytosis-awareness-day

2106

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

Laid on Table 12/03/2013

RESOLUTION NO. -2013, AMENDING THE TEMPORARY CLASSIFICATION AND SALARY PLAN TO ADD THE EMERGENCY COMPLAINT OPERATOR AND EMERGENCY COMPLAINT OPERATOR (SPANISH SPEAKING) TITLES

WHEREAS, Resolution No. 651-2013 directs the Suffolk County Police Department to create an Emergency Call Center Action Team to be staffed by temporary and/or part-time workers; and

WHEREAS, this Department of Civil Service has determined that the appropriate titles for members of the Emergency Call Center Action Team are Emergency Complaint Operator and Emergency Complaint Operator (Spanish Speaking); and

WHEREAS, the Emergency Complaint Operator and Emergency Complaint Operator (Spanish Speaking) titles are not included in the Temporary Classification and Salary Plan;

WHEREAS, it is necessary to adequately entice highly trained retirees with many years of experience to return to work only under the most stressful emergency situations; now, therefore be it

1st RESOLVED, that the Suffolk County Temporary Classification and Salary Plan be and is hereby amended as follows:

ADDITIONS TO THE TEMPORARY CLASSIFICATION AND SALARY PLAN

<u>Spec. No</u>	<u>JC</u>	<u>Title</u>	<u>Rate of Pay</u>	
0165	NC/PT	Emergency Complaint Operator	Training	\$17.36 an hour
			Day	\$20.65 an hour
			Rotating	\$21.50 an hour
			Night	\$22.25 an hour
0166	NC/PT	Emergency Complaint Operator (Spanish Speaking)	Training	\$17.36 an hour
			Day	\$20.65 an hour
			Rotating	\$21.50 an hour
			Night	\$22.25 an hour

and be it further

2nd RESOLVED, that the provisions of this resolution shall take effect within the first pay period immediately succeeding its adoption.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date: