

RESOLUTION NO. -2015 AUTHORIZING THE EXTENSION OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF BROOKHAVEN

WHEREAS, Resolution 542-2009 authorized the County Executive to enter into an Agreement with the Town of Brookhaven whereby the Town would commence eminent domain proceedings and for Suffolk County to provide financial assistance and funding in connection with the Demolition of the Old Plaza Theater in East Patchogue; and

WHEREAS, the estimated total cost of demolition was \$725,000, of which \$350,000 will be paid by the County to the Town of Brookhaven and reimbursed to the County upon the sale of the property or by June 30, 2014 which ever was sooner; and

WHEREAS, the financial support from Suffolk County totaled \$267,506.64; and

WHEREAS, the Town of Brookhaven via Resolution No. 2015-0090 has asked the County for an extension to this Agreement as they have faced delays with the eminent domain process and the subsequent marketing and sale of the property; now, therefore, be it

1st Resolved, this Legislature approves the extension as request to June 30, 2015; and be it further

2nd Resolved, that the County Executive or his designee is hereby authorized to execute the documents necessary with regards to this extension; 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©(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIORNMENTAL 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: _____

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING**

TITLE OF BILL:

AUTHORIZING THE EXTENSION OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF BROOKHAVEN

PURPOSE OR GENERAL IDEA OF BILL:

Through authorizing resolution the County supported the costs associated with the demolition of the Patchogue Plaza. Brookhaven Town was required to reimburse the County after the sale of the property or by June 31, 2014, which ever was sooner. The Town has requested an extension to the Intermunicipal Agreement to June 30, 2016.

SUMMARY OF SPECIFIC PROVISIONS:

To extend the deadline for reimbursement to Suffolk County from June 30, 2014 to June 30, 2016.

JUSTIFICATION:

Extensions of authorized agreements require Legislative approval.

FISCAL IMPLICATIONS:

None.

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

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

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

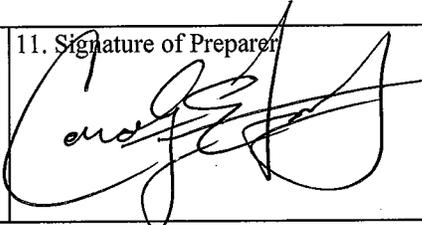
Technical Amendment _____ New Program _____
 Grant Award _____ Contract: New _____ Rev. _____

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

**AUTHORIZING THE EXTENSION OF AN INTERMUNICIPAL AGREEMENT
WITH THE TOWN OF BROOKHAVEN**

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

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 EXTENSION OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF BROOKHAVEN		
3. Purpose of Proposed Legislation		
To authorize the extension of the Intermunicipal Agreement with the Town of Brookhaven as authorized via resolution 542-2009		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
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
Carolyn E. Fahey Intergovernmental Relations Coordinator		3/18/15

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

MEMORANDUM

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

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

DATE: March 18, 2015

RE: AUTHORIZING THE EXTENSION OF AN INTERMUNICIPAL
AGREEMENT WITH THE TOWN OF BROOKHAVEN

The Department of Economic Development and Planning requests the attached resolution be submitted for consideration. The County, as authorized through Resolution 542-2009, entered into an Intermunicipal Agreement with the Town of Brookhaven allowing for the County to financially support the revitalization of blighted property in East Patchogue.

The County provided funding of \$267,506.64 to the Town of Brookhaven, who was required to reimburse the County after the sale of the property or by June 30, 2014, which ever was sooner. Brookhaven Town has requested an extension due to delays in the eminent domain process and the marketing and sale of the property.

The attached resolution requests approval to extend the agreement through June 30, 2016.

Thank you.

CEF/jle
Attachments

cc: Joanne Minieri, Deputy County Executive/Commissioner
Amy Keyes, Deputy Commissioner

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Intro. Res. No. -2015

Laid on Table

3/24/15

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2015, APPROVING AND
ADOPTING A CITIZEN PARTICIPATION PLAN IN
CONNECTION WITH THE RECEIPT OF COMMUNITY
DEVELOPMENT BLOCK GRANT DISASTER
RECOVERY FUNDS**

WHEREAS, pursuant to Resolution No. 1206-2013, this Legislature authorized the County Executive to enter into a Subrecipient Agreement with the New York Housing Trust Fund Corporation in order for the County to accept funds in the amount of \$2,130,521, as part of the monies allocated to the State from the United States Department of Housing and Urban Development ("HUD") for Superstorm Sandy related work performed by the Suffolk County Planning Commission, the Department of Labor, Licensing and Consumer Affairs, and the Department of Health Services; and

WHEREAS, pursuant to Resolution No. 878-2014, this Legislature authorized the County Executive to enter into a Subrecipient Agreement with the New York Housing Trust Fund Corporation in order for the County to accept additional funds allocated to the State from HUD for Superstorm Sandy related projects that are yet to be determined; and

WHEREAS, in connection with both agreements with the New York Housing Trust Fund Corporation, the County, as a subrecipient of the grants from HUD, is required by the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 et seq.), to have a written and adopted Citizen Participation Plan; and

WHEREAS, the purpose of the Citizen Participation Plan is to provide citizens with adequate opportunity to participate in the planning, implementation, and assessment of a Community Development Block Grant program; and

WHEREAS, the Office of the County Executive has developed a proposed Citizen Participation Plan, with the assistance of the Governor's Office of Storm Recovery, that complies with the Housing and Community Development Act of 1974, as amended, and the Subrecipient Agreements; now, therefore, be it

1st RESOLVED, that this Legislature hereby approves and adopts the County of Suffolk Citizen Participation Plan, in the form of the copy attached hereto as Exhibit "A"; 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 law 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 N.Y.C.R.R.) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of nonapplicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

EXHIBIT "A"

COUNTY OF SUFFOLK
NEW YORK STATE
GOVERNOR'S OFFICE OF STORM RECOVERY (GOSR)
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROGRAM

CITIZEN PARTICIPATION PLAN

The County of Suffolk has adopted the following Citizen Participation Plan to meet the citizen participation requirements of Section 508 of the Housing and Community Development Act of 1974, as amended, and the program policies of the New York State Community Development Block Grant-Disaster Recovery (CDBG-DR) Program. The Citizen Participation Plan was adopted by the County of Suffolk in a general session of the Legislature on the day of , 2015, under Resolution No.

The County of Suffolk is committed through adoption of this plan to the full and total involvement of all residents of the community in the composition, implementation, and assessment of its Community Development Block Grant-Disaster Recovery (CDBG-DR) Program. Attempts will be made to reach all citizens within the proposed service area, with particular emphasis on participation by persons of low and moderate income, residents of slum and blighted areas, and of areas in which funds are proposed to be used. A copy of this plan will be made available to the public by public notice and through dissemination at public facilities such as libraries.

As part of the citizen participation requirements and to maximize citizen interaction, the County of Suffolk shall:

- 1) Provide citizens with reasonable and timely access to local meetings, information, and records relating to the State's proposed method of distribution, as required by the Secretary of Housing and Urban Development, and relating to the actual use of funds under Title I of the Housing and Community Development Act of 1974, as amended;
- 2) When applicable, provide for public information meetings to obtain views and respond to proposals and questions at all stages of the community development program. These public information meetings will consist of the development of needs and proposed activities and review of program performance. These public information meetings will be held after adequate notice, a minimum of five (5) calendar days, at times and locations convenient to potential or actual beneficiaries with accommodations for persons with disabilities;
- 3) Provide for and encourage citizen participation with particular emphasis on participation by persons of low and moderate income (LMI) and residents of slum and blighted areas as well as those affected by the proposed project;

- 4) Provide for limited technical assistance to the community to be served including groups representative of persons of low and moderate income that request such assistance to clarify and detail the project scope, schedule and costs;
- 5) Where applicable, identify how the needs of non-English speaking residents will be met in the case of public hearings; and
- 6) Provide for a formal written procedure that will accommodate a timely written response to written complaints and grievances. See Section VIII, Citizen Complaint Procedure. Additionally, a Review Committee will be established as part of the application.

I. PUBLIC HEARINGS

A public hearing is to be held to obtain citizen input. Notices informing citizens of public hearings will appear in the official newspaper, and a newspaper having general circulation within the municipality of the County of Suffolk, a minimum of ten (10) calendar days prior to the hearing. In addition, notices will also be posted publicly in municipal office buildings and the hearing will be publicized through local community organizations, and/or posting of information in LMI areas. Hearings will be held at times and locations convenient to potential or actual beneficiaries with accommodations for individuals with disabilities and non-English speaking persons. Whenever possible, these hearings will be held within or near the LMI areas, at times affording participation by the most affected residents.

Written minutes of the hearings and an attendance roster will be maintained by the County of Suffolk.

II. APPLICATION

1. Seven (7) calendar days, at a minimum, prior to the scheduled submittal of the application for project funding through the NY Rising Community Reconstruction Program or Infrastructure Program, a notice shall appear in the official newspaper, and a newspaper having general circulation within the municipality, informing the citizens of the following:
 - a. Proposed submittal date of the application;
 - b. Proposed objectives;
 - c. Proposed activities;
 - d. Location of proposed activities;
 - e. Dollar amount of proposed activities; and

- f. Location and hours the application is available for review.
2. In addition, the notice shall state "all citizens, particularly persons of low and moderate income and residents of slum and blighted areas as well as those affected by the proposed project, are encouraged to review the proposed application and submit any written comments on the application to:

For Code Enforcement Projects:

Rosemarie Pforr
Suffolk County Office of Community Development
Department of Economic Development and Planning
100 Veterans Memorial Highway, 2nd Floor
P.O. Box 6100
Hauppauge, New York 11788

For Sewer Projects:

Office of the Chief Engineer of Sanitation
Suffolk County Department of Public Works
335 Yaphank Avenue
Yaphank, New York 11980"

3. The public notice will also state that the following information is available:
 - a. The amount and source of funds available for proposed community development disaster recovery activities;
 - b. The range of CDBG-DR activities that may be undertaken;
 - c. The estimated amount of CDBG-DR funds proposed to be used for activities that will meet the national objective of benefitting low and moderate income persons; and
 - d. The plan(s) designated for minimizing displacement of persons, if any, as a result of activities assisted with such funds and the benefits to be provided by the County of Suffolk to persons actually displaced, if any, as a result of such activities.
4. In addition, the application will be published on the County of Suffolk's website.
5. Comments received, along with the response, will be incorporated in the application to the New York State Governor's Office of Storm Recovery (GOSR) or the application will be withdrawn if necessary.

III. AMENDMENTS

Program amendments, which substantially alter the CDBG-DR project from that approved in the original application, shall not be submitted to the State without publication of notice in the official newspaper, and in a newspaper having general circulation within the municipality, being published a minimum of five (5) days prior to the scheduled submittal of the amendment informing citizens of the following:

- a. Proposed submittal date of the amendment;
- b. Proposed objectives;
- c. Proposed activities;
- d. Location of proposed activities;
- e. Dollar amount of proposed activities; and
- f. Location and hours the application is available for review.

In addition, the notice shall state "all citizens, particularly persons of low and moderate income and residents of slum and blighted areas as well as those affected by the proposed project, are encouraged to review the proposed application and submit any written comments on the application to:

For Code Enforcement Projects:

Rosemarie Pforr
Suffolk County Office of Community Development
Department of Economic Development and Planning
100 Veterans Memorial Highway, 2nd Floor
P.O. Box 6100
Hauppauge, New York 11788

For Sewer Projects:

Office of the Chief Engineer of Sanitation
Suffolk County Department of Public Works
335 Yaphank Avenue
Yaphank, New York 11980"

Any comments received including the responses will be submitted with the request for the amendment.

Citizens may, at any time, contact GOSR directly to register comments, objections, or complaints concerning the subrecipient's CDBG-DR application(s), amendment(s), and/or performance. Citizens are encouraged, however, to attempt to resolve any complaints at

the local level as outlined above prior to contacting GOSR.

IV. CONSIDERATION OF OBJECTION TO APPLICATION OR AMENDMENT

Persons wishing to object to approval of an application or amendment by the State may make such objection known prior to or concurrent with the County of Suffolk's submission of the application or amendment to:

New York State
Governor's Office of Storm Recovery
25 Beaver Street
Post Office Box 230
New York, New York 10004
Email: citizenparticipation@stormrecovery.ny.gov

V. LIMITED ENGLISH PROFICIENCY

Whenever a significant number of persons and/or residents of blighted neighborhoods communicate with a primary language other than English attend public information meetings or the hearings, the County of Suffolk will provide an interpreter for dissemination of information to them provided the County of Suffolk is given sufficient notification of three (3) calendar day(s). Documents will be available in the appropriate languages for the geographic area served by the proposed project.

VI. TECHNICAL ASSISTANCE

Limited technical assistance may be provided directly by the County of Suffolk to any citizens, particularly to LMI persons, residents of blighted neighborhoods and minorities, who request clarification and project details concerning the CDBG-DR Program. The County of Suffolk will conduct informational meetings with project area citizens including the residents of the LMI areas as indicated on page 1, item 2. The persons who conduct the technical assistance meetings will disseminate information on the program and answer all pertinent questions.

VII. TIMELY ACCESS AND ADEQUATE INFORMATION

The County of Suffolk shall provide timely disclosure of records, information and documents related to the CDBG-DR program activities. Documents will be made available for copying upon request at the County of Suffolk Offices, Monday thru Friday 9:00 a.m. thru 4:00 p.m. Such documents may include the following:

1. All meetings and promotional materials;
2. Records of hearings and meetings;
3. All key documents, including prior applications, letters, grant agreements, citizen participation plans, and proposed applications;
4. Copies of the regulations (final statements) concerning the program; and,

5. Documents regarding other important requirements, such as Procurement Procedures, Fair Housing, Equal Employment Opportunity, Uniform Act, Labor Provisions, and Environmental Procedures.

VIII. CITIZEN COMPLAINT PROCEDURE

SECTION 1

It is the policy of the County of Suffolk to review all complaints received.

SECTION 2

The following procedures will be followed on all complaints received by the County of Suffolk:

1. The complainant shall notify the designated official of the complaint. If the complaint relates to the Code Enforcement Project, the designated official is Rosemarie Pforr at the address set forth at II. 2. above. If the complaint relates to a Sewer Project, the designated official is the Office of the Chief Engineer of Sanitation at the address set forth at II. 2. above. The initial complaint may be expressed orally or by written correspondence.
2. If the complaint is oral, it will be recorded by the designated official as accurately as possible.
3. The designated official will notify the Suffolk County Executive or designated representative of the complaint within three (3) working days.
4. The Suffolk County Executive or designated representative will investigate the complaint and will report the findings to the appropriate designated official within five (5) working days.
5. The designated official will notify the complainant of the findings of the Suffolk County Executive or designated representative in writing or by telephone within five (5) working days.
6. If the complainant is aggrieved by the decision, he/she must forward the complaint in writing (if previously submitted orally) to the designated official who will forward the complaint and all actions taken by the Suffolk County Executive or designated representative to a review committee for its consideration. This will be accomplished within thirty (30) working days of receipt of the written complaint.
7. The reviewing committee will have fifteen (15) working days to review the complaint and forward its decision to the complainant in writing. The reviewing committee's decision will be final.

1264

Intro. Res. No. -2015

Laid on Table

3/24/15

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2015, AUTHORIZING USE OF
CUPSOGUE BEACH COUNTY PARK BY THE MORICHES
PAQUATUCK SQUAWS, INC FOR ITS INLET RIDE
FUNDRAISER**

WHEREAS, Paquatuck Squaws, Inc. is a 501(c)(3) nonprofit organization having its place of business at P.O. Box 83, Center Moriches, NY; and

WHEREAS, Paquatuck Squaws, Inc. would like to use Cupsogue Beach County Park in Westhampton for the purpose of hosting their Inlet Ride Fundraiser to raise money for Camp Paquatuck, Long Island's Camp for Children With Special Needs; and

WHEREAS, the Inlet Ride fundraiser is scheduled to be held on Saturday, May 2, 2015 from 8:00 am to 1:00 pm; and

WHEREAS, a Certificate of Insurance naming Suffolk County as an additional insured will be provided by Paquatuck Squaws, Inc. within 30 days of the Inlet Ride fundraiser; now therefore, be it

1st RESOLVED, that the use of Cupsogue Beach County Park by Paquatuck Squaws, Inc. for the purpose of hosting a fundraiser on Saturday, May 2, 2015 is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance and the accompanying declaration page by the County of Suffolk from Paquatuck Squaws, Inc., and the payment of the Two Hundred Dollars (\$200.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel and Civil Service; and be it further

2nd RESOLVED, that before this event shall be permitted to occur, Paquatuck Squaws, Inc. must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd RESOLVED, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Cupsogue Beach County Park by Paquatuck Squaws, Inc., and be it further

4th RESOLVED, that Paquatuck Squaws, Inc. shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and

(27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

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.): Emily R. Lauri 854-4980
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Suggestion Involves:

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

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

Authorizing use of Cupsogue Beach County Park by the Moriches Paquatuck Squaws, Inc. for its Inlet Ride fundraiser on May 2, 2015.

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

<p>1. Type of Legislation</p> <p>Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u></p>		
<p>2. Title of Proposed Legislation</p> <p>AUTHORIZING USE OF CUPSOGUE BEACH COUNTY PARK BY THE MORICHES PAQUATUCK SQUAWS, INC. FOR ITS INLET RIDE FUNDRAISER</p>		
<p>3. Purpose of Proposed Legislation</p> <p>Authorize use of County Parkland for fundraising event.</p>		
<p>4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u></p>		
<p>5. If the answer to item 4 is "yes", on what will it impact? (circle 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 </p>		
<p>6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact</p> <p>There is a Park Use fee of \$200.00 based on the number of anticipated attendees.</p>		
<p>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.</p> <p>N/A</p>		
<p>8. Proposed Source of Funding</p> <p>N/A</p>		
<p>9. Timing Impact</p> <p>N/A</p>		
<p>10. Typed Name & Title of Preparer</p> <p>Emily R. Lauri Community Relations Director Dept. of Parks, Recreation & Conservation</p>	<p>11. Signature of Preparer</p> <p><i>Emily R Lauri</i></p>	<p>12. Date</p> <p>03/20/2015</p>

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2015 SCHEDULE OF FEES

SUMMARY OF FEES: When a park is charging for parking we charge *On-Season Rates*, however when they are not charging for parking, we charge *Off-Season Rate*. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

- a. On-Season Park Use Fee:

Up to 50 persons.....\$50.00/day	201 to 500 persons....\$225.00/day
51 to 100 persons.....\$100.00/day	501 to 1000persons...\$400.00/day
101 to 200 persons...\$150.00/day	Over 1000 persons....\$600.00/day
- b. Off-Season Park Use Fee: **\$2.00/person/day**
- c. Suffolk County Alcohol Fee: \$30.00/day
- d. Pavilion Use Fee: \$100.00/day
- e. Showmobile Fee: \$500.00 for the first 4 hours, \$125.00 for each additional hour
- f. Showmobile Extras: \$225.00/day for extended stage, \$125.00/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

- a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows and Indian Island:
05/25-09/07/2015 (**Weekends and Holidays Only**) – On-Season Park Use Fee
All other dates – Off-Season Park Use Fee
- b. Smith Point, Meschutt & **Cupsogue**:
05/25-09/07/2015 – On-Season Park Use Fee
09/12-09/13/2015 (**Smith Point ONLY**) – On-Season Park Use Fee
All other dates – Off-Season Park Use Fee
- c. All other locations:
Off-Season Park Use, all year round.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.
Park – Cupsogue Beach County Park, Event Date – May 2, 2015, Estimated No. of People - 100,
Alcohol - No, Pavilion Use - No,
Showmobile - No, Showmobile Extras – N/A

FEE CHARGED: \$200.00 = 100 people x \$2.00/person



COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2015 INTRAGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: An act authorizing use of Cupsogue Beach County Park by the Moriches Paquatuck Squaws, Inc. for its Inlet Ride Fundraiser.

PURPOSE OR GENERAL IDEA OF THE BILL: The Moriches Paquatuck Squaws, Inc. would like to hold its Inlet Ride Fundraiser at Cupsogue Beach County Park in the Town of Westhampton.

SUMMARY OF SPECIFIC PROVISIONS: This legislation authorizes the use of Cupsogue Beach County Park by the Moriches Paquatuck Squaws, Inc. for the purpose of hosting a fundraiser on Saturday, May 2, 2015, from 8:00 am to 1:00 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from the Moriches Paquatuck Squaws, Inc., and the payment of Two Hundred Dollars (\$200.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law.

JUSTIFICATION: The Moriches Paquatuck Squaws, Inc. is a 501(c)(3) private, nonprofit organization having its principal place of business at P.O. Box 83, Center Moriches, NY. All proceeds from the fundraiser will benefit Camp Paquatuck, Long Island's camp for children with Special Needs. Camp Paquatuck's mission is to help children and young adults ages 6-21 with both physical and developmental disabilities to achieve equality, dignity, and maximum independence through a safe and quality program of camping, recreation and education in a summer-time environment. This event will generate Two Hundred Dollars (\$200.00) in revenue for the County of Suffolk. In addition, the use of County property for this event would promote and protect the public health and general welfare of the residents of Suffolk County.

FISCAL IMPLICATIONS: There is a nominal fee (\$200.00) collected by the County for use of the Park.



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

DATE: March 20, 2015

**RE: INTRODUCTORY RESOLUTION AUTHORIZING USE OF
CUPSOGUE BEACH COUNTY PARK BY THE MORICHES
PAQUATUCK SQUAWS, INC. FOR ITS INLET RIDE FUNDRAISER**

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-Inlet Ride Fundraiser - Cupsogue.doc".

The Moriches Paquatuck Squaws, Inc. is a 501(c)(3) organization located in East Moriches, NY. This draft resolution authorizes the use of the Cupsogue Beach County Park on May 2, 2015 for their fundraiser.

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

Enclosures

1265
Intro. Res. No. -2015
Introduced by Presiding Officer Gregory

Laid on Table

3/24/15

**RESOLUTION NO. -2014, APPROVING COUNTY FUNDING
FOR A CONTRACT AGENCY (GERALD RYAN OUTREACH)**

WHEREAS, the County of Suffolk contracts with many agencies to provide vital services to County residents; and

WHEREAS, Section 189-66(B) of the SUFFOLK COUNTY CODE requires contract agencies to submit to the Suffolk County Comptroller by September 15 each year, a financial disclosure form, their most recently audited financial statements and a schedule of all employees and their salaries; and

WHEREAS, if a contract agency fails to submit these forms and documents by the September 15th deadline, they cannot receive County funding in the subsequent budget year unless approved by a standalone resolution of this Legislature; and

WHEREAS, Gerald Ryan Outreach contracts with the County to provide youth services; and

WHEREAS, the Comptroller has advised this Legislature that Gerald Ryan Outreach did not comply with the disclosure requirements of § 189-66(B) by the September 15th deadline; and

WHEREAS, Gerald Ryan Outreach is now in compliance with § 189-66(B); now, therefore be it

1st RESOLVED, that the funding included in the 2015 Operating Budget for the Gerald Ryan Outreach is hereby approved in accordance with § 189-66(C) of the SUFFOLK COUNTY CODE and the Department of Audit and Control is hereby authorized, empowered and directed to release 2015 funding to Gerald Ryan Outreach (Youth Bureau, 001-EXE-7320-4980-HFJ1) in accordance with its regular procedures; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1266
Intro. Res. No. -2015
Introduced by Legislator Calarco

Laid on Table

3/24/15

**RESOLUTION NO. -2015, REAPPOINT MEMBER TO THE
SUFFOLK COUNTY BOARD OF ETHICS (HEATHER M.
PALMORE, ESQ.)**

WHEREAS, Local Law No. 56-2011 established a five member Board of Ethics;
and

WHEREAS, all appointments to the Board of Ethics are subject to legislative
approval; and

WHEREAS, Heather M. Palmore's term of office as a member of the Suffolk
County Board of Ethics expires on March 27, 2015; now, therefore be it

1st RESOLVED, that Heather M. Palmore, Esq. of Wyandanch, NY, is hereby
reappointed to the Suffolk County Board of Ethics as the appointment of the Majority Leader, for
a term of office to expire on March 27, 2018.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO SECTION C30-2(A) OF THE SUFFOLK COUNTY
CHARTER

1266

HEATHER M. PALMORE, ESQ.

Address: , Amityville, New York 11701
Phone: (917) Email:

Licensed attorney in New York State and U.S. District Court, Eastern and Southern Districts in New York since 1995

LEGAL EXPERIENCE

Senior Trial Attorney-Nationwide Insurance 2012-present

- Litigation specialist handling insurance claims including, but not limited to premises, commercial, automobile, labor law and construction claims from inception through trial, including discovery, depositions, and site inspections. Works closely with medical experts, engineers and safety experts among experts in other fields in defense of litigated matters. Supervise staff and attorneys in the absence of the Managing Partner.

Partner/Shareholder

Conway, Farrell, Curtin & Kelly, P.C., Wall Street, New York 1999-2012

- Trial Attorney in Litigation Department with extensive litigation/trial experience in all Courts
- Partner in charge of Construction/Labor Law, Commercial Litigation, Insurance Law, Employment, Municipal, representing construction companies, commercial premises, automobile, municipalities, corporations, insurance companies in the Tri-State area as General and Labor Counsel; trial attorney-trying over 100+ trials to verdict
- Recognized litigation specialist in contracts, insurance defense, complex litigation, automobile, commercial premises, labor, employment and construction/labor law, premises liability, commercial litigation, employment contracts, labor negotiations, education law and all aspects of trial litigation
- Worked closely with Human Resources/Personnel Departments for corporations and municipalities regarding hiring practices, compliance, employment contracts
- Supervised work of attorneys in all aspects of litigation, including, but not limited to risk assessment, discovery, negotiations and trial preparation
- Defended corporations, insurance companies, municipalities in mediations and arbitrations in the Tri-State area, including, but not limited to Travelers, Nationwide, QBE, Harleysville, Verizon, AIG, Diocese of Brooklyn, General Star, Port Authority, Zurich North America, Lehr Construction, Bovis Lend Lease, Ian Schragger Company, City of New York and numerous other public, private and not-for-profit entities
- Extensive experience in the preparation and trial of all aspects of insurance claims, labor negotiations, employment contracts

OTHER PROFESSIONAL EXPERIENCE

- Taught Oral Communication, Trial Practice, Public Speaking at both Cornell University and Syracuse University College of Law
- Former Assistant to the District Attorney of Queens County in the Felony Trial, Family Court, Domestic Violence, Narcotics and Appeals Bureaus-trying over 50 cases to verdict.

KEY ACCOMPLISHMENTS

- Elected Partner at the Wall Street law firm of Conway, Farrell, Curtin & Kelly, P.C.
- Successfully defended over 150 civil and criminal trials in Supreme Court with 95% to verdict, all resulting in favorable verdicts
- Appointed unanimously by the Suffolk County Legislature to the *Suffolk County Board of Ethics* for all elected officials of Suffolk County, Long Island, Served as *Chairperson*
- Appointed unanimously by the New York State Board of Regents to the Roosevelt Board of Education, the only State-run school district in New York
- 2011 *Long Island Business News* Top 50 Most Influential Women in Business
- 2008 *The Network Journal Magazine*-Top 40 Under 40 Achievement Award
- 2008 Citizen of the Year for the North Atlantic Region of Alpha Kappa Alpha Sorority, Inc.
- 2007 recipient of the Dr. Martin Luther King Drum Major Award for Long Island
- 2007 recipient of the National Panhellenic Council Award for Soror of the Year
- Inducted into the Malverne Hall of Fame for Athletic Excellence-2007
- Featured on *Dateline NBC* regarding studies at Yale University pertaining to Subliminal Preferences and Implicit Association

AFFILIATIONS

Member: New York State Bar Association

Member, Brooklyn Bar Association

Member, Amistad Bar Association,

Foundation President, Theta Iota Omega Chapter of Alpha Kappa Alpha Sorority, Inc.;

Member, The Long Island Chapter of The Links Incorporated,

President; Suffolk County Chapter of Jack and Jill of America,

Member, Long Island Chapter of 100 Black Women;

New York State School Boards Association;

Executive Board, Stroke of Hope Foundation,;

Trustee, Molloy College, Rockville Centre, Long Island, New York

EDUCATION

Syracuse University College of Law

Syracuse, New York

Juris Doctor, with distinction, 1995

Cornell University

Ithaca, New York

Bachelor of Science, with honors, 1992

Recipient of the Elsie Van Buren Award for Oral Communication, the University's highest honor for oral advocacy for two consecutive years

Yale University, New Haven, Connecticut

Ford Mellon Scholar, 1992

RESOLUTION NO. -2015, AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PILOT PROGRAM FOR THE INSTALLATION OF ALTERNATIVE WASTEWATER DISCHARGE SYSTEMS (CP 8710.143 AND 8710.326)

WHEREAS, there are sufficient funds within the Reserved Fund Balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee, pursuant to Article XII of the SUFFOLK COUNTY CHARTER has recommended funding this study at its March 13, 2015 meeting as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, the Suffolk County Department of Economic Development and Planning will sponsor a pilot program to install alternative recharge dispersal fields to evaluate their capacity to replace leaching pits that are typically used throughout Suffolk County, in accordance with Article XII of the SUFFOLK COUNTY CHARTER; and

WHEREAS, the installation of these alternative recharge dispersal fields will be performed on properties within the Peconic Estuary or the Long Island Sound watershed on the East End; and

WHEREAS, the Peconic Estuary and Long Island Sound, are estuaries of national importance, both of which have class SA saline surface waters which are important for shellfish/fish propagation and harvesting; and

WHEREAS, mounting evidence identifies wastewater as a primary source of nutrients that feed harmful algal blooms which adversely affect shellfish health; and

WHEREAS, the draft 2015 Suffolk County Comprehensive Water Resources Management Plan identifies a direct link between onsite wastewater treatment and water quality; and

WHEREAS, the project is consistent with the recommendations of both the Peconic Estuary Program Comprehensive Management Plan and the Long Island Sound Study's Comprehensive Conservation and Management Plan in accordance with the requirements of Article XII of the SUFFOLK COUNTY CHARTER by reducing non-point source pollution to the Peconic Estuary and Long Island Sound; and

WHEREAS, Peconic Green Growth will commit to provide matching project funds to be no less than either \$125,000 or one half the cost of the project, whichever is less; and

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

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

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2015 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2015 Capital Budget and Program; and

WHEREAS, site specific environmental impacts, will be determined by the local municipalities upon site selection and prior to construction; 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"), 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-eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

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

4th **RESOLVED**, that the Adopted 2015 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$125,000

and be it further

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

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525-CAP-IFTR-R477)	525	R477	E525	Transfer from Water Quality Protection	\$125,000

and be it further

6th **RESOLVED**, that the 2015 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8710
 Project Title: Pilot for Alternative Discharge for Decentralized Wastewater

	<u>Total Est'd Cost</u>	<u>Current 2015 Capital Budget & Program</u>	<u>Revised 2015 Capital Budget & Program</u>
1. Planning	\$53,000	\$0	\$57,400W
3. Construction	<u>\$67,600</u>	<u>\$0</u>	<u>\$67,600W</u>
TOTAL and be it further	\$125,000	\$0	\$125,000

7th **RESOLVED**, that these Water Quality proceeds in the amount of \$125,000 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8710.143	14	Pilot for Alternative Discharge for Decentralized Wastewater-Planning	\$57,400
525-CAP-8710.326	14	Pilot for Alternative Discharge for Decentralized Wastewater-Construction	\$67,600

and be it further

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

9th **RESOLVED**, that Peconic Green Growth shall enter into a contractual agreement with Suffolk County to ensure project completeness; and be it further

10th **RESOLVED**, that nothing contained herein shall be construed as a binding obligation on the part of Suffolk County to continue to provide funding or resources to Peconic Green Growth for implementation of this resolution once the funding in this resolution has been exhausted.

APPROVED BY:

 County Executive of Suffolk County

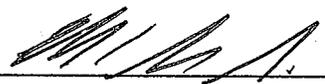
Date of Approval:

Additional back-up material regarding IR 1267 is on file in the

Legislative Clerk's Office, Hauppauge, as well as online.

1267

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. -2015, AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PILOT PROGRAM FOR THE INSTALLATION OF ALTERNATIVE WASTEWATER DISCHARGE SYSTEMS (CP 8710.143 AND 8710.326)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>X</u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8710- WATER QUALITY PROJECT.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
FUND 477 RESERVE FUND BALANCE		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 23, 2015

**FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

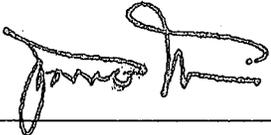
COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 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 _____ Charter Law _____		
3. Title of Proposed Legislation: AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PILOT PROGRAM FOR THE INSTALLATION OF ALTERNATIVE WASTEWATER DISCHARGE SYSTEMS		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding This resolution transfers \$125,000 from Fund 477 to Capital Project Fund XXXX for a Pilot Program for the Installation of Alternative Wastewater Discharge Systems		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning	11. Signature of Preparer 	12. Date 3/19/15

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

Title of Resolution:

2015, AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PILOT PROGRAM FOR THE INSTALLATION OF ALTERNATIVE WASTEWATER DISCHARGE SYSTEMS.

PURPOSE OR GENERAL IDEA OF BILL:

The purpose of the project is to provide support for a pilot program to install and evaluate the capacity for these systems to be used as replacements for leaching pits.

SUMMARY OF SPECIFIC PROVISIONS:

To transfer the funding from Fund 477 into a Capital Projects account to be used by Peconic Green Growth to install, monitor and evaluate the efficacy of these systems upon the execution of a contract with the County.

JUSTIFICATION:

The funding for this study was recommended at the March 13, 2015 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. The purpose of the project is to install and evaluate the capacity of alternative discharge systems to replace leaching pits that are typically used on residential properties throughout Suffolk County.

FISCAL IMPLICATIONS

There is no fiscal impact to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality protection projects.

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT
AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

March 16, 2015

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Building, 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PILOT PROGRAM FOR THE INSTALLATION OF ALTERNATIVE WASTEWATER DISCHARGE SYSTEMS

There are sufficient funds in Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its March 13, 2015 meeting, approved this project as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of \$125,000.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner

JM:ej
Enc.

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
Department of Economic Development and Planning
H Lee Dennison Bldg., 4th Floor, Hauppauge

Department Contact Person:
Frank Castelli
853-5943

Suggestion Involves:

- | | |
|---|--|
| <input type="checkbox"/> Technical Amendment | <input type="checkbox"/> New Program |
| <input type="checkbox"/> Grant Award | <input type="checkbox"/> Contract (New ___ Rev. ___) |
| <input checked="" type="checkbox"/> Other – Water Quality Protection and Restoration Program (Fund 477) | |

Summary of Problem: The purpose of the project is to provide support for a pilot program to install and evaluate the capacity for these systems to be used as replacements for leaching pits.

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.

1268

Intro. Res. No. -2015
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 3/24/15

RESOLUTION NO. -2015 AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PROJECT FOR SCIENTISTS & STUDENT STEWARDS ASSESSING POTENTIAL NITROGEN LOADING MITIGATION IN FRESHWATER AND SALT MARSH COMMUNITIES IN SUFFOLK COUNTY (8710.144)

WHEREAS, there are sufficient funds within the Reserved Fund Balance of Fund 477 for Water Quality related projects to support the appropriation of this project within the 2015 Capital Budget and Program; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee at its March 13, 2015 meeting, pursuant to Article XII of the SUFFOLK COUNTY CHARTER, has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, Suffolk County Legislator Martinez has requested funding for a project that will allow scientist and high school student stewards assess the potential of some fresh water plants to mitigate nitrogen loading into the Connetquot River and also to study the ribbed mussel populations in marshes; and

WHEREAS, this project will investigate fresh water plant community compositions that may maximize nitrogen removal services that can be implemented for remediation in other areas; and

WHEREAS, Under this project, Brentwood and Central Islip High School students will conduct laboratory and field experiments, and field surveys under the guidance of scientists and teachers from Stony Brook University and Brookhaven National Lab, therefore, this project is expected to serve as a reference for water quality remediation studies, future STEM scientific research initiative in the county and the state; and

WHEREAS, the project is consistent with the recommendations of the South Shore Estuary Reserve (SSER) Comprehensive Management Plan in accordance with the requirements of Article XII of the SUFFOLK COUNTY CHARTER by studying ways of reducing nonpoint source pollution to the South Shore Estuary; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2015 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

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

WHEREAS, the project be initiated within three years of the date of adoption of this resolution; now, therefore be it

1st RESOLVED, that Suffolk County Government, having conducted a review and being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this proposed action constitutes a Type II action, in accordance with the provisions of 6 NYCRR §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-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 sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of said transfer; and be it further

4th RESOLVED, that the Adopted 2015 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$125,000

and be it further

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

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525 -CAP-IFTR-R477)	525	R477	E525	Transfer from Water Quality Protection	\$125,000

and be it further

6th RESOLVED, that the 2015 Capital Budget and Program be and are hereby amended as follows:

Project No.: 8710

Project Title: Scientists & Student Stewards assessing potential Nitrogen Loading mitigation in Freshwater and Salt Marsh Communities in Suffolk County, NY

	<u>Total Est. Cost</u>	<u>Current 2015 Capital Budget & Program</u>	<u>Revised 2015 Capital Budget & Program</u>
1. Planning	\$125,000	\$0	\$125,000W
TOTAL	\$125,000	\$0	\$125,000
and be it further			

7th **RESOLVED**, that the interfund revenues in the amount of \$125,000 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8710.144	14	Scientists & Student Stewards Assessing Potential Nitrogen Loading Mitigation in Freshwater and Salt Marsh Communities in Suffolk County, NY	\$125,000

and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

**Additional back-up material regarding IR 1268 is on file in the
Legislative Clerk's Office, Hauppauge, as well as online.**

1268

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. -2015 AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PROJECT FOR SCIENTISTS & STUDENT STEWARDS ASSESSING POTENTIAL NITROGEN LOADING MITIGATION IN FRESHWATER AND SALT MARSH COMMUNITIES IN SUFFOLK COUNTY (8710.144)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>X</u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8710- WATER QUALITY PROJECT.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
FUND 477 RESERVE FUND BALANCE		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 23, 2015

**FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

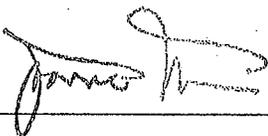
COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 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 _____ Charter Law _____		
3. Title of Proposed Legislation: AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH PROJECT FOR SCIENTISTS & STUDENT STEWARDS ASSESSING POTENTIAL NITROGEN LOADING MITIGATION IN FRESHWATER AND SALT MARSH COMMUNITIES IN SUFFOLK COUNTY		
4. Will the Proposed Legislation Have a Fiscal Impact? YES _____ NO <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding This resolution appropriates Fund 477 funding for the Department of Economic Development and Planning to support the project to allow scientists and high school student assess potential nitrogen loading mitigation in fresh water and salt marsh communities in Suffolk County		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning	11. Signature of Preparer 	12. Date 3/19/15

**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
Department of Economic Development and Planning
H Lee Dennison Bldg., 4th Floor, Hauppauge

Department Contact Person:
Frank Castelli
853-5943

Suggestion Involves:

- Technical Amendment New Program
 Grant Award Contract (New ___ Rev. ___)
 Other – Water Quality Protection and Restoration Program (Fund 477)

Summary of Problem: the purpose of the project is to support scientists and high school students to study potential nitrogen loading mitigation via fresh water plants marshes in the Connetquot River and to study ribbed mussels in salt marsh communities.

Brentwood and Central Islip High School students will conduct laboratory and field experiments, and field surveys under the guidance of scientists and teachers from Stony Brook University and Brookhaven National Lab, therefore, this project is expected to serve as a reference for water quality remediation studies, future STEM scientific research initiative in the county and the state.

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.

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

Title of Resolution:

AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH PROJECT FOR SCIENTISTS & STUDENT STEWARDS ASSESSING POTENTIAL NITROGEN LOADING MITIGATION IN FRESHWATER AND SALT MARSH COMMUNITIES IN SUFFOLK COUNTY.

PURPOSE OR GENERAL IDEA OF BILL:

The purpose of the project is to provide support for a study to support scientist and high school student stewards assess the potential of some fresh water plants to mitigate nitrogen loading into the Connetquot River and also to study the ribbed mussel populations in marshes.

SUMMARY OF SPECIFIC PROVISIONS:

To transfer the funding from Fund 477 into a Capital Projects account to be used by the Department of Economic Development and Planning to support the project upon the execution of a contract with the County.

JUSTIFICATION:

The funding for this study was recommended at the March 13, 2015 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. The purpose of the project is to provide support for scientists and high school students to investigate uses of fresh water plants to remove nitrogen loading into the Connetquot River and to study ribbed mussel populations in marshes.

Under this project, Brentwood and Central Islip High School students will conduct laboratory and field experiments, and field surveys under the guidance of scientists and teachers from Stony Brook University and Brookhaven National Lab, therefore, this project is expected to serve as a reference for water quality remediation studies, future STEM scientific research initiative in the county and the state.

FISCAL IMPLICATIONS

There is no fiscal impact to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality protection projects.

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT
AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

March 16, 2015

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Building, 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH PROJECT FOR SCIENTISTS & STUDENT STEWARDS ASSESSING POTENTIAL NITROGEN LOADING MITIGATION IN FRESHWATER AND SALT MARSH COMMUNITIES IN SUFFOLK COUNTY

There are sufficient funds in Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its March 13, 2015 meeting, approved this project as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of \$125,000.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner

JM:ej
Enc.

1269

Intro. Res. No. -2015

Laid on Table 3/24/15

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2015, AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PECONIC ESTUARY KELP AQUACULTURE FEASIBILITY STUDY (CP 8710.145)

WHEREAS, there are sufficient funds within the Reserved Fund Balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee, pursuant to Article XII of the SUFFOLK COUNTY CHARTER has recommended funding this study at its March 13, 2015 meeting as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, the Suffolk County Department of Economic Development and Planning will sponsor the development of a report by Cornell Cooperative Extension of Suffolk County for a study regarding the feasibility of developing a kelp aquaculture initiative; and

WHEREAS, Seaweed aquaculture is an emerging "green industry" that offers considerable environmental and economic benefits to the region. This project aims to evaluate the potential of this new industry in Suffolk County to improve water quality via bioextraction of water column nitrogen and carbon, while producing a high-demand, renewable product; and

WHEREAS, the techniques and methodology needed to be successful in this initiative have been developed and will be refined, adapted and implemented by Cornell Cooperative Extension (CCE) scientists at several sites within the Peconic Estuary in consultation with scientists at the University of Connecticut; and

WHEREAS, recent work in Long Island Sound has demonstrated that seaweeds can be grown to produce a viable commodity used for food, pharmaceuticals, soil amendments and/or biofuels, while sequestering nitrogen and carbon from the water column; and

WHEREAS, once established, this sustainable seaweed aquaculture industry could play an important role in our marine environment by removing excess nutrients, especially dissolved nitrogen, while creating new sustainable green jobs; and

WHEREAS, the project is consistent with the recommendations of both the Peconic Estuary Program Comprehensive Management Plan in accordance with the requirements of Article XII of the SUFFOLK COUNTY CHARTER by providing habitat restoration in the Peconic Estuary; and

WHEREAS, Cornell Cooperative Extension will commit to provide matching project funds to be no less than either \$80,750 or one half the cost of the project, whichever is less; and

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

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

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2015 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2015 Capital Budget and Program; now, therefore be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, 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-three (53) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

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

4th **RESOLVED**, that the Adopted 2015 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$80,750

and be it further

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

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525-CAP-IFTR-R477)	525	R477	E525	Transfer from Water Quality Protection	\$80,750

and be it further

6th **RESOLVED**, that the 2015 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8710
Project Title: Peconic Estuary Kelp Aquaculture Feasibility Study

	<u>Total Est'd Cost</u>	<u>Current 2015 Capital Budget & Program</u>	<u>Revised 2015 Capital Budget & Program</u>
1. Planning	\$80,750	\$0	\$80,750W
TOTAL	\$80,750	\$0	\$80,750

and be it further

7th **RESOLVED**, that these Water Quality proceeds in the amount of \$60,050 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8710.145	14	Peconic Estuary Kelp Aquaculture Feasibility Study	\$80,750

and be it further

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

9th **RESOLVED**, that Cornell Cooperative Extension shall enter into a contractual agreement with Suffolk County to ensure project completeness; and be it further

10th **RESOLVED**, that nothing contained herein shall be construed as a binding obligation on the part of Suffolk County to continue to provide funding or resources to Peconic Green Growth for implementation of this resolution once the funding in this resolution has been exhausted.

Dated:

APPROVED BY:

County Executive of Suffolk County

Date:

**Additional back-up material regarding IR 1269 is on file in the
Legislative Clerk's Office, Hauppauge, as well as online.**

1269

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		
<p>RESOLUTION NO. -2015, AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PECONIC ESTUARY KELP AQUACULTURE FEASIBILITY STUDY (CP 8710.145)</p>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u> County </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8710- WATER QUALITY PROJECT.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
FUND 477 RESERVE FUND BALANCE		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 23, 2015

**FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

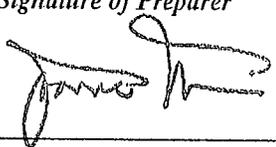
COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 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 _____ Charter Law _____		
3. Title of Proposed Legislation: -2015 AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PECONIC ESTUARY KELP AQUACULTURE FEASIBILITY STUDY		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding This resolution appropriates Fund 477 funding for a kelp aquaculture feasibility study.		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning	11. Signature of Preparer 	12. Date 3/19/15

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
Department of Economic Development and Planning
H Lee Dennison Bldg., 4th Floor, Hauppauge

Department Contact Person:
Frank Castelli
853-5943

Suggestion Involves:

- Technical Amendment New Program
- Grant Award Contract (New ___ Rev. ___)
- Other – Water Quality Protection and Restoration Program (Fund 477)

Summary of Problem: The purpose of the project is to provide a study regarding the feasibility of kelp aquaculture in the Peconic Estuary..

Seaweed aquaculture is an emerging "green" industry" that offers considerable environmental and economic benefits to the region. This project aims to evaluate the potential of this new industry in Suffolk County to improve water quality via bioextraction of water column nitrogen and carbon, while producing a high-demand, renewable product.

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.

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

Title of Resolution:

2015 AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PECONIC ESTUARY KELP AQUACULTURE FEASIBILITY STUDY.

PURPOSE OR GENERAL IDEA OF BILL:

The purpose of the project is to provide support for a study to determine the feasibility of a Peconic Estuary aquaculture kelp industry.

SUMMARY OF SPECIFIC PROVISIONS:

To transfer the funding from Fund 477 into a Capital Projects account to be used by Cornell Cooperative Extension to complete the study upon the execution of a contract with the County.

JUSTIFICATION:

The funding for this study was recommended at the March 13, 2015 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. The purpose of the project is to provide a study regarding the feasibility of kelp aquaculture in the Peconic Estuary.

Seaweed aquaculture is an emerging "green industry" that offers considerable environmental and economic benefits to the region. This project aims to evaluate the potential of this new industry in Suffolk County to improve water quality via bioextraction of water column nitrogen and carbon, while producing a high-demand, renewable product.

FISCAL IMPLICATIONS

There is no fiscal impact to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality protection projects.

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT
AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

March 16, 2015

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Building, 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A PECONIC ESTUARY KELP AQUACULTURE FEASIBILITY STUDY

There are sufficient funds in Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its March 13, 2015 meeting, approved this project as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of \$80,750.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner

JM:ej
Enc.

1270

Intro. Res. No. -2015
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 3/24/15

RESOLUTION NO. -2015 AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE QUALITY ASSURANCE PROJECT PLAN FOR SUPPLEMENTAL DATA COLLECTION NECESSARY TO RE-OPEN SHELLFISH BEDS IN THE PECONIC ESTUARY (8710.146)

WHEREAS, there are available Fund 477 funds within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2015 Capital Budget and Program; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee at its March 13, 2015 meeting, pursuant to Article XII of the SUFFOLK COUNTY CHARTER, has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, pursuant to Resolution No. 440-2014, Suffolk County is a member of the Peconic Estuary Protection Committee (PEPC); and

WHEREAS, the goals of the Peconic Estuary Protection Committee include the prevention and remediation of pollution from nitrogen and pathogens that have led to the degradation of the local water quality, and has harmed groundwater, drinking water, wetlands and surface waters throughout the County; and

WHEREAS, the Suffolk County Department of Health Services has requested funding for a project that will allow the Peconic Estuary Protection Committee (PEPC) to develop a quality assurance project plan (QAPP), approvable by the US EPA and NYS DEC, for water quality sampling and analysis activities; and

WHEREAS, this project is a necessary step for any data collected by the Peconic Estuary Protection Committee, or its member municipalities, to be used to inform regulations, policies, or guidelines of the US Environmental Protection Agency or NY State Department of Environmental Conservation, such as shellfish bed certification, waterbody classification and impairment designations, total maximum daily loads, and other related nutrient and pathogen related management activities; and

WHEREAS, the project is consistent with the recommendations of the Peconic Estuary Program (PEP) Comprehensive Conservation and Management Plan (CCMP) in accordance with the requirements of Article XII of the SUFFOLK COUNTY CHARTER by reducing nonpoint source pollution to the Peconic Estuary; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2015 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

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

WHEREAS, the project be initiated within three years of the date of adoption of this resolution; now, therefore be it

1st RESOLVED, that Suffolk County Government, having conducted a review and being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this proposed action constitutes a Type II action, in accordance with the provisions of 6 NYCRR §617.5 (c).18, 20, 21, and 27. Therefore the SEQRA review is complete and no further action needs to be taken; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-nine (69) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

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

4th RESOLVED, that the Adopted 2015 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$75,000

and be it further

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

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525 -CAP-IFTR-R477)	525	R477	E525	Transfer from Water Quality Protection	\$75,000

and be it further

6th RESOLVED, that the 2015 Capital Budget and Program be and are hereby amended as follows:

Project No.: 8710
Project Title: Re-opening Shellfish Beds: Quality Assurance Project Plan for Supplemental Data Collection

	<u>Total Est. Cost</u>	<u>Current 2015 Capital Budget & Program</u>	<u>Revised 2015 Capital Budget & Program</u>
1. Planning	\$75,000	\$0	\$75,000W
TOTAL	\$75,000	\$0	\$75,000

and be it further

7th RESOLVED, that the interfund revenues in the amount of \$75,000 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8710.146	40	Re-opening Shellfish Beds: Quality Assurance Project Plan for Supplemental Data Collection	\$75,000

and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

**Additional back-up material regarding IR 1270 is on file in the
Legislative Clerk's Office, Hauppauge, as well as online.**

1270

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. -2015 AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE QUALITY ASSURANCE PROJECT PLAN FOR SUPPLEMENTAL DATA COLLECTION NECESSARY TO RE-OPEN SHELLFISH BEDS IN THE PECONIC ESTUARY (8710.146)		
3. Purpose of Proposed Legislation SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>X</u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8710- WATER QUALITY PROJECT.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding FUND 477 RESERVE FUND BALANCE		
9. Timing of Impact UPON ADOPTION		
10. Typed Name & Title of Preparer Nicholas Paglia Executive Analyst	11. Signature of Preparer 	12. Date March 23, 2015

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 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 <u> X </u> Local Law _____ Charter Law _____		
3. Title of Proposed Legislation: AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE QUALITY ASSURANCE PROJECT PLAN FOR SUPPLEMENTAL DATA COLLECTION NECESSARY TO RE-OPEN SHELLFISH BEDS IN THE PECONIC ESTUARY		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding This resolution appropriates Fund 477 funding for the Dept. of Health Services project to develop a quality assurance project plan (QAPP) for water quality sampling and analysis activities.		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning	11. Signature of Preparer 	12. Date 3/19/15

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
Department of Economic Development and Planning
H Lee Dennison Bldg., 4th Floor, Hauppauge

Department Contact Person:
Frank Castelli
853-5943

Suggestion Involves:

- Technical Amendment New Program
 Grant Award Contract (New ___ Rev. ___)
 Other – Water Quality Protection and Restoration Program (Fund 477)

Summary of Problem: the purpose of the project is to develop a quality assurance project plan (QAPP) to be approved by the USEPA and NYSDEC for water quality sampling and analysis activities. Any data collected under this QAPP be used to inform regulations, policies, or guidelines of the US Environmental Protection Agency or NY State Department of Environmental Conservation, such as shellfish bed certification, waterbody classification and impairment designations, total maximum daily loads, and other related nutrient and pathogen related management activities.

The goals of the Peconic Estuary Protection Committee include the prevention and remediation of pollution from nitrogen and pathogens that have led to the degradation of the local water quality, and has harmed groundwater, drinking water, wetlands and surface waters throughout the County/

This project is consistent with the recommendations of the Peconic Estuary Program (PEP) Comprehensive Conservation and Management Plan (CCMP) in accordance with the requirements of Article XII of the SUFFOLK COUNTY CHARTER by reducing nonpoint source pollution to the Peconic Estuary.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

Title of Resolution:

AMENDING THE ADOPTED 2015 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE QUALITY ASSURANCE PROJECT PLAN FOR SUPPLEMENTAL DATA COLLECTION NECESSARY TO RE-OPEN SHELLFISH BEDS IN THE PECONIC ESTUARY

PURPOSE OR GENERAL IDEA OF BILL:

To provide water quality protection (Fund 477) funding to the Department of Health Services for the purpose of developing a quality assurance project plan for water quality sampling and analysis activities.

SUMMARY OF SPECIFIC PROVISIONS:

To transfer the funding from Fund 477 into a Capital Projects account to be used by the Department of Health Services.

JUSTIFICATION:

The funding for this nonpoint source abatement and control – preservation and education and outreach project was recommended at the March 13, 2015 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. The prevention and remediation of pollution from nitrogen and pathogens is necessary to protect Suffolk County's ground and surface waters.

FISCAL IMPLICATIONS

There is no fiscal impact to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality protection projects.

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT
AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

March 16, 2015

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Building, 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AMENDING THE ADOPTED 2015 OPERATING BUDGET TO
TRANSFER FUNDS FROM FUND 477 WATER QUALITY
PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND
PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH
THE QUALITY ASSURANCE PROJECT PLAN FOR SUPPLEMENTAL
DATA COLLECTION NECESSARY TO RE-OPEN SHELLFISH BEDS
IN THE PECONIC ESTUARY

There are sufficient funds in Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its March 13, 2015 meeting, approved this project as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of \$75,000.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner

JM:ej
Enc.

1271

Intro. Res. No. -2015
Introduced by Presiding Officer Gregory

Laid on Table 3/24/15

RESOLUTION NO. -2015, APPROVING FORM OF PROPOSITION, ESTABLISHMENT OF SUFFOLK COUNTY SEWER DISTRICT NO. 26 - MELVILLE HUNTINGTON

WHEREAS, this Legislature adopted Resolution No. 1191-2014 on December 15, 2014, which called for the establishment of Suffolk County Sewer District No. 26 - Melville Huntington; and

WHEREAS, County Executive Bellone signed Resolution No. 1191-2014 on December 17, 2014; and

WHEREAS, Resolution No. 1191-2014 was subject to a permissive referendum and persons objecting to the creation of the district were required to submit a petition seeking a referendum within 45 days of the resolution's effective date; and

WHEREAS, on January 26th and 30th, 2015, the Clerk of this Legislature received a petition which objected to the establishment of Sewer District No. 26 - Melville Huntington; and

WHEREAS, pursuant to Section 101 of NEW YORK COUNTY LAW, the Clerk of this Legislature examined these petitions and determined that the petition complied with all the requirements of law; and

WHEREAS, pursuant to NEW YORK COUNTY LAW Section 101, the proposition concerning the establishment of Sewer District No. 26 - Melville Huntington must be submitted to the voters of the proposed district at the General Election on November 3, 2015; now, therefore be it

1st RESOLVED, that the proposition to be submitted to the resident electors of the proposed Suffolk County Sewer District No. 26, shall be in the following form:

Resolution No. 1191-2014, Making Certain Findings and Determination and an Order in Relation to the Establishment of Suffolk County Sewer District No. 26 - Melville Huntington

Resolution No. 1191-2014 proposes the establishment of a County sewer district to be known as "Suffolk County Sewer District No. 26 - Melville Huntington", describes the boundaries of said district, makes findings regarding the facilities to be acquired in connection with the establishment of the district and authorizes the Suffolk County Department of Public Works and the Administrative Head of the proposed district to carry out the establishment of Suffolk County Sewer District No. 26 - Melville Huntington.

Shall Resolution 1191-2014 be approved?

2nd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby authorized, empowered and directed to transmit a certified copy of this resolution, the form of the proposition and an abstract of Resolution No. 1191-2014 to the Suffolk County Board of Elections; 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\l-sewed district 26

1272

Intro. Res. No. -2015
Introduced by Legislators Anker and Gregory

Laid on Table 3/24/15

RESOLUTION NO. -2015, DIRECTING THE DEPARTMENT OF PARKS, RECREATION AND CONSERVATION TO ENTER INTO AN AGREEMENT WITH THE MOUNT SINAI HERITAGE TRUST TO CREATE AN EDUCATIONAL AGRICULTURAL SUPPORT INITIATIVE (EASI) PROGRAM AND EDUCATION GARDEN FOR LOCAL SCHOOLS AND ORGANIZATIONS

WHEREAS, Long Island is one of the largest producing agricultural counties in the State of New York; and

WHEREAS, Long Island's farm community is vital to Suffolk County's economy, bringing in over \$150 million annually for farm products and contributing to the County's \$5.6 billion tourism industry; and

WHEREAS, pollinating species support our agricultural communities by improving harvests and helping maintain a sustainable agricultural industry; and

WHEREAS, pollinating habitats have been diminishing due to resource extraction, as well as urban and suburban development; and

WHEREAS, the number of pollinating species, such as monarch butterflies, have decreased by 80% in the past 15 years; and

WHEREAS, community gardens provide needed habitats and a source of food for pollinating species, which include native milkweed plants; and

WHEREAS, community gardens provide an educational benefit to students and families, and give residents the opportunity to become engaged with environmental and conservation projects; and

WHEREAS, the Mount Sinai Heritage Trust owns parkland, referred to by locals as "the Wedge", which now houses a recreation center, playground, parks, ball fields and gardens; and

WHEREAS, the parkland maintained by the Mount Sinai Heritage Trust is an excellent site for an educational garden; and

WHEREAS, the Mount Sinai Heritage Trust is interested in partnering with the County to expose residents of the County to native plants and pollinating species and to increase community awareness of the ecological importance of native habitats; and

WHEREAS, the Suffolk County Soil and Water Conservation District and Cornell Cooperative Extension of Suffolk County have resources and materials dedicated to the education of school aged children on invasive plant species, beneficial environmental propagation and farmland sustainability; now, therefore be it

1st **RESOLVED**, that the Suffolk County Department of Parks, Recreation and Conservation, in collaboration with the Suffolk County Soil and Water Conservation District and the Cornell Cooperative Extension of Suffolk County, is hereby authorized, empowered and directed to enter into an agreement with the Mount Sinai Heritage Trust to establish an Education Agricultural Support Initiative (EASI) at Mount Sinai Heritage Trust Park; and be it further

2nd **RESOLVED**, that that the agreement shall authorize the development, construction and maintenance of a native pollinating garden within the park; 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\r-create-educational-agricultural-support

1273

Intro. Res. No. - 2015

Laid on the Table 3/24/2015

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2015, REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT WITH HUDSON RIVER HEALTHCARE, INC. (HRHCare) FOR THE OPERATION OF THE BRENTWOOD FAMILY HEALTH CENTER

WHEREAS, there is an unprecedented fiscal crisis in the County of Suffolk, in part due to substantial reductions in Article 6 State Aid funding for services provided in the County's network of Health Centers; and

WHEREAS, the New York State Department of Health (NYSDOH) has encouraged the Suffolk County Department of Health Services (SCDHS) to exit the direct health care business for primary care; and

WHEREAS, on October 31, 2013 a Request for Proposals (RFP) Waiver was approved for the Department of Health Services to enter into a contractual agreement with Hudson River Healthcare, Inc. (HRHCare) for administrative, management and primary health care services at County-operated centers, including the Brentwood Family Health Center; and

WHEREAS, HRHCare is a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas; and

WHEREAS, HRHCare is the only FQHC currently operating in Suffolk County;
and

WHEREAS, the proposed plan authorizes the transition of the Brentwood Family Health Center to HRHCare; and

WHEREAS, this transaction will maintain continuity of care to patients during the transition, and will expand services in compliance with FQHC program requirements; and

WHEREAS, all County employees assigned to the Brentwood Family Health Center will be reassigned within the Department of Health Services, without any lay-offs resulting from this proposed plan; and

WHEREAS, Section A9-6 of the Suffolk County Code requires that, in the event a proposal or plan to provide services at the County's Health Centers is submitted to the County Executive for the purpose of providing these services through entities other than Suffolk County Government and/or the Suffolk County Department of Health Services, using employees other than employees of the County of Suffolk, then at least two (2) public hearings shall be held by the County Executive and two (2) public hearings shall be held by the County Legislature on the particular proposal or plan; and

WHEREAS, the back-up documentation to this Resolution includes a summary document and five (5) year fiscal impact statement as required by Section A9-6 of the Suffolk County Code, which were available for review at the required public hearings; and

WHEREAS, the proposed agreement requires payment to HRHCare from the County for a five (5) year period, expected to begin in August 2015, totaling approximately \$26.5 million over that period with an estimated net savings to the County of \$25.4 million; and

WHEREAS, HRHCare will provide for the continuation of a program for outpatient diagnosis and treatment of New York State mandated public health services on behalf of the County in a separate written agreement with the County; and

WHEREAS, HRHCare will operate the Health Center at its current location at 1869 Brentwood Road, Brentwood, New York 11717 through a sublease agreement with the County; now, therefore be it

1st **RESOLVED**, that in compliance with Section A9-6 of the Suffolk County Code, the County Executive and the County Legislature each held and concluded the required public hearings in the western and eastern portions of Suffolk County for consideration of the proposal/plan set forth by the Department of Health Services; and be it further

2nd **RESOLVED**, that in compliance with § A9-6 of the Suffolk County Code there has been presented to this Legislature:

- a.) A plan/proposal from the Department of Health Services relating to the transition of the Brentwood Family Health Center in Brentwood, New York to a FQHC to be operated by Hudson River Healthcare, Inc. documenting budgetary savings, which plan/proposal has been accompanied by a written evaluation of the cost of performing services through the County Government as compared to the cost of performing services by HRHCare as set forth in the plan/proposal and includes an evaluation and analysis of the quality of services to be provided under the plan/proposal, as compared to the quality of services being provided by the County through the Department of Health Services (**Exhibit 1**); and
- b.) Written certification by the Legislative Budget Review Office that the plan/proposal will result in a cost savings to the County in at least each of the first five years of said plan or proposal of at least 10% in each of those first five years, as measured by net County expenditures; and
- c.) Written documentation from the New York State Department of Health (**Exhibit 2**);

and be it further

3rd **RESOLVED**, that this Legislature hereby ratifies and approves the documentation described in paragraphs a.), b.) and c.) of the 2nd RESOLVED clause of this Resolution, and Legislative approval of this Resolution is conclusive evidence of full compliance with §A9-6 of the Suffolk County Administrative Code and shall apply to all actions and transactions occurring on or after its final adoption of this Resolution: and be it further

4th **RESOLVED**, that the County Executive is hereby authorized to execute an agreement with Hudson River Healthcare, Inc., in a form substantially similar to the draft attached hereto, for a term not to exceed five (5) years, subject to the approval of the County Attorney, for the operation of a Health Center in Brentwood under the Article 28 license of HRHCare, and to assist this entity in the establishment of a FQHC Health Center at this site, contingent upon State approvals necessary for SCDHS to cease operations of its existing Article

28 health center at the current Brentwood site, and also contingent upon federal and State approvals necessary for HRHCare to begin operation of an Article 28 FQHC health center in a seamless transition (**Exhibit 3**); and be it further

5th **RESOLVED**, that the financial arrangement with HRHCare shall be in the form of a Community Benefit Grant limited to a term of five (5) years, a sublease agreement for a term of fifteen (15) years and certain assets and inventory used in the Health Center, without further financial commitment on the part of Suffolk County or SCDHS; and be it further

6th **RESOLVED**, that all County employees assigned to the Brentwood Family Health Center will be reassigned within the Department of Health Services, without any lay-offs resulting from this proposed plan; and be it further

7th **RESOLVED**, that assets and inventory used to carry out the function and operation of the existing Brentwood Family Health Center as set forth in the proposed agreement presented with this Resolution as Exhibit 3 are declared surplus to the County needs; and be it further

8th **RESOLVED**, that the agreement presented with this Resolution as Exhibit 3 may include the transfer of designated equipment and furniture to HRHCare purchased with either County or State funds, a review by the County Attorney having determined that there are no bonding issues preventing transfer of the equipment and furniture; and be it further

9th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute any and all related documents necessary to effectuate or otherwise give full force and effect to this transaction, the execution of which by the County Executive and/or his designee shall be conclusive evidence of the approval, the authorization and the direction thereof of this Legislature; and be it further

10th **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1273

Rev. ; Law No. -HS-
Community Benefit Grant Contract
Hudson River Healthcare, Inc.

IFMS No.
Contract No.
Health Department Issued:

Community Benefit Grant Contract

This Contract ("Contract") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, having its principal office at 300 Center Drive, Riverhead, New York 11901, acting through its duly constituted Department of Health Services ("Department"), located at 3500 Sunrise Highway, Suite 124, Great River, New York 11739-9006, and

Hudson River Healthcare, Inc. ("Contractor"), a New York not-for-profit corporation licensed to operate under Article 28 of the New York Public Health Law, having offices at 1200 Brown Street, Peekskill, New York 10566 and 1037 Main Street, Peekskill, New York 10566, each individually a "Party" and together referred to herein as "the Parties."

The Parties hereto desire to make available Health Care Services ("Services") at the Brentwood Family Health Center located at 1869 Brentwood Road, Brentwood, New York 11717 ("Health Center"), for the Department as further described in this Contract.

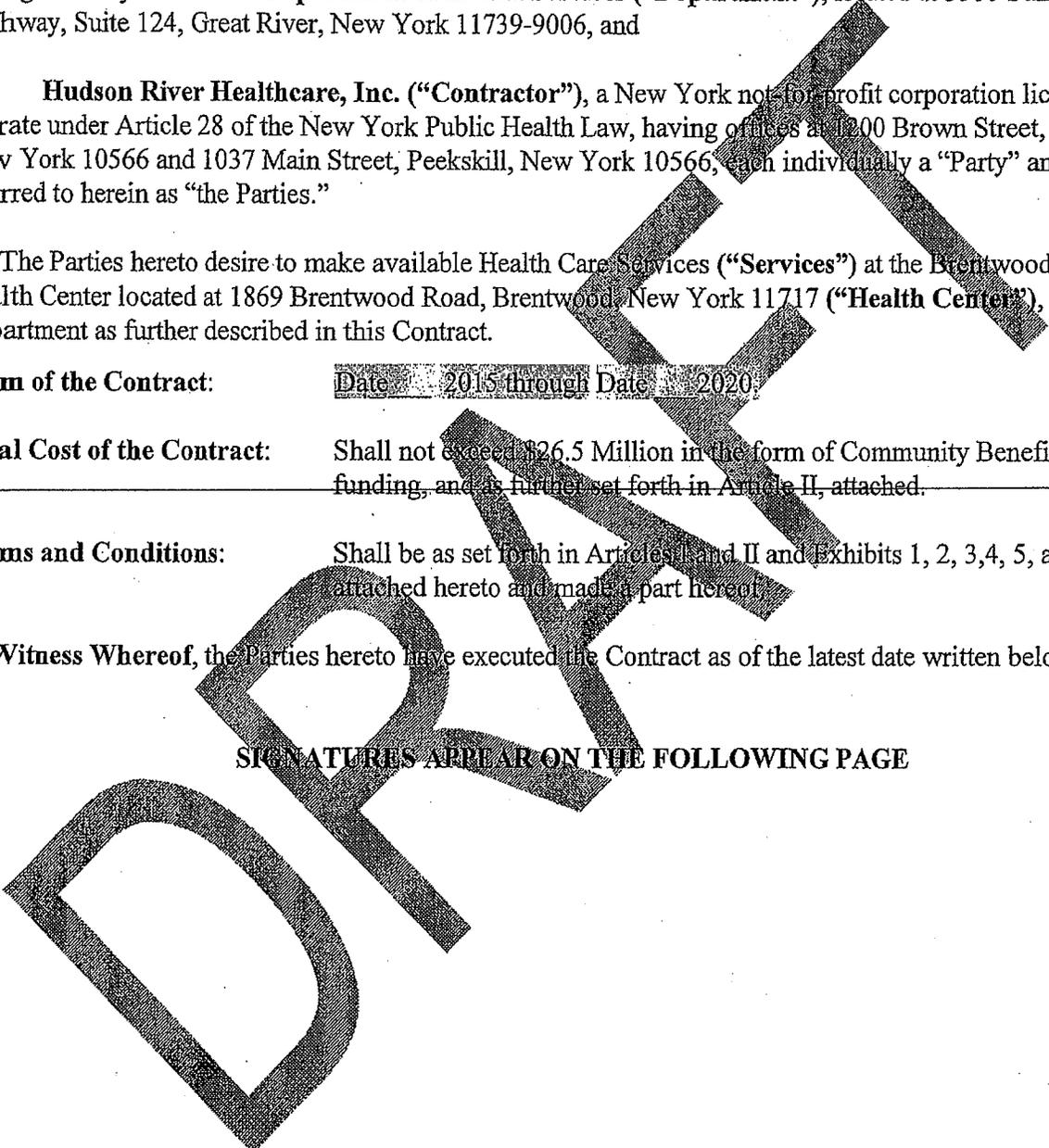
Term of the Contract: Date 2015 through Date 2020

Total Cost of the Contract: Shall not exceed \$26.5 Million in the form of Community Benefit Grant funding, and as further set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1, 2, 3, 4, 5, and 6 attached hereto and made a part hereof.

In Witness Whereof, the Parties hereto have executed the Contract as of the latest date written below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



HUDSON RIVER HEALTHCARE, INC. COUNTY OF SUFFOLK

By: _____
Anne Nolon
President and CEO

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Federal Taxpayer ID. No. 13-2828349

Date: _____

Date: _____

_____, hereby certifies under penalties of perjury that I am an officer of Hudson River Healthcare, Inc., that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Hudson River Healthcare, Inc. meets all requirements to qualify for exemption thereunder.

Approved:
Department of Health Services

By: _____
Barbara Marano, CPA
Executive Assistant for Finance and Administration

Name: _____

Date: _____

Date: _____

Approved as to Form:
Dennis M. Brown, Suffolk County Attorney

Recommended:
Division of Patient Care Services

By: _____
Phyllis Seidman
Assistant County Attorney

By: _____
Jennifer L. Culp, MPA
Assistant to the Commissioner

Date: _____

Date: _____

List of Articles & Exhibits

Article I

Description of Services

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Subject to Appropriation of Funds
4. Budget Deficiency Plan
5. Accounting Procedures
6. Audit
7. Comptroller's Rules and Regulations for Consultant's Agreements
8. Expenditures Must Conform to Applicable Law
9. Payments Contingent upon State/Federal Funding
10. Denial of Aid
11. Contract Years
12. Payment Terms
13. Limit of County's Obligation

Exhibit 1

County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality

23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Contract Agency Performance Measures and Reporting Requirements
14. Suffolk County Local Laws Website Address

Exhibit 3

HIPAA Business Associate Agreement

Exhibit 4

Medical Record Custodial Services Agreement

Exhibit 5

Sub-Lease Agreement

Exhibit 6

Equipment and Furnishings Transfer List

Appendices

Exhibit A
Verification of Submission of Living Wage Law Approval

Exhibit B
Suffolk County Department of Labor-Labor Mediation Unit
Union Organizing Certification/Declaration-Subject To Audit

Exhibit C
Verification of Submission of Lawful Hiring of Employees

Exhibit D
Certification Regarding Lobbying

DRAFT

Article I
Description of Services

Whereas, the Department is seeking to enter into a contract with the Contractor for the provision of services in accordance with ~~Resolution No.~~ and

Whereas, an RFP Waiver to authorize the Department to enter into a contract for Health Care Services ("Services") with the Contractor at the Health Center was issued on October 31, 2013; and

Whereas, the Contractor is an Article 28 licensed facility pursuant to New York State Public Health Law ("PHL"); and

Whereas, the Contractor is a Federally Qualified Health Center ("FQHC") that receives federal grant support from the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("HHS") pursuant to Section 330 of the Public Health Service Act, to provide, or arrange for the provision of high quality, cost-effective, community-based comprehensive primary and preventive health care and related services to medically underserved communities; and

Whereas, the Contractor requires and the County agrees to provide a limited (both time-limited and monetarily-limited) Community Benefit Grant ("CBG") to enable the Contractor to demonstrate financial neutrality and operate without a loss in accordance with federal requirements;

Now, Therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the Parties agree as follows:

1. Conflicting Provisions

In the event of any conflict between this Article I and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this Article I shall prevail.

2. Contract Contingencies

This Contract is contingent upon State approvals necessary for the Department to cease operations of its existing Article 28 health center at the current Brentwood site, and also contingent upon federal and State approvals necessary for the Contractor to begin operation of an Article 28 FQHC health center at the current Brentwood site.

3. Contractor's General Duties and Obligations

- a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities and to administer funds received in the interest of the County in accordance with the provisions of the Contract.
- b. The Contractor shall promptly take all action as may be necessary to render the Services.
- c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.
- d. Services provided under this Contract shall be open to all residents of the County.

4. Warranties and Representations

- a. The Contractor warrants that it shall become and remain during the term of this Contract, an Article 28 licensed facility at this site pursuant to the PHL and the Contractor shall immediately notify the Department of any changes relative to its status as an Article 28 licensed facility at this site or of

communications from New York State Department of Health ("NYSDOH") relative to the Contractor maintaining such status.

- b. The Contractor warrants that it is, and shall remain during the term of this Contract, an FQHC that receives federal grant support from HRSA within HHS pursuant to Section 330 of the Public Service Act, to provide or arrange for the provision of high quality, cost effective community-based comprehensive primary and preventive health care and related services to medically underserved communities and the Contractor shall immediately notify the Department of any changes to its status as a FQHC or of communications from HHS relative to the Contractor maintaining such status.
- c. In accordance with applicable laws, including the Contractor's Board of Directors by-laws and nominating process, the Contractor agrees that its Board of Directors shall maintain a total of two (2) Suffolk County residents for the Term of this Contract.
- d. The Contractor shall maintain the name "Brentwood Family Health Center" both on the exterior façade of the facility and on all correspondence and documents required for operation of the facility, in addition to its own name.

5. Health Center Programs

- a. The Contractor shall furnish adequate, qualified and trained personnel, and such other services as may be necessary to provide health care services to patients of the Health Center in compliance with its license issued pursuant to Article 28 of the New York State Public Health Law and its obligations and requirements for the maintenance of an FQHC. The operation of the Health Center Program shall be performed in a competent, skillful, efficient and professional manner by the Contractor.
- b. The Contractor shall provide, as part of the Services of the Health Center, a program for immunization of infants and children. The goal of this program shall be to increase immunization levels by removing, to the fullest extent possible limitations on access to immunizations and unnecessary barriers to immunization.

6. Family Planning Services

- a. The Contractor agrees that for the Term of this Contract the Contractor shall provide Comprehensive Family Planning and Reproductive Health Care Services ("Family Planning Services"). Such services shall include: a screening medical history and physical examination; screening for health risk factors, including cervical cancer, sexually transmitted diseases and HIV/AIDS; disease prevention/health promotion education and counseling; and pre-conceptual counseling.
- b. The Department shall use best efforts to work with NYSDOH and the Contractor to transfer the Department's current Family Planning Services grant to the Contractor and the Contractor agrees to use best efforts to apply for similar grants and funding when eligible to do so.

7. Tuberculosis and Sexually Transmitted Disease Services

The Contractor agrees that for the Term of this Contract and, if requested by the County, for the subsequent period of time that the Contractor is operating the Health Center in a County-owned or County-leased facility, the Contractor and the County shall, in a separate written agreement signed by both parties, provide a program for outpatient diagnosis and treatment of tuberculosis infection and disease and for diagnosis and treatment of sexually transmitted diseases.

8. Space for County Operated WIC Programs

- a. The County is the grantee and operator of the Women, Infants and Children's ("WIC") Nutrition Program in Suffolk County. The County and the Contractor jointly recognize the desirability of providing to the patients of the Health Center and other residents of the area the food vouchers and nutrition counseling services of the WIC Program. The Contractor agrees that for the Term of this Contract and for the period of time that the Contractor is operating the Health Center in a County-owned or leased facility, the Contractor shall provide adequate space and telephone service in the Health Center, at no additional cost to the County, for County staff and equipment to operate the WIC Program. The County agrees that the equipment purchased and installed by the Contractor to operate the WIC program will remain the property of the Contractor.
- b. Contractor shall provide all maintenance and custodial services for the space reserved for County programs.

9. Health Center Premises

The Contractor's responsibility for the premises comprising the Health Center, including the building, and all related facilities, improvements, permanent installations and parking used in the operation of the building shall be as set forth in the "Sub-Lease Agreement" executed by the parties and any amendments thereto (**Exhibit 5**), which shall be incorporated by reference herein.

10. Equipment and Furnishings

- a. The equipment and furnishings listed in the "Equipment and Furnishings Transfer List" attached hereto (**Exhibit 6**) and made a part hereof has been declared surplus by Suffolk County and shall be transferred "as is" to the Contractor upon execution of the Contract.
- b. Applicable warranties and available documents evidencing ownership of such equipment and furnishings shall be transferred by the County to the Contractor upon execution of the Contract.
- c. Without limiting the provisions of Exhibit 1, paragraph 10. of this Contract entitled "Indemnification and Defense," it is expressly understood that Contractor accepts and assumes all risk of liability and agrees to defend, indemnify and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses with regard to the equipment and furnishings transferred hereunder and the Contractor is estopped and precluded from asserting any theories of liability against the County or seeking any remedies from the County in connection with such equipment and furnishings. The County assumes no liability whatsoever for such equipment and furnishings.

11. General Public Health Works Services

It is understood that the nature and extent of any of the Services hereunder related to NYSDOH defined "General Public Health Works" ("GPHW") campaign, which are provided by and claimed under the Contract by the Contractor shall be subject to the general supervision, review and control of the Commissioner or the Commissioner's duly delegated representative. Such services may include, but are not limited to, chronic disease prevention, communicable disease control, and immunization. The operation of such programs shall be performed in a competent, skillful, efficient and professional manner by the Contractor.

12. Excluded/Debarred Party

The Contractor represents and warrants that neither it, nor its employees or contractors, are excluded from participation, and are not otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Contractor, or one of its employees or subcontractors, is excluded from participation or becomes otherwise ineligible to participate in any such program during the Term of the Contract, the Contractor shall notify the Department in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Contractor, the Department reserves the right to immediately terminate the Contract. The Contractor further represents and warrants it shall, at a minimum, check all of its employees and subcontractors on a monthly basis against:

- a. The General Services Administration's Federal Excluded Party List System or any successor system; and
- b. The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor lists and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

Notwithstanding the terms of Exhibit 1, paragraph 2, the Contractor's failure to comply with the requirements of this paragraph shall constitute an Event of Default.

13. Reports/Progress Meetings

- a. The Contractor shall meet with the Department as reasonably requested to report on the Services provided pursuant to this Contract.
- b. The Contractor shall be responsible for issuing timely reports in writing on the status of Services and pending and proposed activities at the Health Center, in a form and manner as may reasonably be requested by the Department, including but not limited to:
 - i. Semi-Annual financial status reports for years one through five of the Contract;
 - ii. Annual Report of Actual Net Expenditures (Health Center Gross Expenditures less Revenues excluding Community Benefit Payment), and comparison of Statement of Expenditures and Revenues to the original proposed five (5) year model by the Contractor;
 - iii. Quarterly reports of patient counts, visits, demographics and diagnosis codes provided for years one through five of the Contract;
 - iv. Copies of annual reports provided by the Contractor to State and federal entities for years one through five of the Contract;
 - v. Copies of any reports related to this Contract that are required to be provided by the Contractor to NYSDOH, as may be requested by the Department for all Contract years.

14. Furnishing of Information

The Contractor shall furnish, at such reasonable times as the Department may request, any and all information concerning the Health Center, including, but not limited to, the medical, statistical, administrative, and fiscal operations carried out under this Contract.

15. Compliance with New York State Health Regulations

To the extent applicable and in accordance with Title 10 N.Y.C.R.R. section 400.4 entitled "All Facilities-General Requirements, Contracts":

- a. The Contractor shall comply with applicable provisions of Chapter V of Title 10 (Health) of the New York Codes, Rules and Regulations, entitled "Medical Facilities".
- b. Pursuant to Title 10 N.Y. C. R. R. section 400.4 (4) the Parties agree that: "Notwithstanding any other provision in this Contract, the facility remains responsible for ensuring that any service provided pursuant to this Contract complies with all pertinent provisions of federal, State and local statutes, rules and regulations." For purposes of this Contract, the "facility" shall mean the Contractor.

16. Federal Requirements Relating to Access to Records

To the extent applicable, in accordance with Section 1861(v)(i) of the Social Security Act as amended by Public Law 96-499, and the regulations promulgated thereunder (42 CFR Part 420), the Secretary of the Department of Health and Human Services or the Comptroller General (or their duly authorized representatives) may request, and the Contractor shall provide, review of this Contract and any agreement between the Contractor and a related organization with respect to services provided to the Contractor exceeding ten thousand dollars (\$10,000) over any twelve-month (12) period and such other books, documents and records necessary to verify the nature and extent of the costs incurred under such agreements. Access to such agreements, books, documents and records shall be available for four (4) years subsequent to the provision of such services.

17. Maintenance of Medical Records

All Medical, Unit and Case Records of patient records and charts, including Master Card Files, whether paper or electronic that pre-date the execution date of this Agreement ("**Existing Records**") shall be held for the County by the Contractor as custodian pursuant to the terms of the "Medical Record Custodial Agreement" executed by the Parties and incorporated by reference herein (**Exhibit 4**). In the event of any conflict between this paragraph and the Medical Record Custodial Agreement, the latter shall prevail unless it is expressly stated that this paragraph shall prevail.

18. Separate Books and Records

The Contractor shall keep and maintain effective and separate records concerning all costs incurred and income directly received by the Contractor in the performance of this Contract and shall have available for audit and inspection by federal, State and County governments, all of its plants, facilities, statistical, financial, accounting and other books and records, including, but not limited to, those pertaining to the Services funded by this Contract, at all reasonable times and places during the period of this Contract and for at least seven (7) years from the date of final payment hereunder or for such longer period as the Department in writing shall require. The Contractor further agrees that it shall keep its clinical and all other program records available for inspection and evaluation by properly authorized personnel of the County, the State and the Government of the United States, subject to any limitations or restrictions imposed by any statutes, rules or regulations governing confidentiality of patient records. The Contractor, in accordance with the policies and procedures developed by the County, shall keep separate books and records of all revenues remitted directly to the Health Center. Such books and records shall not include revenues received directly by the

County for services rendered at the Health Center. Furthermore, such books and records shall be made available in accordance with the aforementioned provisions.

19. Insurance

In addition to the provisions of paragraph 11. of Exhibit 1 to this Contract, during the Term and until the anniversary of the last day of the Term or earlier termination of this Contract, the Contractor shall secure and maintain in full force and effect, at the Contractor's sole expense, comprehensive professional liability insurance covering all licensed personnel providing services at the Health Center with limits equal to or greater than those referenced in subparagraph a.iv. of paragraph 11. of Exhibit 1 to this Contract.

20. Compliance with False Claims Policy and Code of Conduct

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of the Department's Mandatory Provider Compliance/False Claims Policy ("**Policy**") and Code of Conduct and any amendments thereafter. Said Policy and Code of Conduct can be viewed online at the Department's website. Go to "Suffolk County Department of Health Services", choose "Document and Forms", "Commissioner," and then "SCDHS Mandatory Provider Compliance / False Claims Policy."

21. Certification Regarding Lobbying

Together with this Contract and in addition to any other certificates regarding lobbying as may be required by County law, as a condition precedent to the execution of this Contract by the County, the Contractor shall have executed and delivered to the Department the "Certification Regarding Lobbying", if payment under this Contract may exceed \$100,000. Such Certification is required by 31 U.S.C. Section 1352 and regulations thereunder. The Contractor shall promptly advise the County of any material change in any of the information reported on such Certification and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the Term.

22. Termination

a. Notwithstanding the terms of Exhibit 1, paragraph 9.a. of this Contract with regard to the County's right to terminate the Contract without cause, no such termination shall be effective unless the Contractor is given nine (9) months' notice of termination. During this nine (9) month period, the Contractor may continue to occupy, operate and wind down operations of the Health Center under the same terms and conditions that are in effect before the notice of termination.

b. Notwithstanding the terms of Exhibit 1, paragraph 9. b. with regard to Event of Default:

i. In the event of the Contractor's failure to comply with applicable federal, State or local laws, rules, or regulations, the Contractor may be given, at the discretion of the County, thirty (30) days for an opportunity to cure all failures of such obligations prior to termination by the County. In the event that the Contractor has not cured all of its failures to fulfill such obligations to the reasonable satisfaction of the County by the end of the thirty (30) day period, the County may issue a termination notice, effective immediately. This time may be extended at the discretion of the County.

ii. In the event of a failure on the part of the Contractor to observe any material term or condition of this Agreement, the Contractor may be given, at the discretion of the County, thirty (30) days for an opportunity to cure all failures of its obligations prior to termination by the County. In the event that the Contractor has not cured all of its failures to fulfill its

obligations to the reasonable satisfaction of the County by the end of the thirty (30) day period, the County may issue a termination notice, effective immediately. This time may be extended at the discretion of the County.

- c. It is understood by the parties that the Contractor operates the Health Center under its own license pursuant to Article 28 of the New York Public Health Law and is a FOHC pursuant to Section 330 of the Public Health Service Act. Therefore, notwithstanding the terms of Exhibit 1, paragraph 9. d. of this Contract with regard to the Contractor discontinuing the Services upon notice of termination in the Event of Default, the Contractor may continue to operate the Health Center upon payment of fair market rental value of the premises as determined by the County, however, the services it may continue to provide shall not be considered Services performed pursuant to this Contract in consideration of the CBG, and the County shall have no further financial obligation upon termination.
- d. The Contractor shall have the right to terminate this Contract if the County fails to pay for Services rendered under this Contract in accordance with its terms and conditions. This will be considered an Event of Default. The County shall be given thirty (30) days for an opportunity to cure prior to termination. In the event that the County has not cured its failure to fulfill its payment obligation by the end of the thirty (30) day period, the Contractor may issue a termination notice, effective immediately.

End of Text for Article I

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Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher ("Voucher"), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 5(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

All Vouchers and forms must be signed in ink by duly authorized persons and certification of such authorization with certified specimen signatures thereon must be filed with the Department by a duly authorized official of the Contractor.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. **Final Voucher**

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. **Subject to Appropriation of Funds**

- a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b. If the County fails to receive federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County, in consultation with the Contractor, shall have the sole and exclusive right to:
 - i. determine how to pay for the Services;
 - ii. determine future payments to the Contractor; and
 - iii. determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. **Budget Deficiency Plan**

The County may, during the Term, impose a Budget Deficiency Plan ("BDP"). In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days. If the terms of the BDP impair the Contractor's ability to perform under this Contract, the Contractor shall so notify the County within ten (10) days after notice from the County of the imposition of a BDP. The County and the Contractor agree to determine if the BDP imposition will require a cessation or reduction of any or all of the Services required under this Contract.

5. **Accounting Procedures**

- a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with Generally Accepted Accounting Principles ("GAAP") and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from

disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

- c. If not otherwise submitted in compliance with paragraph 13 of Article I of this Contract, the Contractor shall submit a report to the County at the end of each year of the Contract Term, indicating the combined results of the financial operation of the Health Center, in accordance with GAAP. The report shall include a listing of the Contractor's expenses that are ineligible for State Aid, including but not limited to fringe benefits and indirect costs. The Contractor shall utilize the accrual basis method of accounting and will submit all financial reports and vouchers based on this method of accounting during the Term.

6. Audit

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source. The Comptroller utilizes Government Auditing procedures. The Contractor shall receive reasonable advance notice of an audit via an engagement letter and entrance conference in which the audit procedure shall be fully explained. Following an exit conference, if the Contractor disputes the audit findings, it shall have all legal remedies available to it.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 5(b) of Article II.

7. Comptroller's Rules and Regulations for Consultant's Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

8. Expenditures Must Conform to Applicable Law

The Contractor agrees that its expenditures shall conform to applicable provisions of federal, State and local finance Laws and customary prevailing governmental regulations, practices and standards.

9. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement,

such late claims by the Contractor shall not be paid by the County subject to paragraph 11. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

10. Denial of Aid

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term solely because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

11. Contract Years

Contract Years shall be defined as follows:

- Contract Year One:
- Contract Year Two:
- Contract Year Three:
- Contract Year Four:
- Contract Year Five:

12. Payment Terms

- a. Subject to the terms of this Contract the Contractor shall be paid:
 - i. \$ 5.34 million in Contract Year One;
 - ii. \$ 5.36 million in Contract Year Two;
 - iii. \$ 5.29 million in Contract Year Three;
 - iv. \$ 5.24 million in Contract Year Four; and
 - v. \$ 5.25 million in Contract Year Five of this Contract.
- b. The Contractor shall be paid in equal monthly increments, prorated as necessary.
- c. Within thirty (30) days of the closing of Contract Year Five, the Contractor shall submit a final reconciliation to the County reporting any cumulative surplus at the end of the five (5) year period. In the event that a surplus exists, the Contractor shall submit a one-time payment to the County for fifty percent (50%) of the amount of the surplus. Funding secured and obligated by the Contractor to expand the scope of services offered at the Health Center shall be exempt from the reconciliation

process provided that satisfactory proof of any such service expansion obligations are provided to the County in advance of the reconciliation process.

13. Limit of County's Obligation

- a. The amount to be paid by the County to the Contractor in the form of: Community Benefit Payments as set forth herein; the equipment and furnishings listed in the Equipment and Furnishings Transfer List; and facility space as set forth in the Lease Agreement, shall constitute the full obligation of the County in connection with this Contract and any matter arising therefrom. In no event shall the County be required to reimburse or compensate the Contractor for any type of funding deficit or shortfall caused by the Contractor or resulting from reduced revenue from any other source.
- b. The County shall have no financial obligation to the Contractor with regard to the Services covered by this Contract beyond the Term of this Contract.

End of Text for Article II

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Exhibit I
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

"Comptroller" means the Comptroller of the County of Suffolk.

"Contract" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

"Contractor" means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

"County" means the County of Suffolk, its departments, and agencies.

"County Attorney" means the County Attorney of the County of Suffolk.

"Department" means the signatory department approving the Contract.

"Engineering Services" means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

"Event of Default" means

a. the Contractor's failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor's failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor's failure to maintain insurance required by the Contract with an insurer that has designated

the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor's bankruptcy or insolvency; or

f. The Contractor's failure to cooperate in an Audit; or

g. The Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

"Federal" means the United States government, its departments and agencies.

"Fund Source" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

"Legislature" means the Legislature of the County of Suffolk.

"Services" means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I "Description of Services."

"State" means the State of New York.

"Suffolk County Payment Voucher" means the document authorized and required by the Comptroller for release of payment.

"Term" means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended,

or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 33 of this Exhibit 1.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this Exhibit 1.

10. Indemnification and Defense

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

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) **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. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) 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. The County shall be named an additional insured.

iii.) **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. The Contractor shall furnish to the County, prior to its execution of the Contract, 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, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. In the case of commercial general liability insurance, and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring

agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

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

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. 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 from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor 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 substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided, or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the

Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor 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 as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without 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 arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the

provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required

by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the Contractor, and the County.

27. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

28. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute "work made for hire" under the U.S. copyright laws. To the extent that any Work Product does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention.

This paragraph shall survive any completion, expiration or termination of this Contract.

immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

End of Text for Exhibit 1

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be

Exhibit 2
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

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

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

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

Required Form:

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

2. Living Wage Law

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

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

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

Required Forms:

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

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

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

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

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

Required Form:

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

4. **Lawful Hiring of Employees Law**

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

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

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

the covered employer and the County; and shall be made available to the public upon request.

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

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

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

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

Required Forms:

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

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

5. **Gratuities**

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

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

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

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

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

7. **Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

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

8. **Non Responsible Bidder**

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

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

9. **Use of Funds in Prosecution of Civil Actions Prohibited**

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

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

10. **Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. **Safeguarding Personal Information of Minors**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's performance management team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures

14. Suffolk County Local Laws Website Address

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

End of Text for Exhibit 2

Exhibit 3
HIPAA Business Associate Agreement

Whereas, the Suffolk County Department of Health Services ("Covered Entity" or "County") and the Contractor ("Business Associate") (collectively "Parties") are subject to the Privacy and Security Rules (45 Code of Federal Regulations (CFR) Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191; and

Whereas, the Parties are also subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which was adopted as part of the American Recovery and Reinvestment Act of 2009 and which, along with HIPAA and the Privacy and Security Rules, imposed new requirements on Business Associates with respect to the privacy, security, and breach notification of Protected Health Information; and

Whereas, in the course of rendering services for Covered Entity pursuant to the Contract, as that term is defined herein, Business Associate may come into contact with, use, or disclose Protected Health Information, as that term is also defined herein; and

Whereas, the Federal privacy and security regulations set forth at 45 CFR Part 160 and 164, require Covered Entity to have a written memorandum with each of its Business Associates, pursuant to which Covered Entity obtains satisfactory assurances that Business Associate will appropriately safeguard Protected Health Information that Business Associate may create or receive from or on behalf of the Covered Entity.

Now, therefore, in furtherance of their obligations under the Federal regulations regarding HIPAA and HITECH and for the term set forth on page one of the Contract, the Parties agree to the following terms and conditions:

I. General

A. HIPAA, HITECH and Omnibus Rule Compliance.

1. This HIPAA Business Associate Agreement shall apply only to those Underlying Services, as that term is defined herein, rendered by the Business Associate to the Covered Entity pursuant to the Contract, as that term is defined herein.
2. Business Associate and Covered Entity hereby agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this HIPAA Business Associate Agreement ("BA Agreement") between Business Associate and Covered Entity as if set forth in this BA Agreement in their entirety.
3. Business Associate shall, and shall require its agents or subcontractor(s), to be aware of the provisions of the "Omnibus Final Rule, 45 CFR Parts 160 and 164 Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Genetic Information Nondiscrimination Act (GINA); Other Modifications to the HIPAA Rules" ("Omnibus Final Rule") that was published in the Federal Register on January 25, 2013, and effective March 26, 2013. Business Associate shall be in compliance on or before the enforcement date of the Omnibus Final Rule.
4. Business Associate shall cooperate with Covered Entity in executing any appropriate agreements necessary for compliance with HIPAA, HITECH, the Omnibus Final Rule, and any other federal and state laws and regulations relating to the protection and confidentiality of health information.

B. Definitions

1. **General.** Terms used but not otherwise defined in this HIPAA Business Associate Agreement ("BA Agreement") shall have the same meaning as those terms in the Privacy Rule and the Security Rule as further defined below.
2. **Specific**
 - a) "Breach" means acquisition, access, use, or disclosure, of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security or privacy of the Protected Health Information, as further defined in 45 CFR §164.402.
 - b) "Breach Notification Rule" means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164.
 - c) "Contract" means that agreement between Covered Entity and Business Associate pursuant to which the Underlying Services are provided, including any amendments or extensions thereto.

- d) Designated Record Set means:
 - (1) A group of records maintained by or for Covered Entity that is:
 - (i) The medical records and billing records about individuals maintained by or for a Covered Entity health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for Covered Entity.
- e) "Electronic Protected Health Information" or "EPHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information that Business Associate receives, creates, maintains, uses, discloses, or transmits from, or on behalf of, Covered Entity.
- f) "Individual" has the same meaning as set forth in 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- g) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at set forth in 45 CFR parts 160 and 164.
- h) "Protected Health Information" or "PHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity. Protected Health Information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity shall include records of all services provided at Business Associate's facilities at the time such services are provided.
- i) "Required by Law" has the same meaning as set forth in 45 CFR § 164.103.
- j) "Secretary" means the Secretary of the United States Department of Health and Human Services (HHS) or his/her designee.
- k) "Security Incident" has the same meaning set forth at 45 CFR § 164.304.
- l) "Security Rule" means the Security Standards set forth at 45 CFR Parts 160 and 164.
- m) "Underlying Services" means, to the extent and only to the extent they involve the creation, maintenance, or transmission of PHI, the services performed by Business Associate for Covered Entity pursuant to the Contract.
- n) "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as set forth in CFR § 164.402.

II. Privacy Rule

A. Obligations and Activities of Business Associate

1. Compliance.

- a) Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by the Contract or as Required by Law. In the event of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.
- b) In those instances where Covered Entity has delegated a duty of the Covered Entity to Business Associate and where such duty involves activities that are subject to the regulation of the Privacy Rule and/or the Security Rule, Business Associate shall comply with all provisions and requirements of the Privacy Rule and/or the Security Rule as would be applicable to Covered Entity were Covered Entity performing such duty.
- c) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

- 2. Privacy Safeguards and Policies. Business Associate agrees to use all appropriate safeguards to prevent use or disclosure of PHI or EPHI in violation of the Privacy Rule, the Security Rule, or as may otherwise be prohibited by the Contract. This includes, but is not necessarily limited to, Business Associate implementing

administrative, physical, and technical safeguards to reasonably and appropriately protect PHI against any reasonably anticipated threats or hazards, by utilizing the technology commercially available to Business Associate. Without limiting the generality of the foregoing sentence, Business Associate will:

- a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by the Security Rule;
- b) Ensure that any agent(s) or subcontractor(s) of Business Associate, to whom Business Associate provides EPHI, agrees in writing to implement reasonable and appropriate safeguards to protect EPHI;
- c) Immediately report to Covered Entity any use or disclosure of PHI not provided for by this BA Agreement of which Business Associate becomes aware in accordance with 45 CFR § 164.504(e)(2)(ii)(C); and
- d) Immediately report to Covered Entity any breaches of Unsecured Protected Health Information as set forth in 45 CFR § 164.410 and any Security Incident of which it becomes aware.

3. Potential Breach and Breach.

- a) Business Associate agrees to exercise reasonable diligence, and implement reasonable systems, for the discovery of any attempted, or successful, acquisition, access, use, or disclosure which is not permitted under 45 CFR 164 subpart E, of the Privacy Rule (hereinafter, "Potential Breach"), and immediately report to Covered Entity any such Potential Breach.
- b) Business Associate agrees to assist Covered Entity in compliance with the Breach Notification Rule, including, but not limited to, agreeing to report to Covered Entity any modification, destruction of information, or interferences with system operations (e.g., operation of its information systems) of which it becomes aware.
- c) In recognition of Covered Entity's responsibility under the Breach Notification Rule to notify the subject of any Breach of PHI in violation of the Privacy Rule without unreasonable delay, but in no case later than sixty (60) days after discovery of a Breach, and in recognition that the date of the discovery of the Breach by Business Associate is imputed to Covered Entity, Business Associate shall transmit a report of a Breach or Potential Breach to Covered Entity immediately, but in no event later than three (3) days after discovery of any Breach or Potential Breach. Such reports shall be directed to the attention of Covered Entity's HIPAA Privacy Officer.
- d) Such reports shall include: date of report; date of Breach or Potential Breach; discovery date of Breach or Potential Breach; name, address and telephone number of any patient affected; description of what happened, including the names of any staff involved, types of information involved, whether the information was Unsecured Protected Health Information; description of what is being done to investigate and mitigate; steps patient(s) should take to protect themselves from harm resulting from Potential Breach; whether subject is living or deceased (if known); if deceased, name of next of kin or personal representative (if known); name, title and telephone number of submitting staff member.
- e) In the event that all facts and circumstances surrounding the Breach or Potential Breach are not known at the time of the report to Covered Entity, Business Associate shall continue its investigation and shall immediately provide Covered Entity's HIPAA Privacy Officer with all additional information resulting from such continued investigation.
- f) Business Associate shall promptly provide such additional information as is reasonably requested by Covered Entity to facilitate Covered Entity's analysis and determination of whether the Potential Breach is a Breach requiring notification of the subject of the breached PHI.
- g) Where Breach notification to the patient is required, after consultation with Business Associate, Covered Entity shall determine whether such Breach notification will be provided by Covered Entity or by Business Associate.
- h) Business Associate agrees to require its employees, agents, and subcontractors, to immediately report to Business Associate a Breach or Potential Breach. Immediately upon receipt of such report, Business Associate shall notify Covered Entity as set forth in sections II.A.3. c-g above.
- i) Failure to timely report a Breach or Potential Breach to Covered Entity may result in cancellation of the Contract.

- j) Business Associate agrees to mitigate any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Privacy Rule or any other laws, rules or regulations pertaining to the protection and confidentiality of health information.
4. **Business Associate's Agents and Subcontractors.** Business Associate agrees to ensure that any of its agents or subcontractors that receive, create, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.
5. **Access to Designated Record Sets.**
- a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.524, to the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set.
- b) The Covered Entity shall forward to Business Associate in a timely manner an Individual's request for access to, or a copy of, such Individual's PHI that is in the possession of Business Associate and/or Business Associate's agent(s) and/or Business Associate's subcontractor(s). Business Associate shall then make available the Individual's PHI to the Individual in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524.
- c) If Business Associate receives a request directly from an Individual for access to or a copy of the Individual's PHI and the PHI is in the sole possession of Business Associate and/or Business Associate's agents and/or Business Associate's subcontractor(s), Business Associate shall provide the Individual with access to or copies of the Individual's PHI in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524. Business Associate shall notify Covered Entity, in such form and manner as may be requested by Covered Entity, of the Individuals to whom it provided PHI in accordance with this subsection.
- d) If Business Associate receives a request for PHI not in its possession and in the possession of Covered Entity or receives a request from other than the Individual or Covered Entity, Business Associate shall promptly forward the request to Covered Entity, to the attention of Covered Entity's HIPAA Privacy Officer. Business Associate shall then assist Covered Entity as necessary in responding to the request in the manner required by 45 CFR § 164.524.
- e) If Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as the regulations permit.
6. **Amendments to Designated Record Sets.**
- a) At the request of Covered Entity, Business Associate agrees to make any amendment(s) to an Individual's PHI in a Designated Record Set which may be in possession of Business Associate and which Covered Entity granted pursuant to 45 CFR §164.526. Business Associate agrees to make such amendments in the time and manner designated by Covered Entity in order to assist with Covered Entity's compliance with 45 CFR §164.526.
- b) If a request for amendment is made directly to Business Associate by an Individual, Business Associate shall consult with Covered Entity as to the request and act on such request in the same manner and time frame as would be required for Covered Entity by 45 CFR §164.526. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the action taken regarding such request.
7. **Accountings of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
8. **Requests for Accountings of Disclosures.**
- a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.528, Business Associate agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, information collected in accordance with Section II.A.7. of this BA Agreement.
- b) If a request for information collected in accordance with Section II.A.7. of this BA Agreement is made directly to Business Associate by an Individual, Business Associate shall act on such request in the manner and time frame as would be required for Covered Entity by 45 CFR §164.528. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the information provided to the Individual.

9. **Access to Books and Records.** Business Associate shall make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to Covered Entity, or to the Secretary, in a time and manner requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

B. Permitted Uses and Disclosures by Business Associate.

1. **Contract.** Business Associate may create, maintain, or transmit PHI solely (1) as necessary to provide the Underlying Services to Covered Entity, provided that such disclosure is in compliance with each applicable requirement of the Privacy Rule and/or the Security Rule, (2) as required by Law or (3) as expressly otherwise authorized under this BA Agreement. Business Associate shall not create, maintain, or transmit PHI for any other purpose or in any other manner.
2. **Use and Disclosure for Administration of Business Associate.** Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI for the proper management and administration of the health care operations of Business Associate or to carry out the legal responsibilities of Business Associate with respect to its health care operations provided that any such disclosures are Required by Law or that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Minimum Necessary.

1. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
2. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
3. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

- D. Permissible Requests by Covered Entity.** Except as set forth herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

III. Security Rule Compliance

A. Obligations and Activities of Business Associate

1. **Compliance.** Business Associate must comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule, including, without limitation, compliance with the provisions of 45 CFR 164 Subpart C. In case of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.
2. **Security Safeguards and Policies.**
 - a) Business Associate agrees to ensure that it has implemented administrative, physical and technical safeguards in accordance with the provisions of 45 CFR §§ 164.308, 164.310, and 164.312, which safeguards reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. This includes, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect Covered Entity's PHI against any reasonably anticipated threats or hazards.
 - b) Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. Business Associate shall maintain appropriate documentation of its compliance with the Security Rule, including, but not limited to, documentation related to its assessment of security risks.
3. **Security Provisions in Business Associate Contracts.** In accordance with 45 CFR § 164.308(b)(2), Business Associate agrees to ensure that any of its agents or subcontractors, that receive, create, maintain, or transmit electronic PHI on behalf of Business Associate agree, in writing, to comply with 45 CFR 164 Subpart C and agree to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

4. **Reporting of Security Incidents.** Business Associate shall immediately report to Covered Entity's Privacy Officer any Security Incident (as defined by the Security Rule) of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C).
5. **Security Compliance Review Upon Request.** Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the security of EPHI received from, created by or received by Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
6. **Cooperation in Security Compliance.** Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security Rule.

B. Electronic Transaction Standards.

1. Business Associate shall, to the extent applicable, comply with all HIPAA standards and requirements with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions").
2. Business Associate shall make software which it licenses to Covered Entity, if any, perform all Covered Transactions compliant, to the extent applicable, with HIPAA, HITECH, the Privacy Rule, and the Security Rule.
3. Business Associate represents and warrants that it is aware of all current HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements which become effective from time to time. Business Associate agrees that its compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

IV. Term and Termination.

- A. **Term.** Subject to section IV.D. below this BA Agreement shall be effective as of the effective date of the Contract and shall terminate on the date set forth on page 1 of the Contract, inclusive of options, 1) unless such term is amended by the Parties, in which case this BA shall terminate on the date set forth in such amendment or 2) unless terminated sooner by the Covered Entity pursuant to the terms of the Contract or this BA Agreement.
- B. **Termination for Cause.** Business Associate authorizes termination of the Contract, including this BA Agreement, by Covered Entity, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the BA Agreement and, if an opportunity to cure is granted by Covered Entity, Business Associate has not cured the violation within the time specified by Covered Entity. It shall be in the sole discretion of Covered Entity as to whether to provide an opportunity to cure a violation of this BA Agreement prior to terminating the Contract for cause pursuant to this section.
- C. **Obligations of Business Associate Upon Termination.**
 1. Upon expiration or termination of this Agreement for any reason, Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form, including, without limitation, in electronic form. In lieu of returning such PHI, Covered Entity, in its sole discretion, may agree to allow Business Associate to destroy such PHI. In either event, Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of Business Associate's agents or subcontractors. Business Associate's agents and subcontractors shall not retain copies of PHI.
 2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Covered Entity, in its sole discretion, determines that that return or destruction of PHI is not feasible, Business Associate shall:
 - a) extend the protections for PHI set forth in this BA Agreement to such PHI;
 - b) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the protected health information for as long as business associate retains the PHI; and
 - c) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained, subject to the same conditions set forth in this BA Agreement as applied prior to termination or expiration.

HIPAA Business Associate Agreement
Exhibit 3; Rev. 8/27/2014

D. **Survival.** The terms of this BA Agreement and the obligations of the Business Associate hereunder shall survive the termination or expiration of this BA Agreement and shall remain in effect until all PHI is destroyed or returned to Covered Entity.

V. **Miscellaneous.**

- A. **Regulatory References.** A reference in this BA Agreement to a section in HIPAA or HITECH or any of the rules, regulations or federal guidance issued under HIPAA or HITECH means the section as in effect or as amended.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and/or HITECH.
- C. **Interpretation.** Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA and/or HITECH.
- D. **Conflict in Terms.**
1. The terms of this BA Agreement are hereby incorporated in their entirety into the Contract.
 2. Except as otherwise set forth in the BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Contract, the terms of this BA Agreement shall prevail with respect to PHI or EPHI.
 3. The terms of the Contract which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. The Contract, together with this BA Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original.
- E. **Other Obligations.** This BA Agreement does not affect any other terms or obligations in the Contract between the Parties with respect to matters not involving the confidentiality, use, or disclosure of PHI or EPHI. This BA Agreement, however, does supersede all other obligations in the Contract between the Parties to the extent they involve the confidentiality, use, or disclosure of PHI or EPHI.
-

End of Text for Exhibit 3

Rev. 12/2/14; Law No. 19-HS-
Community Benefit Grant Contract
Hudson River Healthcare, Inc.

IFMS No.
Contract No. 001-4101-4980-00-00013
Health Department Issued:

Exhibit 4
Medical Record Custodial Services Agreement

(See Attached)

Rev. 12/2/14; Law No.
Medical Record Custodial Services Agreement
Hudson River Healthcare, Inc.

IFMS No. N/A
Contract No. 001-4100-0000-00-00115
Health Department Issued:

Medical Record Custodial Services Agreement

This Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, having its principal office at 300 Center Drive, Riverhead, New York 11901, acting through its duly constituted Department of Health Services ("Department"), located at 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739, and

Hudson River Healthcare, Inc. ("Contractor"), a New York not-for-profit corporation licensed to operate under Article 28 of the New York Public Health Law having offices at 1200 Brown Street, Peekskill, New York 10566 and 1037 Main Street, Peekskill, New York 10566.

The parties hereto desire to make available to the County Medical Record Custodial Services ("Services") for the Brentwood Family Health Center located at 1869 Brentwood Road, Brentwood, New York 11717 ("Health Center") as further described in this Agreement.

Term of Agreement: Shall commence on Date and continue as more fully set forth in paragraphs 9 and 13 herein.

Total Cost of Agreement: No Cost to County.

Terms and Conditions: Shall be as set forth herein and in Exhibits A, B and C.

In Witness Whereof, the parties hereto have executed the Agreement as of the latest date written below.

Signatures appear on the following page.

Hudson River Healthcare, Inc.

COUNTY OF SUFFOLK

By: _____
Name:
Title:

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Federal Taxpayer ID. No. 13-2828349

Date: _____

Date: _____

Approved:
Department of Health Services

_____, hereby certifies
under penalties of perjury that I am an officer of
Hudson River Healthcare, Inc., that I have read and I
am familiar with §A5-7 of Article V of the Suffolk
County Code, and that Hudson River Healthcare, Inc.
meets all requirements to qualify for exemption
thereunder.

By: _____
Barbara Marano, CPA
Executive Assistant for Finance and
Administration

Name

Date: _____

Date _____

Recommended:
Division of Patient Care Services

Approved as to Form:
Dennis M. Brown, Suffolk County Attorney

By: _____
Jennifer L. Culp, MPA
Assistant to the Commissioner

By: _____
Phyllis Seidman
Assistant County Attorney

Date: _____

Date: _____

Exhibit A
Terms and Conditions

Whereas, the County was the operator of the Health Center, licensed under Article 28 of the New York Public Health Law; and

Whereas, the County and the Contractor have agreed that, upon commencement of the Community Benefit Grant Contract (HSV Contract No. ~~001-4101-4980-00-00013~~) between the County and the Contractor, the Contractor shall become the operator of the Health Center; and

Whereas, the Parties desire to arrange for the transfer by the Department of maintenance, storage, and retention of all of the Health Center's current patient records and charts, including Master Card Files, whether paper or electronic that pre-date the effective date of this Agreement (the "**Existing Records**"), to the Contractor, to be held by the Contractor as custodian pursuant to the terms of this Agreement;

Now, Therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

1. ~~Existing Records~~. Existing Records means all current patient records and charts, including Master Card Files, whether paper or electronic that pre-date the effective date of this Agreement.
2. Master Card Files. Master Card Files are an Alphabetical file of 4X6 inch cards that are maintained in the Health Center's Medical Records Department. These cards contain information on each patient that receives services in the health center, including but not limited to demographic information, medical record archive information, deceased status, and some Protected Health Information ("**PHI**"). These documents must be maintained permanently.
3. New Records. New Records means all patient record entries and charts generated by the Contractor subsequent to the execution of this Agreement. "New Records" shall be the exclusive property of the Contractor. The Existing Records and New Records are herein collectively referred to as the "Combined Records."
4. Transfer of Custody. The County hereby transfers custody of the Existing Records to the Contractor for safekeeping and to facilitate the Contractor's continuation of care to patients who elect to be treated by the Contractor. The Contractor shall serve as custodian of the Existing Records for all purposes.
5. Business Associate Agreement. This Agreement is subject to the Health Insurance Portability and Accountability Act ("**HIPAA**"), as may be amended from time to time, and the Business Associate Agreement attached hereto and made a part hereof as Exhibit C.

6. Access to Records.

- a. The County shall have the right to access the Existing Records for the purposes of investigating or defending medical malpractice claims, for verifying information for billing purposes or for internal or external audits, or for quality assurance reviews. Such records shall be provided within five (5) business days of request by the County. Existing Records requested and subpoenaed by legally authorized persons or entities shall be provided by the Contractor as required by such process.
- b. In the event a patient, or other appropriate person under State and federal law (including, without limitation, a parent or guardian of an infant, a committee for an incompetent, a conservator or other person pursuant to court order), requests that a copy of a patient's medical records be provided to such person or to another healthcare provider or other entity pursuant to a HIPAA compliant authorization, the Contractor shall promptly forward a copy of the patient's records; provided, however, that in all instances, the Contractor shall comply with all provisions of State and federal law with respect to the confidentiality and production of such records.

~~7. Maintenance of Records by the Contractor. The Contractor, as custodian, shall accept, retain and store the Combined Records in accordance with HIPAA and all applicable legal and ethical requirements, as set forth in paragraph 5 above. The Combined Records shall be maintained in a manner that will allow for severance of the Existing Records from the Combined Records.~~

8. Storage of Records. Existing records shall be stored in a safe, secure, and accessible manner. Electronic documents shall be duplicated or backed up regularly.

9. Record Retention. Existing Records shall be retained for a minimum of ten (10) years from the date of discharge from care or death, or for minors, for three (3) years after the minor reaches the age of majority, which is currently eighteen (18) years of age. Notwithstanding the foregoing, the Contractor must comply with all federal, State and local record retention requirements, including, but not limited to, those for communicable diseases and tuberculosis.

10. Confidentiality.

- a. The Contractor expressly agrees to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this Agreement. No disclosure, redisclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The Contractor further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality.

b. Contractor Responsibilities Regarding AIDS and HIV-Related Information

- i.) The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness.
- ii.) The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing Services, and in accordance with Section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of State law and regulation.
- iii.) The Contractor further agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

This information has been disclosed to you from ~~confidential records that are protected by State law. State~~ law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

11. Destruction of Records. The Contractor shall be responsible for the ongoing process of identifying records which have met the required retention period and overseeing their destruction. The Contractor shall provide to the County, on a regular basis and at least one (1) month prior to destruction, a list of Existing Records scheduled to be destroyed. The County may request that any record(s) on said list be transferred back to the County for any reason or no reason. Existing Records, whether paper or electronic, shall be destroyed by the Contractor in compliance with applicable record retention schedules, as more fully set forth in paragraph 9 herein. Destruction shall be performed securely, professionally and in compliance with all applicable laws and regulations. The confidentiality of the records shall be maintained at all times. Contractor shall provide a certificate of verified destruction to the County within thirty (30) days of destruction.
12. Indemnification and Defense. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County,

its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

13. Termination of Agreement. In the event that the Contractor ceases to operate the Health Center, this Agreement shall be deemed null and void and Contractor shall arrange to transfer the custody of the Existing Records, as may be directed by the County, to a successor health center or other appropriate health services provider upon the written consent of the County, as set forth in paragraph 15 herein, or to the County at a time and to a location to be determined by the County.
14. Contact Person. Upon execution of this Agreement, each party shall, in writing, designate a contact to whom communications regarding the Services may be directed.
15. Assignment. Contractor shall not delegate its duties under the Agreement, or assign, transfer, convey, sublet, or otherwise dispose of the Agreement, or any of its right, title or interest therein, or its power to execute the Agreement to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void *ab initio*.

16. Application.
 - a. The terms of this Agreement shall apply to all persons and contractors in the Contractor's employment and facility.
 - b. Except as otherwise provided herein, all rights and remedies set forth in this Agreement shall be in addition to and not exclusive of any other rights or remedies now or hereafter existing at law or in equity.
17. Notices. Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: a) to the Contractor at the address on page 1 of the Agreement and b) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (6th Floor), Hauppauge, New York, 11788.
18. Independent Contractor. The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Agreement, the Agreement shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.
19. Severability. It is expressly agreed that if any term or provision of the Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and every other term and provision of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

20. Waiver. Any consent or waiver executed in writing by a party shall be binding upon such party from and after the date of execution thereof unless a later or earlier date is specified therein. No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or any acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.
 21. Headings. All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope of intent of any provisions hereof.
 22. Further Assurances. The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may reasonably be necessary and appropriate to achieve the purposes set forth in this Agreement.
 23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
-
24. Venue and Acceptance of Service of Process.
 - a. The Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.
 - b. At the option of any party bringing such action, proceeding or claim, service of legal process may be made upon any other party by transmitting a copy of such process by registered or certified mail, return receipt requested, postage prepaid, to such other party at the address set forth above. Such mailing shall be deemed personal service and shall be legal and binding upon the party so served in any such action, proceeding or claim.
 25. No Intended Third Party Beneficiaries. The Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Agreement and no third party shall have the right to make any claim or assert any right under the Agreement.
 26. Entire Agreement. This Agreement is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral. It shall not be changed, except by a writing signed by both parties.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS AGREEMENT.

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

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

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

Required Form:

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

2. Living Wage Law

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

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

Required Forms:

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

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

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

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

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

Required Form:

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

4. Lawful Hiring of Employees Law

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license

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

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

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

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

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

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

Required Forms:

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

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

5. Gratuities

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

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

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

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

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

8. Non Responsible Bidder

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

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

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

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Agreement. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Agreement, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Agreement and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Agreement, for which the County may withhold payment, terminate the Agreement or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Local Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's performance management team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures

14. Suffolk County Local Laws Website Address

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

Rev. 11/18/14

End of Text for Exhibit B

Exhibit C
HIPAA Business Associate Agreement

Whereas, the Suffolk County Department of Health Services ("Covered Entity" or "County") and the Contractor ("Business Associate") (collectively "Parties") are subject to the Privacy and Security Rules (45 Code of Federal Regulations (CFR) Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191; and

Whereas, the Parties are also subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which was adopted as part of the American Recovery and Reinvestment Act of 2009 and which, along with HIPAA and the Privacy and Security Rules, imposed new requirements on Business Associates with respect to the privacy, security, and breach notification of Protected Health Information; and

Whereas, in the course of rendering services for Covered Entity pursuant to the Agreement, as that term is defined herein, Business Associate may come into contact with, use, or disclose Protected Health Information, as that term is also defined herein; and

Whereas, the Federal privacy and security regulations set forth at 45 CFR Part 160 and 164, require Covered Entity to have a written memorandum with each of its Business Associates, ~~pursuant to which Covered Entity obtains satisfactory assurances that Business Associate will appropriately safeguard Protected Health Information that Business Associate may create or receive from or on behalf of the Covered Entity.~~

Now, therefore, in furtherance of their obligations under the Federal regulations regarding HIPAA and HITECH and for the term set forth on page one of the Agreement, the Parties agree to the following terms and conditions:

I. General

A. HIPAA, HITECH and Omnibus Rule Compliance.

1. This HIPAA Business Associate Agreement shall apply only to those Underlying Services, as that term is defined herein, rendered by the Business Associate to the Covered Entity pursuant to the Agreement, as that term is defined herein.
2. Business Associate and Covered Entity hereby agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this HIPAA Business Associate Agreement ("BA Agreement") between Business Associate and Covered Entity as if set forth in this BA Agreement in their entirety.
3. Business Associate shall, and shall require its agents or subcontractor(s), to be aware of the provisions of the "Omnibus Final Rule, 45 CFR Parts 160 and 164 Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Genetic Information Nondiscrimination Act (GINA); Other Modifications to the HIPAA Rules" ("Omnibus Final Rule") that

was published in the Federal Register on January 25, 2013, and effective March 26, 2013. Business Associate shall be in compliance on or before the enforcement date of the Omnibus Final Rule.

4. Business Associate shall cooperate with Covered Entity in executing any appropriate agreements necessary for compliance with HIPAA, HITECH, the Omnibus Final Rule, and any other federal and state laws and regulations relating to the protection and confidentiality of health information.

B. Definitions

1. **General.** Terms used but not otherwise defined in this HIPAA Business Associate Agreement (“BA Agreement”) shall have the same meaning as those terms in the Privacy Rule and the Security Rule as further defined below.

2. **Specific**

- a) “Breach” means acquisition, access, use, or disclosure, of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security or privacy of the Protected Health Information, as further defined in 45 CFR §164.402.
- b) “Breach Notification Rule” means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164.
- c) “Agreement” means that agreement between Covered Entity and Business Associate pursuant to which the Underlying Services are provided, including any amendments or extensions thereto.
- d) Designated Record Set means:
 - (1) A group of records maintained by or for Covered Entity that is:
 - (i) The medical records and billing records about individuals maintained by or for a Covered Entity health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for Covered Entity.
- e) “Electronic Protected Health Information” or “EPHI” has the same meaning as set forth in 45 CFR § 160.103, limited to the information that Business Associate receives, creates, maintains, uses, discloses, or transmits from, or on behalf of, Covered Entity.

- f) "Individual" has the same meaning as set forth in 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- g) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at set forth in 45 CFR parts 160 and 164.
- h) "Protected Health Information" or "PHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity. Protected Health Information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity shall include records of all services provided at Business Associate's facilities at the time such services are provided.
- i) "Required by Law" has the same meaning as set forth in 45 CFR § 164.103.
- j) "Secretary" means the Secretary of the United States Department of Health and Human Services (HHS) or his/her designee.
- k) "Security Incident" has the same meaning set forth at 45 CFR § 164.304.
- l) "Security Rule" means the Security Standards set forth at 45 CFR Parts 160 and 164.
- m) "Underlying Services" means, to the extent and only to the extent they involve the creation, maintenance, or transmission of PHI, the services performed by Business Associate for Covered Entity pursuant to the Agreement.
- n) "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as set forth in CFR § 164.402.

II. Privacy Rule

A. Obligations and Activities of Business Associate

1. Compliance.

- a) Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law. In the event of any conflict between this BA Agreement and the Agreement, this BA Agreement shall govern.
- b) In those instances where Covered Entity has delegated a duty of the Covered Entity to Business Associate and where such duty involves activities that are subject to the regulation of the Privacy Rule and/or the Security Rule, Business Associate shall comply with all provisions and requirements of the

Privacy Rule and/or the Security Rule as would be applicable to Covered Entity were Covered Entity performing such duty.

- c) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

2. **Privacy Safeguards and Policies.** Business Associate agrees to use all appropriate safeguards to prevent use or disclosure of PHI or EPHI in violation of the Privacy Rule, the Security Rule, or as may otherwise be prohibited by the Agreement. This includes, but is not necessarily limited to, Business Associate implementing administrative, physical, and technical safeguards to reasonably and appropriately protect PHI against any reasonably anticipated threats or hazards, by utilizing the technology commercially available to Business Associate. Without limiting the generality of the foregoing sentence, Business Associate will:

- a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by the Security Rule;
- b) Ensure that any agent(s) or subcontractor(s) of Business Associate, to whom Business Associate provides EPHI, agrees in writing to implement reasonable and appropriate safeguards to protect EPHI;
- c) Immediately report to Covered Entity any use or disclosure of PHI not provided for by this BA Agreement of which Business Associate becomes aware in accordance with 45 CFR § 164.504(e)(2)(ii)(C); and
- d) Immediately report to Covered Entity any breaches of Unsecured Protected Health Information as set forth in 45 CFR § 164.410 and any Security Incident of which it becomes aware.

3. **Potential Breach and Breach.**

- a) Business Associate agrees to exercise reasonable diligence, and implement reasonable systems, for the discovery of any attempted, or successful, acquisition, access, use, or disclosure which is not permitted under 45 CFR 164 subpart E, of the Privacy Rule (hereinafter, "Potential Breach"), and immediately report to Covered Entity any such Potential Breach.
- b) Business Associate agrees to assist Covered Entity in compliance with the Breach Notification Rule, including, but not limited to, agreeing to report to Covered Entity any modification, destruction of information, or interferences with system operations (e.g., operation of its information systems) of which it becomes aware.
- c) In recognition of Covered Entity's responsibility under the Breach Notification Rule to notify the subject of any Breach of PHI in violation of the Privacy Rule without unreasonable delay, but in no case later than sixty (60) days after discovery of a Breach, and in recognition that the date of the discovery of the Breach by Business Associate is imputed to Covered Entity, Business Associate shall transmit a report of a Breach or Potential

Breach to Covered Entity immediately, but in no event later than three (3) days after discovery of any Breach or Potential Breach. Such reports shall be directed to the attention of Covered Entity's HIPAA Privacy Officer.

- d) Such reports shall include: date of report; date of Breach or Potential Breach; discovery date of Breach or Potential Breach; name, address and telephone number of any patient affected; description of what happened, including the names of any staff involved, types of information involved, whether the information was Unsecured Protected Health Information; description of what is being done to investigate and mitigate; steps patient(s) should take to protect themselves from harm resulting from Potential Breach; whether subject is living or deceased (if known); if deceased, name of next of kin or personal representative (if known); name, title and telephone number of submitting staff member.
 - e) In the event that all facts and circumstances surrounding the Breach or Potential Breach are not known at the time of the report to Covered Entity, Business Associate shall continue its investigation and shall immediately provide Covered Entity's HIPAA Privacy Officer with all additional information resulting from such continued investigation.
 - f) Business Associate shall promptly provide such additional information as is reasonably requested by Covered Entity to facilitate Covered Entity's analysis and determination of whether the Potential Breach is a Breach requiring notification of the subject of the breached PHI.
 - g) Where Breach notification to the patient is required, after consultation with Business Associate, Covered Entity shall determine whether such Breach notification will be provided by Covered Entity or by Business Associate.
 - h) Business Associate agrees to require its employees, agents, and subcontractors, to immediately report to Business Associate a Breach or Potential Breach. Immediately upon receipt of such report, Business Associate shall notify Covered Entity as set forth in sections II.A.3. c-g above.
 - i) Failure to timely report a Breach or Potential Breach to Covered Entity may result in cancellation of the Agreement.
 - j) Business Associate agrees to mitigate any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Privacy Rule or any other laws, rules or regulations pertaining to the protection and confidentiality of health information.
4. **Business Associate's Agents and Subcontractors.** Business Associate agrees to ensure that any of its agents or subcontractors that receive, create, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

5. Access to Designated Record Sets.

- a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.524, to the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set.
- b) The Covered Entity shall forward to Business Associate in a timely manner an Individual's request for access to, or a copy of, such Individual's PHI that is in the possession of Business Associate and/or Business Associate's agent(s) and/or Business Associate's subcontractor(s). Business Associate shall then make available the Individual's PHI to the Individual in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524.
- c) If Business Associate receives a request directly from an Individual for access to or a copy of the Individual's PHI and the PHI is in the sole possession of Business Associate and/or Business Associate's agents and/or Business Associate's subcontractor(s), Business Associate shall provide the Individual with access to or copies of the Individual's PHI in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524. Business Associate shall notify Covered Entity, in such form and manner as may be requested by Covered Entity, of the Individuals to whom it provided PHI in accordance with this subsection.
- d) If Business Associate receives a request for PHI not in its possession and in the possession of Covered Entity or receives a request from other than the Individual or Covered Entity, Business Associate shall promptly forward the request to Covered Entity, to the attention of Covered Entity's HIPAA Privacy Officer. Business Associate shall then assist Covered Entity as necessary in responding to the request in the manner required by 45 CFR § 164.524.
- e) If Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as the regulations permit.

6. Amendments to Designated Record Sets.

- a) At the request of Covered Entity, Business Associate agrees to make any amendment(s) to an Individual's PHI in a Designated Record Set which may be in possession of Business Associate and which Covered Entity granted pursuant to 45 CFR §164.526. Business Associate agrees to make such amendments in the time and manner designated by Covered Entity in order to assist with Covered Entity's compliance with 45 CFR §164.526.
- b) If a request for amendment is made directly to Business Associate by an Individual, Business Associate shall consult with Covered Entity as to the request and act on such request in the same manner and time frame as would be required for Covered Entity by 45 CFR §164.526. Business Associate

shall notify Covered Entity's HIPAA Privacy Officer in writing of the action taken regarding such request.

7. **Accountings of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
8. **Requests for Accountings of Disclosures.**
 - a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.528, Business Associate agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, information collected in accordance with Section II.A.7. of this BA Agreement.
 - b) If a request for information collected in accordance with Section II.A.7. of this BA Agreement is made directly to Business Associate by an Individual, Business Associate shall act on such request in the manner and time frame as would be required for Covered Entity by 45 CFR §164.528. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the information provided to the Individual.
9. **Access to Books and Records** Business Associate shall make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to Covered Entity, or to the Secretary, in a time and manner requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

B. Permitted Uses and Disclosures by Business Associate.

1. **Agreement.** Business Associate may create, maintain, or transmit PHI solely (1) as necessary to provide the Underlying Services to Covered Entity, provided that such disclosure is in compliance with each applicable requirement of the Privacy Rule and/or the Security Rule, (2) as required by Law or (3) as expressly otherwise authorized under this BA Agreement. Business Associate shall not create, maintain, or transmit PHI for any other purpose or in any other manner.
2. **Use and Disclosure for Administration of Business Associate.** Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI for the proper management and administration of the health care operations of Business Associate or to carry out the legal responsibilities of Business Associate with respect to its health care operations provided that any such disclosures are Required by Law or that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Minimum Necessary.

1. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
2. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
3. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

D. Permissible Requests by Covered Entity. Except as set forth herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

III. Security Rule Compliance

A. Obligations and Activities of Business Associate

1. Compliance. Business Associate must comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule, including, without limitation, compliance with the provisions of 45 CFR 164 Subpart C. In case of any conflict between this BA Agreement and the Agreement, this BA Agreement shall govern.
2. Security Safeguards and Policies.
 - a) Business Associate agrees to ensure that it has implemented administrative, physical and technical safeguards in accordance with the provisions of 45 CFR §§ 164.308, 164.310, and 164.312, which safeguards reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. This includes, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect Covered Entity's PHI against any reasonably anticipated threats or hazards.
 - b) Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. Business Associate shall maintain appropriate documentation of its compliance with the Security Rule, including, but not limited to, documentation related to its assessment of security risks.
3. Security Provisions in Business Associate Contracts. In accordance with 45 CFR § 164.308(b)(2), Business Associate agrees to ensure that any of its agents or

subcontractors, that receive, create, maintain, or transmit electronic PHI on behalf of Business Associate agree, in writing, to comply with 45 CFR 164 Subpart C and agree to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

4. **Reporting of Security Incidents.** Business Associate shall immediately report to Covered Entity's Privacy Officer any Security Incident (as defined by the Security Rule) of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C).
5. **Security Compliance Review Upon Request.** Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the security of EPHI received from, created by or received by Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
6. **Cooperation in Security Compliance.** Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security Rule.

B. Electronic Transaction Standards

1. Business Associate shall, to the extent applicable, comply with all HIPAA standards and requirements with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions").
2. Business Associate shall make software which it licenses to Covered Entity, if any, perform all Covered Transactions compliant, to the extent applicable, with HIPAA, HITECH, the Privacy Rule, and the Security Rule.
3. Business Associate represents and warrants that it is aware of all current HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements which become effective from time to time. Business Associate agrees that its compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

IV. Term and Termination.

- A. **Term.** Subject to section IV.D. below this BA Agreement shall be effective as of the effective date of the Agreement and shall terminate on the date set forth on page 1 of the Agreement, inclusive of options, 1) unless such term is amended by the Parties, in which case this BA shall terminate on the date set forth in such amendment or 2) unless terminated sooner by the Covered Entity pursuant to the terms of the Agreement or this BA Agreement.
- B. **Termination for Cause.** Business Associate authorizes termination of the Agreement, including this BA Agreement, by Covered Entity, if Covered Entity determines, in its sole

discretion, that Business Associate has violated a material term of the BA Agreement and, if an opportunity to cure is granted by Covered Entity, Business Associate has not cured the violation within the time specified by Covered Entity. It shall be in the sole discretion of Covered Entity as to whether to provide an opportunity to cure a violation of this BA Agreement prior to terminating the Agreement for cause pursuant to this section.

C. **Obligations of Business Associate Upon Termination.**

1. Upon expiration or termination of this Agreement for any reason, Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form, including, without limitation, in electronic form. In lieu of returning such PHI, Covered Entity, in its sole discretion, may agree to allow Business Associate to destroy such PHI. In either event, Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of Business Associate's agents or subcontractors. Business Associate's agents and subcontractors shall not retain copies of PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Covered Entity, in its sole discretion, determines that that return or destruction of PHI is not feasible, Business Associate shall:
 - a) extend the protections for PHI set forth in this BA Agreement to such PHI;
 - b) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the protected health information for as long as business associate retains the PHI; and
 - c) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained, subject to the same conditions set forth in this BA Agreement as applied prior to termination or expiration.

D. **Survival.** The terms of this BA Agreement and the obligations of the Business Associate hereunder shall survive the termination or expiration of this BA Agreement and shall remain in effect until all PHI is destroyed or returned to Covered Entity.

V. **Miscellaneous.**

- A. **Regulatory References.** A reference in this BA Agreement to a section in HIPAA or HITECH or any of the rules, regulations or federal guidance issued under HIPAA or HITECH means the section as in effect or as amended.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend the Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and/or HITECH.
- C. **Interpretation.** Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA and/or HITECH.

D. Conflict in Terms.

1. The terms of this BA Agreement are hereby incorporated in their entirety into the Agreement.
2. Except as otherwise set forth in the BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Agreement, the terms of this BA Agreement shall prevail with respect to PHI or EPHI.
3. The terms of the Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. The Agreement, together with this BA Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original.

E. Other Obligations. This BA Agreement does not affect any other terms or obligations in the Agreement between the Parties with respect to matters not involving the confidentiality, use, or disclosure of PHI or EPHI. This BA Agreement, however, does supersede all other obligations in the Agreement between the Parties to the extent they involve the confidentiality, use, or disclosure of PHI or EPHI.

HIPAA BA 8/27/14

End of Text for Exhibit C

**Rev. 12/2/14; Law No. 19-HS-
Community Benefit Grant Contract
Hudson River Healthcare, Inc.**

**IFMS No.
Contract No. 001-4101-4980-00-00013
Health Department Issued:**

**Exhibit 5
Sub-Lease Agreement**

(See Attached)

Rev. 12/2/14; Law No. 19-HS-
Community Benefit Grant Contract
Hudson River Healthcare, Inc.

IFMS No.
Contract No. 001-4101-4980-00-00013
Health Department Issued:

Exhibit 6
Equipment and Furnishings Transfer List

(See Attached)

**2015 Intergovernmental Relations
Memorandum of Support**

TITLE OF BILL: Requesting Legislative approval of a contract with Hudson River Healthcare, Inc. (HRHCare) for the operation of the Brentwood Family Health Center.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the Brentwood Family Health Center as a Federally Qualified Health Center located at 1869 Brentwood Road, Brentwood, New York.

SUMMARY OF SPECIAL PROVISIONS: Section A9-6 of the Suffolk County Code requires that, in the event a proposal or plan to provide services at the County's Health Centers is submitted to the County Executive for the purpose of providing these services through entities other than Suffolk County Government and/or the Suffolk County Department of Health Services, using employees other than employees of the County of Suffolk, then at least two (2) public hearings shall be held by the County Executive and two (2) public hearings shall be held by the County Legislature on the particular proposal or plan.

JUSTIFICATION: This legislation will provide the County with net savings to their operating expenses by transitioning the Brentwood Family Health Center to a Federally Qualified Health Center (FQHC) managed by HRHCare. HRHCare is a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas.

FISCAL IMPLICATIONS: The County will realize net savings of \$25.4 million over a five year period.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

March 23, 2015

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 request Legislative approval of a contract with Hudson River Healthcare, Inc. (HRHCare) for the operation of the Brentwood Family Health Center. This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the Brentwood Family Health Center as a Federally Qualified Health Center located at 1869 Brentwood Road, Brentwood, New York.

I have enclosed a financial impact statement and all other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Diane Weyer at 4-0146. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-HRHCare Brntwd HC.docx."

Sincerely,

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

Enclosures

JLT/lw

C: Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer L. Culp, Assistant to the Commissioner of Health Services
Diane E. Weyer, Principal Financial Analyst



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

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

Department Contact Person
(Name & Phone No.):
Diane E. Weyer
Principal Financial Analyst
854-0146

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New Rev.)

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

This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the Brentwood Family Health Center as a Federally Qualified Health Center located at 1869 Brentwood Road, Brentwood, New York.

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

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 <u> X </u>	Local Law _____	Charter Law _____
Title of Proposed Legislation REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT WITH HUDSON RIVER HEALTHCARE, INC. (HRHCare) FOR THE OPERATION OF THE BRENTWOOD FAMILY HEALTH CENTER		
3. Purpose of Proposed Legislation This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the Brentwood Family Health Center as a Federally Qualified Health Center located at 1869 Brentwood Road, Brentwood, New York.		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <u> X </u> NO _____		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County X	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: The fiscal impact of this agreement is a net savings to Suffolk County of \$25.4 million over five years, while providing increased services at the health center through the Federally Qualified Health Center (FQHC) model of care: mental health services will be expanded, hours of operation will be expanded and dental services will be provided. The annual Community Benefit Grant (CBG) is significantly lower than the cost incurred by the County to provide the current level of services and a portion of the County CBG costs is eligible for Article 6 Public Health State aid. Suffolk County will commit to a five year annual Community Benefit Grant payment to HRHCare, Inc., which averages \$5.3 million a year; or \$26.5 million over the five-year term of the agreement.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. 2015-2020		
8. Proposed Source of Funding There is adequate funding in the 2015 Adopted Operating Budget for the CBG agreement. Annual payments to HRH Inc. will be included in the 2016-2020 Suffolk County Operating Budgets.		
9. Timing of Impact 2015		
10. Typed Name & Title of Preparer Diane E. Weyer Principal Financial Analyst Chic Budget Examiner	11. Signature of Preparer  	Date 3/23/15 3/23/15

SCIN FORM 175b (10/95)

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION

COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1274

Intro. Res. No. -2015
Introduced by Legislator Krupski

Laid on Table 3/24/15

**RESOLUTION NO. -2015, APPOINTING ROBERT
CARPENTER AS A MEMBER OF THE SUFFOLK COUNTY
SOIL AND WATER CONSERVATION DISTRICT**

WHEREAS, the Suffolk County Board of Supervisors established a Soil and Water Conservation District by Resolution No. 245-1964; and

WHEREAS, the resignation of Joseph Gergela as a member of the Soil and Water Conservation District has created a vacancy on the Board; now, therefore be it

1st RESOLVED, that Robert Carpenter, residing in Calverton, NY be and hereby is appointed as a member of the Soil and Water Conservation District for a term to expire on June 30, 2017, said appointment having been made pursuant to the provisions of Section 6 of the NEW YORK SOIL AND WATER CONSERVATION DISTRICTS LAW.

DATED:

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

s:res/2015/appoint Carpenter to Soil & Water

Joseph Gergela
32 Walden Court
East Moriches, NY 11940

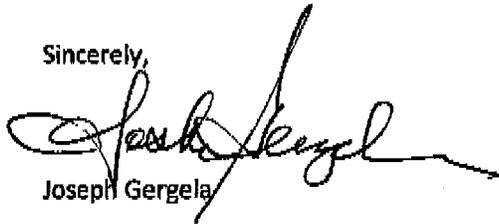
December 31, 2014

George Proios, Chairman
Suffolk County Soil & Water Conservation District
423 Griffing Avenue
Riverhead, NY 11901

Dear George:

This letter is a formal announcement of my retirement from the Soil & Water Conservation District Board of Directors as of December 31, 2014. As you know, I have retired from the Long Island Farm Bureau and am relocating to Florida in January 2015.

Sincerely,



Joseph Gergela

SUFFOLK COUNTY SWCD
423 GRIFFING AVENUE
SUITE 110
RIVERHEAD, NY 11901



FAX (631) 852-3302
www.SuffolkSWCD.org



Paul A. TeNyenhuis, CPESC
District Manager
631) 852-3286



George Proios, Chairman
(516) 607-1586

March 23, 2015

Tim Laube, Clerk of the Legislature
Suffolk County Legislature
W. H. Rogers Legislature Building
725 Veterans Memorial Highway
Smithtown, NY 11787

Dear Mr. Laube:

New York State Law requires local Soil and Water Conservation District (SWCD) Boards to have a member of the Grange or local Farm Bureau as a member of their Board. We do not have a local grange and due to Joseph Gergela's retirement from the Long Island Farm Bureau and subsequent relocation, we request that Rob Carpenter, LIFB's Administrative Director, replace Joseph Gergela on our Board.

Therefore, we strongly urge that Rob Carpenter be appointed to the Suffolk County SWCD to represent the interests of all our farmers here on Long Island. He is extremely knowledgeable on a wide range of agricultural issues here in Suffolk County.

Thank you for your anticipated support.

Sincerely,

A handwritten signature in cursive script, appearing to read "George Proios".

George Proios, Board Chairman
Suffolk County Soil and Water Conservation District
423 Griffing Avenue
Riverhead, NY 11901

cc: Presiding Officer DuWayne Gregory

1279

Intro. Res. No. -2015

Laid on Table

3/24/15

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

RESOLUTION NO. -2015, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ISSUING AN ORDER IN RELATION TO THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 3 – SOUTHWEST (CP 8108)

WHEREAS, pursuant to New York County Law Section 268, the Suffolk County Sewer Agency has prepared and submitted to the Legislature of the County of Suffolk, New York, maps, plans, recommendations and cost estimates pertaining to increases and improvements to facilities at Suffolk County Sewer District No. 3 – Southwest; and

WHEREAS, such maps, plans, recommendations and cost estimates addressed increases and improvements related to replacement of approximately 14,000 feet of outfall pipe beneath the Great South Bay at Suffolk County Sewer District No. 3 – Southwest; and

WHEREAS, these maps, plans, recommendations and cost estimates accompanied Suffolk County Resolution No. 129-2015 and are attached to this Resolution and Order as Exhibit "A"; and

WHEREAS, the total estimated cost for the increases and improvements to Suffolk County Sewer District No. 3 – Southwest is \$207 million and will be financed using funding sources including sewer district serial bonds and Southwest Assessment Reserve Fund 405; and

WHEREAS, pursuant to Suffolk County Resolution No. 129-2015 and New York County Law Section 254, the Clerk of the Legislature did duly cause a Notice of Public Hearing regarding such increases and improvements to Suffolk County Sewer District No. 3 – Southwest to be published at least once in each of the official newspapers of the County and proof thereof has been presented to the County Legislature; and

WHEREAS, pursuant to such Notice of Public Hearing, a public hearing was held by the Legislature of the County of Suffolk in Hauppauge, New York in said County on March 24, 2015 at 6:30 p.m., Prevailing Time; and

WHEREAS, said County Legislature has duly considered the map, plan, recommendations, and estimate of cost for the increases and improvements to Suffolk County Sewer District No. 3 – Southwest, as well as evidence given at the public hearing held on March 24, 2015; now therefore be it

1st RESOLVED, by the Legislature of the County of Suffolk, New York, as follows:

Section 1. Upon evidence presented at the aforesaid public hearing and after due consideration of the maps, plans, reports, recommendations, and estimate of costs filed with the Legislature of the County of Suffolk and attached to this Resolution and Order as Exhibit "A", it is hereby found and determined that the total cost for the increases

and improvements to Suffolk County Sewer District No. 3 – Southwest shall be set at a maximum of \$207 million and shall be financed using funding sources including sewer district serial bonds and Southwest Assessment Reserve Fund 405 and, as such, there will be no fiscal impact caused to the benefited properties in said District as a result of the increases and improvements.

Section 2. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations and estimate of costs, it is hereby found and determined that the increases and improvements to Suffolk County Sewer District No. 3 – Southwest, as set forth in such maps, plans, reports, recommendations and estimate of costs, are necessary, convenient, and desirable.

Section 3. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations and estimate of costs, it is hereby further found and determined that the proposed work involving the increases and improvements to Suffolk County Sewer District No. 3 – Southwest is adequate and appropriate and the cost thereof will not constitute an undue burden on the properties in said District and that no properties in said District will be excluded from the benefit of the increases and improvements.

Section 4. Upon evidence presented at the aforesaid public hearing and after due consideration of the maps, plans, reports, recommendations, and cost estimates filed with the Legislature of the County of Suffolk, it is further found and determined that it is in the public interest to expend a maximum amount of \$207 million on the increases and improvements to Suffolk County Sewer District No. 3 – Southwest as set forth in such maps, plans, reports, recommendations and estimate of costs.

2nd RESOLVED, IT IS HEREBY ORDERED, by the Legislature of the County of Suffolk as follows:

Section 1. The increases and improvements to Suffolk County Sewer District No. 3 – Southwest, as more particularly described in the maps, plans, reports, recommendations, and estimate of costs attached as Exhibit "A", are hereby approved.

Section 2. Upon the effective date of this Resolution and Order, the Suffolk County Department of Public Works and the Administrative Head of Suffolk County Sewer District No. 3 – Southwest are hereby authorized and directed to carry out the increases and improvements to said District as more particularly described in the maps, plans, reports, recommendations and estimate of costs attached as Exhibit "A".

Section 3. The Clerk of this Legislature is hereby authorized and directed to cause a certified copy of this Resolution and Order to be recorded in the Office of the Clerk of the County of Suffolk, New York, within ten days of the effective date of this Resolution and Order in accordance with the provisions of New York County Law Section 259.

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 Title 6 NYCRR Part 617.5 (C)(20) and (27) as the proposal

involves the adoption of regulations, policies, procedures, and local legislative decisions in connection with routine or continuing agency administration and management.

4th **RESOLVED**, that this resolution shall take effect immediately.

DATED:

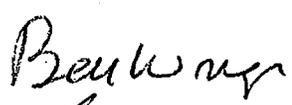
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1279

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>											
2. Title of Proposed Legislation A resolution making certain findings and determinations and issuing an order in relation to the increase and improvement of facilities for the Sewer District No. 3 – Southwest (CP 8108).											
3. Purpose of Proposed Legislation To make certain findings and determinations and issue an order for the improvements to the Bergen Point outfall sewer system by replacing approximately 14,000 feet of outfall pipe beneath the Great South Bay.											
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) <table style="width:100%; border:none;"> <tr> <td style="width:33%;">County</td> <td style="width:33%;">Town</td> <td style="width:33%;">Economic Impact</td> </tr> <tr> <td>Village</td> <td>School District</td> <td>Other (Specify):</td> </tr> <tr> <td>Library District</td> <td>Fire District</td> <td></td> </tr> </table>			County	Town	Economic Impact	Village	School District	Other (Specify):	Library District	Fire District	
County	Town	Economic Impact									
Village	School District	Other (Specify):									
Library District	Fire District										
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact The \$207 million project will be financed with utilizing funding sources including sewer district serial bonds and Southwest Assessment Reserve Fund 405.											
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.											
8. Proposed Source of Funding Sewer district serial bonds and Southwest Assessment Reserve Fund 405											
9. Timing of Impact 2016-2033											
10. Typed Name & Title of Preparer Ben Wright, P.E. Principal Civil Engineer, Sanitation	11. Signature of Preparer  	12. Date 3/9/15									

**FINANCIAL IMPACT
2015 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner 

SUBJECT: **A Resolution Making Certain Findings and Determinations and Issuing an Order in Relation to the Increase and Improvement of Facilities for Sewer District No. 3 – Southwest Outfall (CP 8108)**

DATE: March 9, 2015

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW SD 3-Southwest CP 8108 Improvements 3-9-15 and backup filed as Backup-DPW SD 3-Southwest CP 8108 Improvements 3-9-15 for the findings resolution of the increase and improvement of Sewer District No. 3 – Southwest. The project is to provide funds for the improvements to the Bergen Point outfall sewer system by replacing approximately 14,000 feet beneath the Great South Bay. The pipe is between the wastewater treatment plant and barrier island. The total cost associated with the project is \$207 million being financed with funding sources including sewer district serial bonds and Southwest Assessment Reserve Fund 405. If appropriations can be adopted at the May 12th general meeting, a grant of at least \$12.5 million and a zero interest loan of at least \$37.5 million may be secured.

We appreciate the resolution being laid on the table such that the appropriations can be adopted during the May 12, 2015 general meeting.

GA:BW:ni
Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Lynne Bizzarro, Esq., Chief Deputy County Attorney
Charles Jaquin, Executive Assistant for Finance & Administration
Nick Paglia, Assistant Executive Analyst
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review

ga-bw3-9-15 Backup-DPW sd3-Southwest Outfall Findings CP 8108 memo to JSchneider.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

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 Public Works 335 Yaphank Avenue Yaphank, NY 11980	Department Contact Person (Name & Phone No.): Ben Wright, P.E. Principal Civil Engineer, Sanitation 631-852-4184
--	--

Suggestion Involves:

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

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

A findings determination and issuing an order will lead to providing funds for the improvements to the Bergen Point outfall sewer system to replace approximately 14,000 feet of outfall pipe beneath the Great South Bay.

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

The findings resolution involves the improvements to the SCSD # 3-Southwest CP 8108.

PLEASE FILL IN REVERSE SIDE OF FORM

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

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL – Making Certain Findings and Determinations and Issuing an Order in Relation to the Increase and Improvement of Facilities for Sewer District No. 3 – Southwest (CP 8108).

PURPOSE OR GENERAL IDEA OF BILL – Making certain findings and determinations in relation to a public hearing as a prerequisite to requesting appropriations.

SUMMARY OF SPECIFIC PROVISIONS – Provides the findings of the public hearing on an improvement project and costs for SCSD #3 – Southwest. Meets the requirements of NYS County Law, Article 5-A.

JUSTIFICATION – A findings determination will lead to providing funds for the improvements to the Bergen Point outfall sewer system by replacing approximately 14,000 feet of outfall pipe beneath the Great South Bay.

FISCAL IMPLICATIONS – Project costs include financing with sewer district serial bonds and Southwest Assessment Reserve Fund 405. No implications with this findings resolution.

**2015
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
- 1 Hard copy:
(Deputy County Executive for Intergovernmental Relations)

Form:

- e-Copy with Proper Title
- Proper Sponsorship Line
- Proper Resolution Format
- Numbered Resolve Clauses
- Proofread Resolution
- BW* 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 provided for such position created by said grant.

Exhibit 'A'

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

January 13, 2015
(Amended February 23, 2015)

Honorable DuWayne Gregory, Presiding Officer
Suffolk County Legislature
725 Veterans Memorial Hwy
Smithtown, NY 11787

RE: **Proposed Increase and Improvement to the Facilities of Suffolk County
Sewer District No. 3 – Southwest, Outfall Replacement (CP 8108)**

Presiding Officer Gregory:

In connection with the above captioned matter, I herewith submit to you a report together with the recommendations relative thereto. Pursuant to Article 5-A of New York State County Law, we have requested a resolution calling for a public hearing. The total cost of this request is \$207 million contained in the Adopted Capital Program & Budget. The project will replace over 14,000 feet of outfall beneath the Great South Bay. Replacement of this portion of the pipe is essential to eliminate the potential failure and discharge of treated sewage to the Great South Bay. There is the potential for grant funds that can only be financed after the project is approved and includes a bond resolution. Those grants are related to coastal resiliency and the impact of storms on the system. The project is financed with funding sources including sewer district serial bonds and Southwest Assessment Reserve Fund 405. There will be no fiscal impact due to the project costs being offset by, among other things, anticipated NYS Environmental Facilities Corporation funds, Federal and/or State grant and aid funds as well as the use of funds available in the Southwest Assessment Reserve Fund 405.

If you wish any further information or details, please contact John Donovan, P.E., Chief Engineer, Division of Sanitation, at 852-4204.

Sincerely,

Gilbert Anderson, P.E.
Commissioner
Administrative Head of
Suffolk County Sewer District No. 3

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

GA:BW:ni

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Jon Schneider, Deputy County Executive
Philip Berdolt, Deputy Commissioner, Public Works
Debra Kolyer, Principal Financial Analyst
Jessica Hogan, County Attorney
Robert Braun, County Attorney
Suffolk County Legislators
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation

H:\SANITATION\Sewer-districts\sd03 - Southwest\2015\CP 8108\ga-bw1-13-15 revised 2-23-15 sd3 CP 8108 Outfall Replacement Ltr to SC
Leg DGregory.docx

County of Suffolk
Department of Public Works

Report and Recommendations
for the
Proposed Improvements to Facilities of
SUFFOLK COUNTY SEWER DISTRICT 3 - SOUTHWEST
(CP 8108 - OUTFALL REPLACEMENT)

GILBERT ANDERSON, P.E.
COMMISSIONER

JANUARY 2015

Amended February 2015

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EXHIBITS

- A. CP 8108 Summary
- B. SEQRA/SHPO
- C. Project Cost Estimate
- D. Full Value - District, Mode Value
- E. Summary of Existing Rate

FIGURES

- No. 1 District Boundaries
- No. 2 Outfall Replacement Location
- No. 3 Tunnel Plan
- No. 4 Tunnel Profile
- No. 5 Pipe Connection at Plant and Barrier Island
- No. 6 Project Schedule

**Improvements to Facilities of Suffolk County
Sewer District No. 3 - Southwest (Outfall Replacement)
CP 8108**

Summary

It has been documented that the Sewer District No. 3 outfall beneath the Great South Bay is in a condition that if replacement does not take place, failure could occur with catastrophic impacts. Only through diligent operator attention to maintain pressures in the system below a threshold that could lead to failure has time been allocated to properly develop a replacement project for over 14,000 feet of the pipeline. The project involves tunneling beneath the bay approximately 80 feet below bay bottom with reconnection on the barrier beach. The project is financed with funding sources including sewer district serial bonds and Southwest Assessment Reserve Fund 405. There will be no fiscal impact due to the project costs being offset by, among other things, anticipated NYS Environmental Facilities Corporation funds, Federal and/or State grant and aid funds as well as the use of funds available in the Southwest Assessment Reserve Fund 405.

Introduction

In accordance with Article 5-A of New York State County Law and by Resolution Nos. 494-1965 and 518-1965, the Suffolk County Board of Supervisors formed the Suffolk County Sewer Agency in September 1965. The County Legislature, as the successors to the Board of Supervisors, by Resolution No. 407-1970, authorized the Chairman of the Agency to execute agreements with developers. Thereafter, by Resolution No. 212-1973, the County Legislature again directed the Agency, with the assistance of the Department of Environmental Control acting as its staff, to prepare the necessary maps, plans, specifications, and other relevant material for the formation, extension or improvement of County Sewer Districts.

Therefore, in accordance with those resolutions and pursuant to Article 5A of the County Law, the Agency has caused the Department of Public Works, as the successors to the Department of Environmental Control, to prepare and herewith respectfully submit the necessary information and data relating to the proposed improvements to the Suffolk County Sewer District No. 3 - Southwest.

The district was formed after a successful referendum in November 1969; the sewage treatment plant located at Bergen Point, West Babylon, was activated on October 9, 1981, and the district thus became operational on that date. The Suffolk County Sewer Agency, acting as the staff of the Suffolk County Sewer District No. 3 - Southwest, began awarding contracts for the construction of sewers and the treatment plant at Bergen Point in 1972 and proceeded through 1980. Improvements and rehabilitation have continued as necessary to provide high quality effluent and a reliable sewerage system.

District Population

The district's sewage treatment plant receives an average daily flow of 26.5 million gallons per day (mgd). Using the standard average equivalent of 75 gallons per day per capita, this equates to a population of over 350,000 people. This district is one established prior to December 27, 1977, when the EPA changed the manner of assessing district residents for their services. This district is paid for from ad valorem property tax assessments of the District residents and contractees to the District, as well as an annual user fee. This is discussed in greater detail below.

General Boundary Description

The District boundaries are shown on Figure No. 1. The District boundaries do not show the locations of any connectees to the district, but any additional increases to the District residents would also be assessed to any contractees/connectees. The District is located in the southwest corner of the County of Suffolk. It consists of 57 square miles. It encompasses 28 square miles in the Town of Babylon and 28.3 square miles in the Town of Islip and 295 State-owned acres within the Town of Huntington.

In general, the district encompasses the southern half of both the Towns of Babylon and Islip, from the Southern State Parkway south and the Nassau-Suffolk border on the west and the Heckscher Spur on the east. Several areas north of the Southern State Parkway were constructed to sewer the NYS Agricultural College and the Central Islip Psychiatric Center. Since the time of the original construction, contractees to the District have constructed sewer extensions to service a wide array of locations outside of the district boundaries. In addition to the in-

district connections, there have been 71 additional connection contracts negotiated, which provide approximately 2.5 million gallons per day flow for those parcels connected. This gallonage and equivalent population is included in the above-mentioned district population and these contractees pay the District at the same rate as the in-district connections with an additional 5% charge for administrative fees. Future service area connections are proposed to the north and east.

For the most part, the District is single-family residential in character. The commercial areas are limited and are primarily scattered along the main east-west thoroughfares, Montauk and Sunrise Highways. The industrial developments in the District are mostly located in the northwest portion of Babylon and in scattered smaller industrial parks along the south shore branch of the Long Island Railroad. There are approximately 80,000 potential connectees in the district, of which nearly 75,000 are connected.

In addition to the sewers and the Bergen Point facility, the District owns and operates the Awixa Creek pumping station and 10 smaller stations constructed to service the southern portions of the District. Three additional pumping stations, built by other developers, have been dedicated to the District, one at the former Pilgrim State Psychiatric Center, one at the Walt Whitman Mall (SD 17) and another at the Park Row pumping station.

Sanitary Sewer System and Wastewater Treatment Facilities

The 57 square mile service area is served by a sewer system ranging from 8" diameter to 102" diameter. Fourteen remote pumping stations lift or convey sewage where necessary. The system includes approximately 15,000 manholes as well as a minimal number of sampling chambers and special structures. The sewer system, exclusive of building or house connections, includes approximately 950 miles. Currently, there is an infiltration/inflow reduction project to reduce extraneous flows from entering the system (CP 8181).

The Bergen Point Treatment Plan is capable of treating 30.5 mgd through a conventional activated sludge system. A ten million gallon per day expansion is under construction (CP 8183). The general process flow train includes screening, pumping, grit removal, (construction improvements underway, CP 8170) primary sedimentation,

aeration, secondary sedimentation, disinfection, and ocean disposal (refer to Outfall Facilities below). Residuals and sludge include grit, primary sludge, waste activated sludge, and chemical sludge from the scavenger receiving treatment processes. Blended sludge is dewatered and hauled by a truck to approved sites. A sludge management plan contract is in the process of being executed for beneficial use of sludge by a cost effective solution to disposing of this material. Auxiliary systems exist for each of the major processes.

Outfall Facilities

Two distinct projects involved the disposal of treated effluent to the Atlantic Ocean. Each project is a stand-alone project but linked due to the conveyance of treated sewage to its final disposal point. The Final Effluent Pump Station has been bid and will be under construction during early 2015. That project conveys the treated effluent through the ocean outfall pipeline approximately 32,000 feet in length. The existing outfall contains different pipe material with the bay portion being pre-stressed concrete cylinder pipe and the ocean portion being concrete weight coated steel pipe. The pre-stressed concrete cylinder pipe constructed during the late 1970's has experienced pipe failure around the world and an evaluation of the Bergen Point system has determined that it is of the poorer quality that is subject to failure. Figure 2 indicates the outfall alignment from Bergen Point to the barrier island, the general location where the replacement pipe will be located.

Technical Considerations and Project Status

Exhibit 'A' contains the executive summary of a report prepared for the purpose of replacing the outfall pipe beneath the bay. There are alternatives that were evaluated and based on the minimal environmental disturbance, the alternative of tunneling beneath the bay was selected. That tunnel will be approximately 80 feet beneath the bay in order to meet requirements for passing beneath boat channels and facilitating the operational construction methods necessary to provide the tunnel structure. Figures 3-5 indicates the plan and profile of the tunnel and the connection area on the plant and barrier island.

As of December 2014, the 60% level of design has been completed and a risk analysis performed. It is anticipated that during the fall of 2015 the bidding process will take

place and that the construction would be completed during the early part of 2019.

Exhibit 'B' includes the SEQRA and SHPO approvals. Those approvals list the items concluding there is no impact on the environment or cultural resources due to proceeding with the project.

Legal Considerations

No legal considerations mandate the project, however, the facility is related to two NYSDEC issues.

A consent order (DEC No. R1-2011 0315-31) was effective on September 28, 2011. The order was in response to alleged violations of sanitary sewer overflows and settleable solids. A penalty of \$47,000 was assessed and paid.

Continual compliance with the NYSDEC permit is mandated thus requiring improvements proposed in the project.

Project Schedule

The project has a schedule impacted by financing, engineering assistance, regulatory approvals, and potential grants/loans. A schedule is attached (Figure 6) indicating that the various elements of the outfall replacement would be available for the construction phase during 2016 and extend into 2019.

Improvement Costs

The costs for the CP 8108 are estimated to be \$207 million, as illustrated in Exhibit 'C'. The estimates are based on detailed engineering and the project to the midpoint of construction. Contingencies are included as well as the inflationary trends that have been experienced recently.

Plan Implementation and Funding

No grants have been awarded although various applications for potential sources of funds have been made. Discussions continue with respect to an earmark of federal funds or use of low interest loans. NYS Environmental Facilities Corporation has a Storm Mitigation Loan Program (SMLP). Although the project is above the funding line,

with an application due by 6/1/15, the application requiring a bond resolution. The likelihood of having sufficient available funds for the entire project is low. The SMLP has a 25% grant and zero interest loan for the remaining 75%. The values, therefore, have an anticipated \$12.5 million grant and \$37.5 million zero interest loan. Another source of grant funds is within the Community Development Block Grants which remains under discussion. An application has also been submitted to the federal government (Hazardous Mitigation Grant Program) with no indication of an award. Any anticipated grant and/or aid or low interest funds will offset the project costs.

Proposed Financial Plan and Cost to Homeowner

The district was formed under Section 271 of the County Law of the State of New York. There are no zones of assessment in the district. All properties in the district with the exception of the "tax exempt" properties have to pay the ad valorem taxes and a user charge which are presently \$1.91 per \$1,000 of full value and \$148 per single family equivalent, respectively. The user charge is levied only after the individual property is connected to the district's system. A benefit charge of \$35.74 is also levied on each parcel. The tax base includes the district contractees (outside the district boundaries) who pay their sewer charges in accordance with agreements with the district. Exhibit 'D' includes information on the typical property (mode) and the levy of assessments and charges for 2015. Exhibit 'E' Summary of Existing Rates, which is approximately \$723.12 per typical property in 2015.

The total cost for the increases and improvements to Suffolk County Sewer District No. 3 - Southwest will be financed with funding sources including sewer district serial bonds and Southwest Assessment Reserve Fund 405. It is proposed that the project will be implemented during 2016 and that \$207 million in sewer district serial bonds will be appropriated during 2015. There will be no fiscal impact to the benefited properties in the District inasmuch as the costs for the increases and improvements will be offset by, among other things, anticipated receipt of Environmental Facilities Corporation funds, Federal and/or State grant and aid funds, as well as the use of funds available in Southwest Assessment Reserve Fund 405.

In addition to the capital expenses, these new improvements will not increase the operation and maintenance cost. The conclusion is based on the evaluation

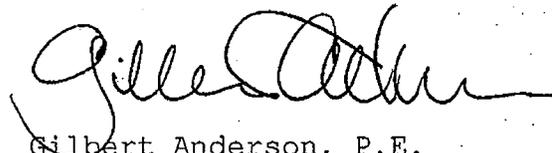
of the project as compared to the current operation and maintenance.

In the event grant or zero/low interest loans are received, the local impact will be reduced and adjustments made.

Recommendations, Comments and Findings

As indicated above, the district's tax levies will not be affected by this project. The improvements are necessary to insure the facility continues to operate in accordance with regulations and that emergency conditions and potential environmental disasters are eliminated and coastal resiliency is preserved. It is, therefore, imperative that the proposal be implemented as soon as possible; and there, I respectfully request and recommend that authorization be given to proceed immediately.

Respectfully submitted,



Gilbert Anderson, P.E.
Commissioner and
Administrative Head of
Sewer Districts

EXHIBIT A

CP 8108 Summary

Outfall Replacement Beneath the Great South Bay (CP 8108)

Attached is the executive summary of the engineering design report provided for the rehabilitation and replacement of the ocean outfall system. The executive summary provides the detail on the various alternatives that were explored with the conclusion that tunneling beneath the Bay would minimize environmental impacts and provide the reliable system for replacement.

The environmental issues and permits are extensive. Project planning actively coordinated with New York State Department of Environmental Conservation, New York State Office of Parks, Recreation and Historic Preservation, and the Town of Babylon. Additionally, the State Environmental Quality Review was completed with Suffolk County as the lead agency which included the long form Environmental Assessment Form which was distributed and presented to that agency. The issues identified during the Suffolk County Counsel on Environmental Quality Review which were addressed by the project included:

- Disposal options for excavated tunnel material
- Storm surge potential and impact prevention
- Environmental characteristics of staging and shaft areas
- Tunnel integrity issues
- Methods of dealing with sea level rise
- Fate of existing outfall pipe and contingency if tunnel is shutdown
- Permits which will require application approval involve the U.S. Army Corp of Engineers, U.S. Coast Guard, National Marine Fisheries Service, U.S. Fish and Wildlife, NYSDEC, New York State Department of State, New York State Parks, New York State DOT, Town of Babylon, and Suffolk County DPW Health Services.

It is noted that cost estimates have been refined since the final report of January 2014.

2014 Executive Summary¹

Background and Project Need

The Suffolk County Department of Public Works (SCDPW) owns and operates Sewer District No. 3, Southwest - Bergen Point Wastewater Treatment Plant (WWTP) located in Babylon, NY. The WWTP operates under a New York State Pollution Discharge Elimination System (SPDES) permit and has a current permitted treatment capacity of 30.5 million gallons per day (MGD). Treated effluent from the WWTP is discharged to the Atlantic Ocean through a 72-inch diameter outfall. Acoustical monitoring has indicated that the portion of the existing outfall that extends from the WWTP southward beneath Great South Bay to the barrier island is in a failing condition; SCDPW is working to replace this portion of the outfall before failure occurs.

Treated effluent from the Bergen Point WWTP is discharged through a 32,000 foot long outfall constructed in 1977. The outfall consists of 72- inch diameter pre-stressed concrete cylinder pipe (PCCP) and concrete lined steel pipe. The 15,300 foot long PCCP section of the outfall starts at the WWTP effluent pump station and extends beneath the floor of the Great South Bay to the barrier island, (14,200 feet of pipe manufactured by Price Brothers) and then out beyond the surf zone into the ocean (1,100 feet of pipe manufactured by Interpace). The concrete lined steel pipe portion of the outfall extends out into the Atlantic Ocean for an additional 17,200 feet, including the 3,500-foot long diffuser that varies in diameter from 72 to 36 inches.

SCDPW became aware of PCCP pipe failures occurring throughout the world. These pipe failures were related to the breaking of the prestressed wires in the pipe. It has been documented that PCCP with Class IV wire manufactured from 1972 to 1980 has a higher rate of failure than other PCCP installed around the country. The failures are attributed to the use of the very high tensile strength, low ductility Class IV wire, poor quality control during fabrication, pipe coating damage, and/or the effects of corrosive environments. The Bergen Point WWTP outfall has both Class III and Class IV wire.

In 2003, SCDPW implemented a three month monitoring program to assess the condition of the PCCP portion of the WWTP outfall using an inline hydrophone system that recorded and located wire breaks in the PCCP as they occurred. The monitoring program documented the wire breaks that occurred during the testing period. The monitoring results revealed a significant number of breaks within the

¹ The Executive Summary for the May 2011 Sewer District 3 – Southwest Bergen Point Wastewater Treatment Plant Outfall Replacement Project Engineering Design Report was updated in January 2014 to incorporate new information, including the results of the review conducted by an independent team of engineering experts convened by SCDPW, the results of Suffolk County's Council on Environmental Quality environmental review, and the impetus to replace the failing outfall as expeditiously as possible, based on climate change and Superstorm Sandy. In addition, as a result of the need observed during Superstorm Sandy, the capacity of the Final Effluent Pump Station has been increased from 110 to 120 MGD, to be consistent with the capacity of the influent pump station. These updates have no effect on the recommended tunnel alternative, nor on the SEQRA determination.

section of the pipe manufactured by Price Brothers. In fact, Pure Technologies, who performed the monitoring program, reported that the outfall was one of the three worst pipelines for wire breaks that they had ever monitored. It was unknown at the time what stage of deterioration the pipeline was in regarding its overall condition assessment.

The SCDPW subsequently implemented a phased program including a structural integrity analysis, a wire and mortar condition assessment and testing of the cathodic protection system to further evaluate the outfall condition.

Outside specialty contractors were retained to conduct these testing programs that evaluated the condition of the prestressed wires, the steel cylinder, the mortar, the concrete core of the external coating of the pipe, and the cathodic protection system designed to protect the steel cylinder. The evaluations concluded that the pipe condition was compromised, and that the pressure rating of the outfall had been significantly reduced. Because of the unknown condition of the exterior concrete pipe coating and steel cylinder, and the actual number of broken wires, the existing pressure rating of the pipe was assumed to be that of the steel cylinder. To perform the required testing to assess the true condition of the pipeline required dewatering of the pipeline. However, this would require the outfall to be taken out of service and there was no means to bypass the outfall. In addition, depending upon the pipe's condition, it was determined that the pipe could potentially collapse as a result of an external water pressure of 11 feet, which exists along the length of the outfall beneath the Bay; therefore if the outfall was in a failed condition and was dewatered it could collapse, leaving no means of discharging the treated wastewater effluent. Therefore further outfall testing was not pursued. Instead, it was recommended that SCDPW minimize the operating pressure of the outfall pipe to the extent possible, to reduce the potential for pipe failure.

Due to the ramifications of the study conclusions, SCDPW retained additional independent experts to review the results of the pipe testing programs. All experts agreed that the breaks in the prestressed wire have led or will lead to cracking of the exterior concrete, which will allow water to reach the steel cylinder and cause it to corrode, eventually leading to the potential failure of the PCCP pipe. It is unknown exactly where the outfall is in the failure process, but all specialists concurred that based on the number of wire breaks, the outfall is in a deteriorated state and is subject to imminent failure. The specialists unanimously recommended that the County should minimize the outfall's operating pressures to the extent possible and should plan to replace the 14,200 foot PCCP portion of the outfall beneath Great South Bay.

Wastewater from the plant currently discharges by gravity when flows and tidal conditions allow; internal operating pressures during gravity flow conditions are approximately 4 to 5 pounds per square inch (psi). When pumping to discharge, the outfall currently experiences pressures between 23 and 27 psi. However, during storm conditions, when the plant must discharge 90 MGD or more, pressures can

exceed 30 psi. During Superstorm Sandy, plant flows were estimated to exceed 110 MGD; pumping must be maintained under these conditions to avoid submerging the plant processes and equipment and the sewer system back-ups experienced in neighboring Nassau County.

On-going plant upgrades along with the increase frequency of extreme weather events are reducing the County's ability to maintain low pressures in the outfall, prompting the need to replace the failing section of the outfall expeditiously before it is pushed to failure. The predicted rise in sea level elevation will also have an increasing impact in future years. In accordance with regulatory requirements to reduce effluent total residual chlorine (TRC) levels, Suffolk County is replacing the plant's chlorination system with a UV disinfection system that is scheduled to begin operating in March, 2014. The additional head loss through the UV-disinfection system will increase effluent pumping requirements as well as the operating pressure within the outfall. In addition, the plant is currently being upgraded and expanded to increase the design flow to 40.5 MGD to accommodate the increased need for wastewater treatment. The increased flow will again increase both the duration of effluent pumping (as compared to gravity discharge) and operating pressures. Climatologists and scientists have been predicting that the northeastern part of the United States, including Suffolk County, is likely to experience more frequent extreme events of precipitation^{2,3,4}. In addition to the precipitation, Superstorm Sandy caused storm surges that further exacerbated the need to convey wet weather flow to discharge against higher head conditions. As a result, the Bergen Point Wastewater Treatment Plant will need to be able to convey up to 120 MGD of effluent to discharge safely to protect the plant and upstream areas from flooding on a more frequent basis.

Outfall Replacement Alternatives

Suffolk County identified and evaluated six alternatives to replace the deteriorated PCCP portion of the Bergen Point WWTP outfall beneath Great South Bay. The County also implemented a geotechnical exploration program to collect the subsurface information necessary to develop and evaluate preliminary engineering designs of the tunneling alternatives. Sufficient existing data was available to develop preliminary designs for the alternatives that did not include a new tunnel.

All alternatives include renovation of the existing final effluent pump station.

The implementation of each alternative was developed sufficiently to identify:

² Responding to Climate Change in New York State, Synthesis Report. New York State Energy Research and Development Authority in collaboration with Columbia University, CUNY and Cornell University, 2011.

³ Managing the Risks of Extreme Events and Disasters to Advance Climate Change Adaptation. Special Report of the Intergovernmental Panel on Climate Change. 2012.

⁴ Climate Risk Information 2013. New York City Panel on Climate Change. June 2013.

- Construction methods,
- Construction-related and operational impacts,
- Permitting requirements,
- Preliminary implementation schedules and
- Capital and operating cost estimates.

Each of the six alternatives is briefly described below.

Alternative 1 - Replace Outfall with Carrier Pipes Installed within a Tunnel

Alternative 1 would replace the section of the existing outfall extending from the Bergen Point WWTP south beneath Great South Bay to the barrier island by tunneling. On the barrier island, the new outfall section beneath the Bay would be connected to the existing ocean outfall to convey treated effluent to discharge. Most of the construction associated with this alternative would take place underground to avoid impacts to Great South Bay and to the environment. Above ground construction includes an access or working shaft at the Bergen Point WWTP site, and an exit or receiving shaft on the barrier island within the existing easement north of Ocean Parkway.

Several potential tunnel sizes and slopes were considered as this tunnel alternative was developed. Figure ES-1 depicts the twelve foot diameter option sloped to the north towards the WWTP, in both plan view and section. The overall length of the tunnel would be approximately 14,200 feet. Based on the geotechnical boring program implemented during the winter of 2009, a Tunnel Boring Machine (TBM) was identified as the most feasible approach to construct the tunnel.

Tunnel implementation would begin with construction of an approximately 35-foot diameter access or working shaft at the Bergen Point WWTP site. Several alternative methods of constructing the shaft were considered; ground freezing was recommended to reduce impacts to the surrounding area. The TBM would be lowered into the approximately 70 foot deep shaft, and it would then advance southward along the alignment shown on Figure ES-1 towards the barrier island. A concrete liner system would be installed as the TBM was advanced. An exit or receiving shaft would be constructed within the existing easement north of Ocean Parkway on the barrier island, where the TBM would be retrieved from the tunnel. It is estimated that approximately three acres at the Bergen Point WWTP site would be disturbed for construction equipment and materials storage, shaft construction and spoils storage. Up to three acres would also be disturbed within the existing easement on the barrier island for receiving/exit shaft construction, equipment storage and connection to the

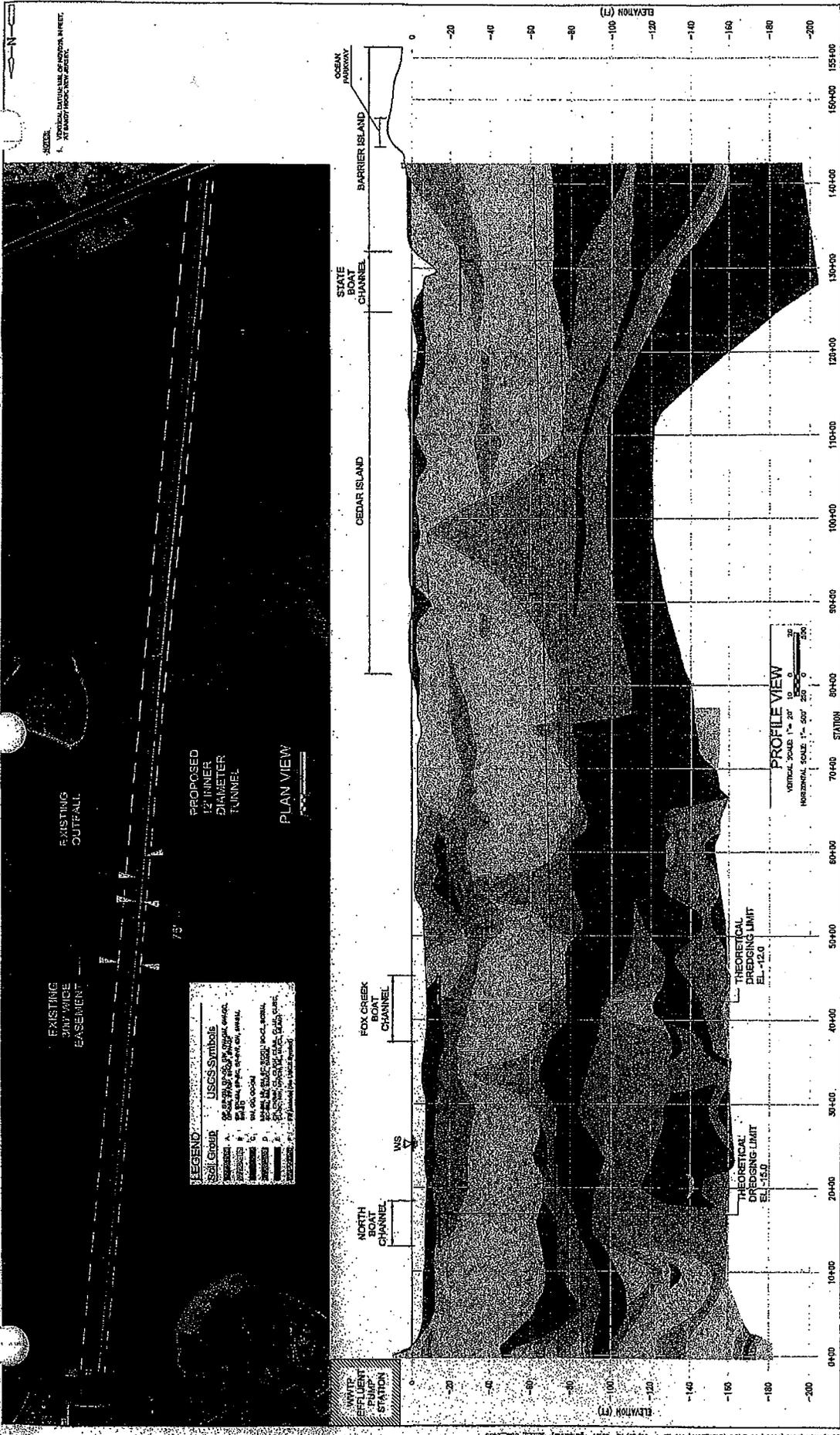


Figure ES-1
Horizontal and Vertical Alignment of Proposed 12' Tunnel-Draining North
Alternative 1

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existing outfall. After the tunnel is constructed, two 54-inch diameter steel carrier pipes would be installed within the tunnel. Five hundred and eighty 25-foot long pipe sections would be lowered into the tunnel. The pipes would be joined with lap joints, welded from the inside of the pipes, and the pipes would be grouted in place.

The new section of the outfall would be joined to the existing ocean portion of the outfall within the existing easement north of Ocean Parkway on the barrier island. Treated effluent would then continue to discharge through the outfall to the Atlantic Ocean as has been the case for over 30 years.

When the construction is complete, the disturbed area at the Bergen Point WWTP would be restored and the disturbed area on the barrier island would be revegetated and restored.

Including pump station renovation, it is estimated that implementation of Alternative 1 will take approximately eight years, at a cost of over \$270,000,000.

Alternative 2 - Replace Outfall with Tunnel

Alternative 2 would also replace the existing section of the outfall extending from the Bergen Point WWTP south beneath Great South Bay to the barrier island by tunneling. On the barrier island, the new outfall section beneath the Bay would be connected to the existing ocean outfall to convey treated effluent to discharge. Like Alternative 1, most of the construction associated with this alternative would take place underground to avoid impacts to Great South Bay and to the environment. Above ground construction includes an access or working shaft at the Bergen Point WWTP site, and an exit or receiving shaft on the barrier island within the existing easement north of Ocean Parkway. The primary difference between Alternative 1 and Alternative 2 is that no carrier pipes would be installed within the tunnel; the lined tunnel itself would become the replacement outfall.

Because installation of carrier pipes is not included, the tunnel size may be reduced to a ten foot diameter, the minimum size considered to be practicable for a TBM. Figure ES-2 depicts a ten foot diameter tunnel in both plan view and section, sloped to drain to the north towards the WWTP. The overall length of the tunnel would be approximately 14,200 feet. Based on the geotechnical boring program implemented during the winter of 2009, a TBM was identified as the most feasible approach to replace the existing outfall.

Tunnel implementation would begin with construction of an approximately 30 foot diameter access or working shaft at the Bergen Point WWTP site. Several alternative methods of constructing the shaft were considered; ground freezing was recommended to reduce impacts to the surrounding area. The TBM would be lowered into the approximately 70 foot deep shaft, and then advanced southward along the alignment shown on Figure ES-2 towards the barrier island. An exit or receiving

shaft would be constructed within the existing easement north of Ocean Parkway where the TBM would be retrieved from the tunnel. It is estimated that approximately three acres at the Bergen Point WWTP site would be disturbed for construction equipment and materials storage, shaft construction and spoils storage. Up to three acres would also be disturbed at the receiving/exit shaft within the existing easement on the barrier island for receiving shaft construction, equipment storage and connection to the existing outfall.

The new section of the outfall would be joined to the existing ocean portion of the outfall within the existing easement north of Ocean Parkway on the barrier island. Treated effluent would then continue to discharge through the outfall to the Atlantic Ocean as has been the case for over 30 years.

When the construction is complete, the disturbed area at the Bergen Point WWTP will be restored and the disturbed area on the barrier island will be revegetated and restored.

Implementation of Alternative 2 will take approximately seven years, at an estimated capital cost of approximately \$234,500,000.

Alternative 3 - Construct Replacement Outfall by Open Cut

The third alternative would replace the existing deteriorated section of the outfall crossing Great South Bay by excavating an approximately 16 foot deep trench approximately 75 feet to the west of the existing outfall, within the existing easement, as shown on Figure ES-3. For redundancy, two 54-inch diameter ductile iron pipes would be positioned within the trench, and mechanically joined underwater.

Either mechanical dredging or hydraulic dredging could be used to excavate the trench for the replacement outfall pipes. Because hydraulic dredging would cause the least disturbance to the work area and because it can remove the sands and silts that exist within this alignment twice as fast as a mechanical dredge, it is the recommended method of excavation for construction in the open water part of the crossing. The fluidized materials removed by the hydraulic dredge would be pumped to hopper barges while the pipes were being installed. Due to the shallow nature of the Bay in the area, the barges could only be partially filled to avoid disturbing the bottom. Silt curtains would be required for sediment control.

The section of the outfall passing between Cedar Island, the State Boat Channel and the barrier island would be constructed using a mechanical excavator mounted on a jack-up barge or a low draft barge; steel sheeting would be installed to isolate the work area. Construction of the replacement outfall by open cut requires significant work within Great South Bay, and a much greater potential for environmental impact than the other tunnel alternatives.

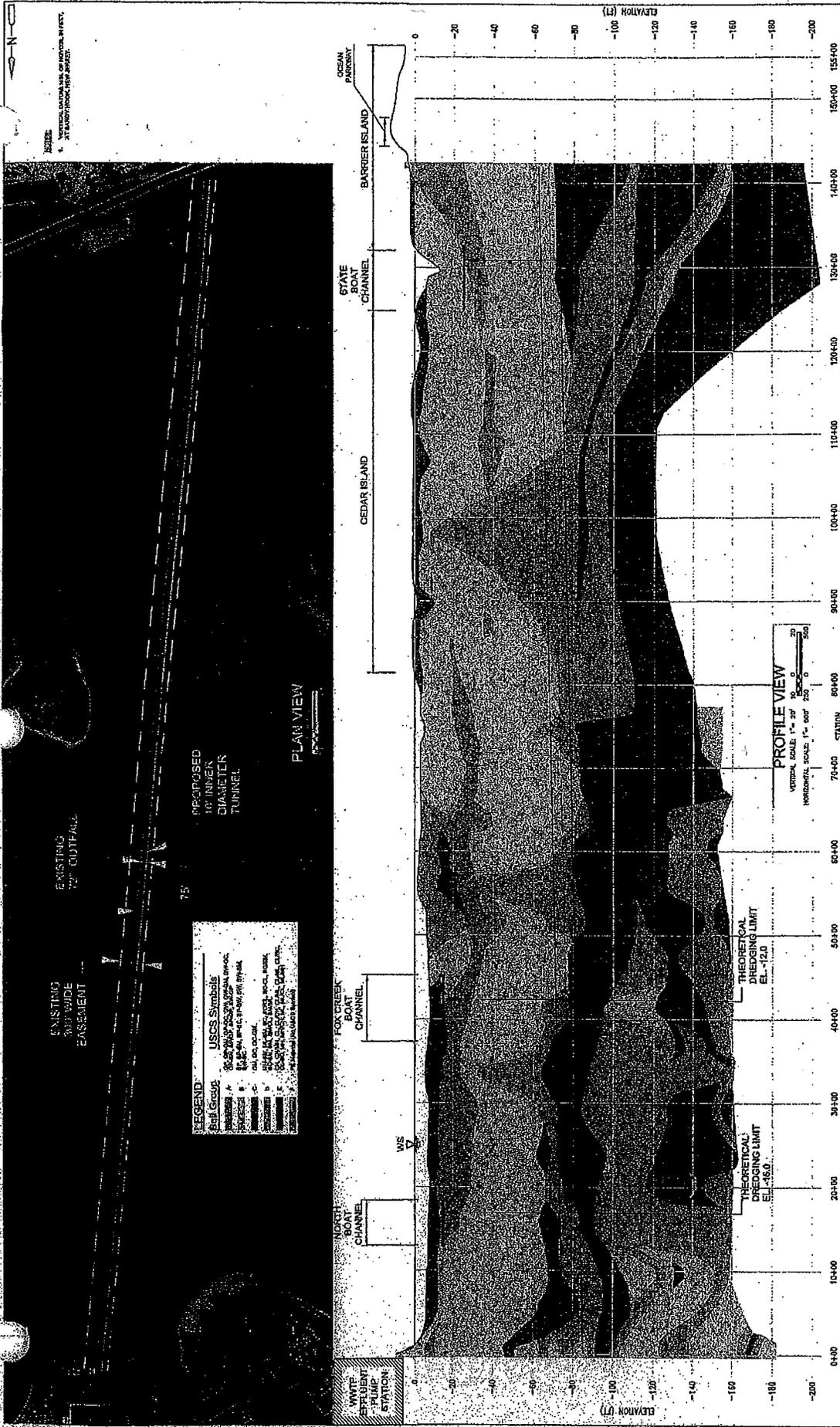


Figure ES-2
 Horizontal and Vertical Alignment of 10' Tunnel
 Alternative 2
 Suffolk County Department of Public Works
 Bergen Point WWTP Outfall Replacement Project - Engineering Report

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New York State Department of Environmental Conservation (NYSDEC) identified some of the environmental issues that would have to be addressed if the County chose to pursue a tunnel option that involved open cut construction. These concerns included shellfish, finfish, commercial and recreational fishing, endangered species and submerged aquatic vegetation (SAV) impacts. In addition, NYSDEC assisted in the development of projected project schedules for the tunnel alternatives by identifying the permitted calendar windows for construction - e.g., the maximum window during which work could be allowed within the Bay would extend from September 30th through January 15th to protect the spawning and early life stages of shellfish and of important finfish species such as the winter flounder. Therefore, construction could only occur approximately 15 weeks each year. NYSDEC also noted that the potential for winter closures to accommodate over-wintering waterfowl would also exist and have to be evaluated; this could potentially reduce the work window even further. The permitted construction windows have significant schedule impacts upon the alternatives involving work in Great South Bay- because the work could not be completed in the several months allowed, multiple mobilizations and demobilizations would be required. In addition, construction would occur during the colder months when the weather conditions are generally harsher, rather than the warm weather months. Both of these considerations significantly extend the project schedule and increase project costs.

Preliminary discussions indicated that NYSDEC would require sheeting of the entire tunnel length to reduce impacts of turbidity on the Bay environment. NYSDEC also outlined the baseline monitoring program that would be required prior to consideration of an open cut alternative.

The new section of the outfall would be joined to the existing ocean portion of the outfall within the existing easement north of Ocean Parkway on the barrier island. Treated effluent would then continue to discharge through the outfall to the Atlantic Ocean as it has done for over 30 years.

Due to the extended construction schedule dictated by the limited construction windows and the multiple mobilizations, as well as the baseline monitoring program that would be required to provide the information needed to guide the selection of construction techniques and establish construction constraints and mitigation requirements, it is estimated that project completion would take fifteen years.

The cost to construct the tunnel via open cut is estimated to be approximately \$315M.

Alternative 4 - Construct New Outfall Discharging to Great South Bay

Alternative 4, construction of a new outfall discharging directly to Great South Bay, was not developed to the same level of detail as the previous alternatives, because it was quickly determined that it was not implementable from a regulatory perspective. Alternative 4 is shown schematically by Figure ES-4.

NYSDEC provided a preliminary overview of several years of baseline sampling that would be required prior to consideration of this alternative. The existing Bergen Point WWTP outfall discharges to the Atlantic Ocean, which provides significant dilution of the constituents that are found in effluent from a wastewater treatment facility. In contrast, Great South Bay is a much smaller and shallower water body that would not be expected to assimilate the effluent without unacceptable water quality impacts. Consequently it is anticipated that the existing WWTP would have to be upgraded to provide a higher level of treatment. For example, it is assumed that nitrogen may need to be reduced to a practical technological limit of about 4 mg/L or less. Based on the information provided in the Bergen Point WWTP Expansion Report (CDM-D&B JV, June 2009), seven additional aeration tanks and two additional final clarifiers would need to be added if the nitrogen discharge limit was reduced to 10 mg/L. Further addition of either denitrification filters or membranes would be required to achieve the lower limit anticipated. It would be a challenge to fit all of the additional tankage and processes onto the existing Bergen Point WWTP site.

Along the existing easement following the alignment of the existing outfall, the Bay is very shallow, primarily between one and five feet deep. Several approaches to discharge the treated effluent to the Bay were explored. One option would site a network of diffusers along the Bay bottom to the east of the easement where the water is somewhat deeper; another would carry the treated effluent to the State Boat Channel where additional dilution would be provided. Based on the preliminary dimensions of the diffusers required to discharge the treated effluent, approximately 30 acres of Bay bottom would be disturbed during construction.

In addition to the short term construction-related impacts associated with implementation of this alternative, the potential long-term impacts associated with implementation are significant. They include addition of a significant fresh water flow to the Bay (which would alter local salinity and the distribution of benthic organisms and finfish, and could significantly affect the local ecosystem), closure of shellfish beds and closure of parts of the Bay to recreational users. The U.S. Environmental Protection Agency's designation of the Great South Bay as a no-discharge zone in November 2009, precludes issuance of the permits necessary to construct and operate this alternative. In the event that the alternative could be approved, it is estimated that it would take up to seventeen years to implement, at a capital cost of \$597M.

Alternative 5 - Line Existing Outfall Pipe (with Temporary Outfall Discharging to Great South Bay)

Alternative 5 would slip line the existing outfall pipe crossing beneath the bottom of Great South Bay. The slip-lining would be implemented by assembling new pipe segments on land or on barges, and then either pushing or pulling the assembled liner pipe through the existing outfall pipe. The ends of the liner pipe would be joined with the existing pipeline using adapters, tested, and put into service. During installation of the slip liner, the existing outfall could not be utilized so treated

effluent from the Bergen Point WWTP would need to be redirected for over two years while the slip-lining was being performed. Three slip liner materials (centrifugally cast fiberglass pipe, ductile iron pipe and steel) and four options for bypass of the outfall (on-site storage, removal from the site via tanker truck, temporary outfall discharging to the Atlantic Ocean and temporary outfall discharging to Great South Bay) were considered.

Because of the vertical offsets needed to cross the existing boat channels in Great South Bay, sections of the slip liner and associated fittings would need to be cut and fabricated in the field at the WWTP. A steel liner was selected as the material for the liner pipe.

Several challenges associated with implementation of the slip-lining alternative were identified. The existing outfall pipe would need to be removed from service, dewatered and cleaned prior to installing the 68-inch diameter liner pipe. Based on the information available, it is not known whether the external water pressure would cause the existing outfall to collapse when it was dewatered. If the existing outfall were to collapse, it would have to be replaced by one of the other five alternatives and treated effluent would have to be discharged elsewhere for an extended design and construction period. Due to the limits in pulling or pushing a liner pipe, at least 15 sheeted access points would be required to access the outfall. This would require disturbance of the bottom of the Great South Bay.

Four options to dispose of the treated effluent from the Bergen Point WWTP while the outfall pipe is being lined were considered. The first, on-site storage until the outfall was returned to service, was deemed to be infeasible. At an average daily flow rate of 30.5 MGD, over 25 billion gallons of treated effluent would need to be stored on-site. Assuming that fifteen foot deep storage tanks were used, over 5,100 acres would be required for effluent storage. It is anticipated that significantly more storage could be required; during storm events up to 120 MGD of wastewater is treated at the WWTP. Removal of the treated effluent from the site via tanker truck was also considered. Again assuming an average daily flow of 30.5 MGD, 6,100 5,000-gallon tanker trucks would be required to remove treated effluent from the WWTP each day. This second option was also deemed to be impractical.

The possibility of floating a temporary outfall across the Bay, or laying it along the Bay bottom to discharge to a shaft on the barrier island where it would connect to the existing ocean portion of the outfall was also evaluated. It was assumed that this temporary outfall would be 72-inches, the same size as the existing outfall. However, based upon the recent bathymetric survey of the outfall easement, the Bay is approximately five feet deep - or shallower - along most of the alignment. The temporary outfall would protrude from the water, would be a hazard to boaters, and would impact the Bay circulation, as shown by Figure ES-5. In addition, NYSDEC has indicated that disturbing the Bay bottom from January 15th to September 30th would not be permitted, due to the area's importance for winter flounder. Therefore,



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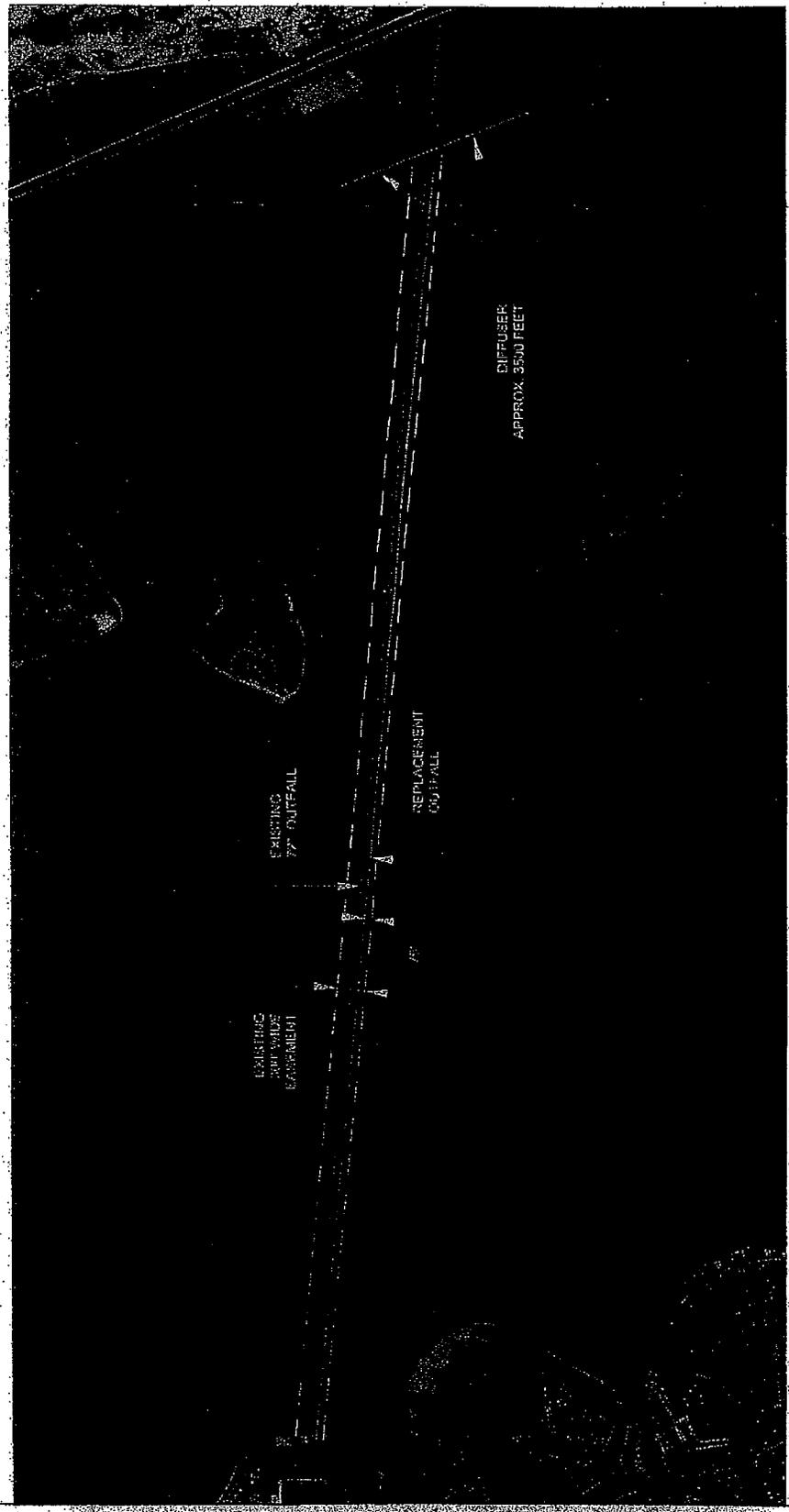


Figure ES-4
 Replacement Outfall Discharging to Great South Bay
 Alternative 4
 Suffolk County Department of Public Works
 Bergen Point WWTP Outfall Replacement Project - Engineering Report

this third option was also considered to be infeasible. The last option identified for consideration was a temporary outfall to Great South Bay, as schematically depicted by Figure ES-6. Treated effluent would flow upwards from manholes sited in the Bay (to prevent scouring/erosion of the Bay bottom in the vicinity of the discharge, and to reduce the discharge velocity and aid in dispersion). The manholes would be located outside of the boat channels and would be marked with buoys. As described for Alternative 4, it is anticipated that if NYSDEC were to permit this temporary discharge to the Bay, more stringent discharge limits would be imposed, which would necessitate implementation of additional treatment processes for nitrogen removal, etc. at the WWTP.

Given the uncertainty concerning the condition of the existing outfall and the ability to safely dewater it for cleaning and lining, as well as the difficulties associated with temporarily disposing of the treated wastewater, Alternative 5 would be challenging, if not impossible, to implement.

If Alternative 5 could be constructed, it is estimated that it would take up to 17 years to complete the project. The capital cost for lining the existing outfall with a temporary discharge to Great South Bay is estimated to be approximately \$454M.

Alternative 6 - Replace Existing Outfall with Upland Recharge

Alternative 6 would replace the existing ocean outfall in its entirety with a new upland effluent force main. Treated effluent would be pumped to discharge via a network of recharge basins and/or injection wells located throughout the Southwest Sewer District, to the north of the Bergen Point WWTP.

Alternative 6, shown schematically by Figure ES-7 would require:

- Upgrade of the Bergen Point WWTP to provide the higher level of treatment required to achieve groundwater (drinking water) standards,
- Booster pump stations (in addition to the upgraded effluent pump station) to convey the treated wastewater to the distribution network,
- A piping/distribution network to convey the treated effluent to the recharge/injection locations,
- A network of recharge basins/injection wells to recharge the treated effluent to the groundwater system,
- Instrumentation and SCADA system to monitor water levels at the recharge facilities and turn the pumps on/off at specific locations, and
- Network of monitoring wells for routine testing of groundwater downgradient of the recharge locations.

Imagery from ESRI (2009)

Simulated Recharge Basin

Simulated Injection Well

Southwest Sewer District



Suffolk County Department of Public Works

Alternative 6 - Bergen Point WWTP Outfall Replacement Project

Figure ES-7



Because upland recharge will directly affect the quality of area groundwater and because groundwater is the sole source of potable supply in the County, it is anticipated that a higher level of wastewater treatment will be required before the treated effluent can be released to the aquifer. For example, based on current standards, most treatment plants in Suffolk County that discharge to groundwater must remove nitrogen to less than 10 mg/L. Because most of the potential recharge sites would be located within Hydrogeologic Zones I or II, where the maximum target nitrogen concentration is 6 mg/L, it is also possible that removal of nitrogen to less than 6 mg/L or even 4 mg/L may be required. Based on the information provided in the Bergen Point WWTP Expansion Report (CDM-D&B JV, June 2009), seven additional aeration tanks and two additional final clarifiers would need to be added if the nitrogen discharge limit was reduced to 10 mg/L. Addition of either denitrification filters or membranes would be required to achieve the even lower limits anticipated. It would be a challenge to fit all of the additional tankage and processes onto the existing Bergen Point WWTP site.

The final effluent pump station would be renovated for each of the alternatives. For this alternative, the new pumps in the renovated pump station would need to be sized for the head conditions associated with pumping the treated effluent to the higher elevations found upgradient of the plant. It is also anticipated that booster pump stations would be required at each recharge site; these booster pump stations would include a minimum of two pumps, local controls and a security system. A dual 54-inch diameter force main would convey the flow from the WWTP to the upland recharge locations. The force mains would be installed north to the Long Island Expressway, where they would be installed within the LIE right-of-way running west to east.

The ability to recharge up to 90 MGD of wet weather flow via recharge basins, leaching pools and/or injection wells was evaluated. Based on Suffolk County Department of Health Services (SCDHS) design standards regarding minimum setback requirements, design flow and redundancy, a minimum depth to groundwater of 30 feet and existing land use, potential locations for effluent disposal were identified.

Based on the preliminary estimate of the number of leaching pools that would be required to recharge over 90 MGD, it was determined that the use of leaching pools would be eliminated from further consideration and recharge via open recharge basins and/or injection wells would be evaluated. The initial list of parcels potentially available for recharge was further reduced after review of aerial photography; a total of 10 parcels large enough to recharge a minimum of 1 MGD via recharge basins was identified, and approximately 79 parcels were identified as potential sites for injection wells.

The recharge piping network would be equipped with flow meters and flow control valves at key distribution points to distribute flow to the appropriate recharge

facilities. The system would be monitored by a SCADA system that would indicate active recharge sites, operating pumps, flow distribution, ground water levels, recharge basin levels, operational use and alarm conditions. The central control system would be located at the Bergen Point WWTF. The recharge facilities would need to be monitored and maintained so that they would continue to function as intended. In addition, it is anticipated that a minimum of one upgradient and one downgradient monitoring well would be required at each recharge location; these wells would be monitored on a quarterly basis.

It is estimated that Alternative 6 would take up to 15 years to implement, at an estimated cost of \$1.02B. The operation and maintenance costs associated with Alternative 6 have not been defined, but are significantly higher than the operation and maintenance costs for any of the other alternatives.

No Action Alternative

Because of the potential consequences of outfall failure (e.g., release of treated effluent directly to Great South Bay), the no-action alternative was not considered to be a viable option for the County.

Evaluation of Alternatives

SCDPW identified three primary criteria that were used to identify the preferred alternative:

- Can be implemented most cost-effectively,,
- Will have the least adverse impact to the environment, considering both construction and operational impacts, and
- Can be implemented the most quickly, to reduce the risk of outfall failure.

The potential outfall replacement alternatives were discussed with NYSDEC in 2008 and in 2009, to identify the regulatory requirements associated with implementation of each alternative as well as associated resource protection requirements. NYSDEC described their recommended approach to project implementation as:

- Avoid environmental impacts,
- Minimize environmental impacts, and finally
- Mitigate any unavoidable impacts.

NYSDEC guidance was used to help to guide the evaluation of construction methods, mitigation requirements, and scheduling; this information also directly impacted the cost.

Table ES-1 summarizes the evaluation of each of the six alternatives in terms of implementability, impacts, schedule and cost.

Replacement of the existing outfall pipeline beneath Great South Bay by Alternative 2, the tunnel, was identified as the recommended alternative, because it was the least environmentally damaging practicable alternative. It is one of two alternatives that will have the least impact to the area's ground and surface water resources and environment, and it is the alternative that has the shortest construction duration, enabling the County to replace the deteriorating outfall most quickly. Although the capital cost is significant, it is the lowest capital cost of all of the alternatives, and also is one of the alternatives with the lowest long-term operating cost.

Description of Preferred Alternative

The preferred alternative for replacement of the deteriorating section of the Bergen Point WWTP outfall beneath Great South Bay is Alternative 2, a tunnel. Alternative 2 has been selected as the preferred alternative because:

- It is one of the three alternatives that avoids construction within Great South Bay and/or any discharge to Great South Bay, which significantly reduces the potential for impact to the environment.
- It is one of the two alternatives with the lowest capital cost, and is one of the three alternatives with the lowest operational cost.
- The implementation schedule for Alternative 2 is significantly shorter than the other alternatives, thus reducing any potential impact to the Bay resulting from future failure of the existing outfall.
- It is one of the alternatives with the least impact to the surrounding community.

Description of Outfall Tunnel Construction

A minimum 10-foot inner diameter outfall tunnel that would be constructed to replace the existing 72-inch diameter PCCP outfall from the Bergen Point WWTP south beneath Great South Bay to the barrier island, was shown in plan and profile by Figure ES-2. The 14,200 linear foot tunnel would be constructed using a TBM. The TBM will be lowered into position through an approximately thirty-foot diameter 70 foot deep working shaft located at the southwest side of the Bergen Point WWTP site. The tunnel would be advanced southwards beneath the bottom of Great South Bay, to a new exit shaft, to be located just north of Ocean Parkway within the existing easement on the barrier island. The tunnel would be lined, and the lined tunnel would become the replacement outfall. On the barrier island, the new outfall would be connected to the existing ocean outfall to convey treated effluent to discharge.

Table ES-1
Comparison of Bergen Point WWTP Outfall Replacement Alternatives

Criteria	Alternative 1- Tunnel with Carrier Pipes	Alternative 2- Tunnel	Alternative 3 Open Cut	Alternative 4 Discharge to Great South Bay	Alternative 5 Line Existing Pipe/Temporary Discharge to Bay	Alternative 6 Upland Recharge of Treated Effluent
Implementability						
<i>Permittable</i>	Yes	Yes	Potential	No	No	Potential
Impacts						
<i>Short Term Impacts to Great South Bay</i>	Low	Low	Localized Significant	Potential Significant	Potential Significant	None
<i>Long Term Impacts to Great South Bay</i>	None	None	Potential Significant	Potential Significant	Potential	None
<i>Short Term Impacts to Upland Neighborhoods</i>	Minor - Construction Traffic	Minor - Construction Traffic	Minor - Construction Traffic	Minor - Construction Traffic	Minor - Construction Traffic	Significant
<i>Long Term Impacts to Upland Neighborhoods</i>	None	None	None	None	None	Significant
<i>Impacts to Aquifer</i>	None	None	None	None	None	Significant
Implementation Schedule						
<i>Short (0 to 5 Years)</i>						
<i>Medium (5 to 10 Years)</i>	Medium	Medium	Long to Very Long	Very Long	Very Long	Very Long
<i>Long (10 to 15 Years)</i>						
<i>Very Long (> 15 Years)</i>						

Shaft and Tunnel Construction

Shaft Construction

The initial construction activity for the tunnel would be construction of an approximately 30-foot diameter working or access tunnel shaft for TBM access. The access shaft would also support the tunnel construction activities by providing access for transportation of personnel and materials to the tunnel heading and removal of excavated soil or muck during the tunnel excavation. Although there are several methods to construct the shaft and to support the walls of the excavation, it is recommended that ground freezing be utilized to minimize impacts to the surrounding environment.

The depth of the working shaft subgrade from the ground surface to the bottom of the tunnel lining is estimated to be approximately 70 feet. After the working shaft is completed, the contractor will most likely hand mine a tail tunnel in the opposite direction of the tunnel drive. This tail tunnel would extend the working area at the bottom of the shaft and would provide the room necessary to more efficiently move materials to the tunnel heading.

The staging area adjacent to the working or access shaft must provide sufficient area to allow the TBM to be lowered into the shaft; provide storage space for the shafts' equipment, tunnel lining material and excavated spoil removal; provide space for construction equipment (e.g., cranes) and workshops; provide adequate power supply for the TBM and temporary utility connections for potable water, storm drainage, electricity and provide access to the site for materials delivery.

A similar process of excavating and supporting the exit or receiving shaft would be required to remove the TBM on the barrier island. Because there is less work associated with tunnel construction at the exit shaft, the diameter of this shaft is usually smaller than the working shaft diameter.

It is anticipated that the staging area at the plant would be approximately 3 acres, and the staging area on the barrier island would be between 1 and 3 acres.

Tunnel Construction

A minimum ten-foot inner diameter tunnel would be constructed moving south from the working shaft to the exit or receiving shaft on the barrier island, to the west of the existing outfall tunnel within the existing easement. The vertical profile of the tunnel was established based upon maintenance of a depth of 2.5 tunnel bored diameters between the dredge depths of the two boating channels and the tunnel crown. The tunnel would be driven up gradient to provide the ability to drain the outfall back to the working or access shaft at the treatment plant after the outfall is in service. A slight up slope of 0.1% was selected as the gradient, because it is adequate for the long term function of draining the tunnel during operation and because it also provides the necessary slope for drainage during construction.

The bored tunnel diameter of ten feet was selected as the minimum economical bored diameter to drive the tunnel and transport crew and materials (lighting, ventilation and lining segments) to the tunnel heading and to remove tunnel muck. Space within a tunnel is limited and haul times and related costs are weighed against the TBM size, and the increased cost for a larger diameter tunnel. The tunnel would be constructed using a TBM. The soil would be excavated at the front of the TBM through a cased auger screw, deposited onto a conveyor belt, and then transferred to muck carts which transport the muck to the working or launch shaft and then out of the tunnel to the ground surface. The screw helps to reduce the pressure of the material from the higher pressures encountered at the tunnel face, to normal atmospheric pressure conditions existing within the tunnel. Limiting the screw rotation enables a pressure to be built up in the forward chamber that helps to support the tunnel face; providing the name "Earth Pressure Balance" TBM.

By careful and continual monitoring of the face pressure to balance the resisting force to maintain a stable heading and without applying excess pressure that can cause the soil to fail and result in disturbance to the Bay bottom, the tunnel can be driven without causing disturbance to the Bay. As the work is proceeding at the front of the TBM, a tunnel lining is installed within the tail of the machine by a team working in atmospheric conditions. The subaqueous tunnel lining system consists of precast concrete ring segments with gaskets that are assembled into a ring as shown on Figure ES-8. The TBM then extends jacks against the newly assembled ring, exposing the ring to the soil outside of the tunnel bore.

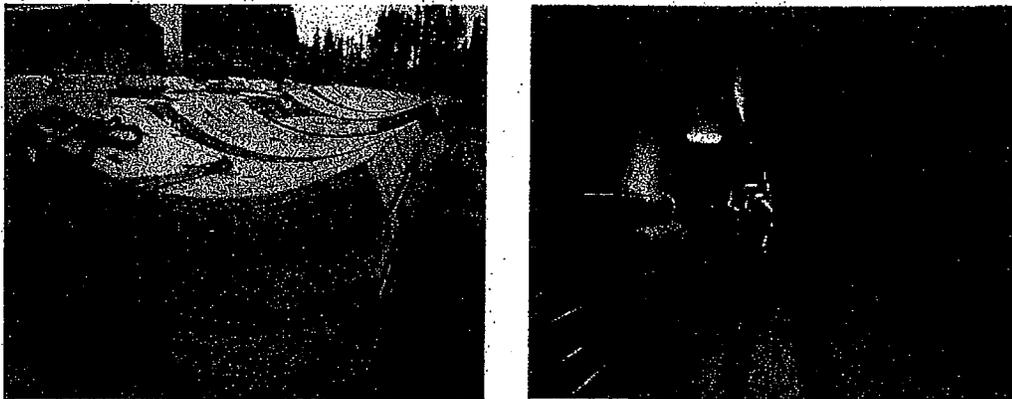


Figure ES-8:
Stacked Precast Concrete Segments (left) and The Assembled Ring during Construction with Lighting, Yellow Ventilation, Utility Pipes and Railroad Tracks in the Tunnel (right)

As the tunnel is advanced in this manner, a cement grout is simultaneously injected through grout ports to fill the space between the outside of the ring and the soil to keep soil and water out of the tunnel. This process is repeated until the tunnel has

been driven from the working shaft on the plant site south to the exit/receiving shaft on the barrier island.

Connection to Existing Outfall

The outfall will connect to the existing ocean portion of the outfall near the existing sample chamber on the barrier island just north of the Ocean Parkway, within the existing easement. The existing outfall must remain in operation while the connection is made. To connect to the existing outfall, a bypass system with line stops would be installed as shown on Figure ES-9. The existing outfall would be tapped upstream and downstream of the area of the new tunnelled outfall connection. The taps on each side of the work area are for a bypass connection and for a line stop. The bypass piping is installed, followed by the line stops to direct the flow through the bypass piping and around the existing outfall piping to be removed and replaced. New piping with fittings and valving to isolate the new and existing outfalls would be installed and then the line stops and bypass piping removed and the existing outfall put back into normal operation. The tunnel outfall would then be connected to the existing outfall but the isolation valves will remain closed until the new outfall is ready for operation.

Disposal of Excavated Materials

Construction of the tunnel will generate a significant quantity of spoils that must be removed, managed and disposed. For the ten-foot inner diameter upgradient driven tunnel, it is estimated that up to 90,000 cubic yards of material (including excavated materials from the access/working and exit/receiving shafts) will require disposal. It is not anticipated that the materials removed from the sub-surface tunnel alignment would be contaminated so that they could either be stock-piled on-site in the spoils area for future use by the County, or transported off-site for disposal by the contractor.

Project Schedule

A preliminary schedule for project implementation is shown on Figure ES-10.

Project Costs

Estimated total project costs are summarized on Table ES-2 and Table ES-3.

Table ES-2
Preliminary Cost Estimate for the Recommended Tunnel Alternative

Project Component	10-foot Diameter Tunnel	
		(\\$)
Launch and Receiving Shafts		\$7,255,000
Tunnel Boring Machine		\$20,000,000
Tunnel Drive		\$110,000,000
Site Restoration		\$255,000
Effluent Pump Station Connection		\$3,300,000
Barrier Island Connection		\$850,000
Subtotal		\$141,660,000
Contingency @ 20%		\$28,332,000
Total		\$169,992,000
Escalated to Mid-point of Construction		\$190,000,000
Engineering		\$17,000,000
Total Estimated Project Cost		\$207,000,000

Table ES-3
Preliminary Cost Estimate for the Final Effluent Pump Station

Project Component	Final Effluent Pump Station	
		(\\$)
Subtotal		\$19,300,000
Contingency @ 20%		\$3,860,000
Total		\$23,160,000
Escalated to Midpoint of Construction		\$25,000,000
Engineering		\$2,500,000
Total Estimated Project Cost		\$27,500,000

These project costs are being updated as design of the outfall and effluent pump station proceed.

Project Approvals

A preliminary list of potential permit and approval requirements is summarized on Table ES-4.

Table ES-4

Potential Permits and Approvals for Alternative 2, Construct Replacement Outfall by Tunneling

PERMIT/ APPROVAL	REGULATORY AGENCY	JURISDICTIONAL BASIS	REGULATED ACTIVITIES	KEY CONTACT
FEDERAL				
Section 10 Permit - Nationwide/General/Individual	U.S. Army Corps of Engineers - NY District	Section 10, Rivers and Harbors Act of 1899	Required for construction activities within navigable waters of the U.S. Nationwide Permit 7 covers the construction/repair of an outfall while NWP 12 covers the installation of utility lines. Pre-construction notification is required to obtain coverage under these existing permits.	Frank Verga (KAS table) (917) 790-8212
Approval	U.S. Coast Guard Coast Guard Sector Long Island Sound	N.A.	Construction activities within navigable waters may require a consultation and/or review, but typically no formal permit	Lt. Douglas J. Miller Chief, Waterways Management Division 203-468-4596
Consultation &/ or Essential Fish Habitat Assessment	National Marine Fisheries Service (NOAA) - Habitat Conservation Division	Code of Federal Regulations, Title 50, Part 600, 1996 amendments to the Magnuson-Stevens Fishery Conservation & Mgt Act Section 305(b)(2) Act (Essential Fish Habitat), Endangered Species Act	Required for all activities impacting Essential Fish Habitat Areas	Peter Colosi Assistant Regional Administrator 978-282-9332
Consultation &/ or Jeopardy/ No Jeopardy Determination	U.S. Fish & Wildlife Service - Division of Endangered Species	Code of Federal Regulations, Title 50, Part 17 - Section 7(a)(2) of the Endangered Species Act	Required for proposed activities that may have an effect upon threatened and/or endangered species	Long Island Field Office 631-776-1401 (KAS table)

Table ES-4

Potential Permits and Approvals for Alternative 2, Construct Replacement Outfall by Tunneling

PERMIT/ APPROVAL	REGULATORY AGENCY	JURISDICTIONAL BASIS	REGULATED ACTIVITIES	KEY CONTACT
STATE Section 401 Water Quality Certification	NYS Department of Environmental Conservation - Region 1	ECL Article 15, Title 15 - NYCRR Title 6, Part 608.9 - Federal Water Pollution Control Act, Section 401	Project includes placement of fill or activities that result in a discharge to jurisdictional waters. NYSDEC has issued/agreed to standard conditions associated with many of the NWP issued by ACOE.	Roger Evans, Regional Permit Administrator 631-444-0361
SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001)	NYS Department of Environmental Conservation	Article 17, Titles 7-8 and Article 70 of the ECL - NYCRR Title 6, Parts 750-757	Required for construction projects that require 1 acre of disturbance or more.	Division of Water 625 Broadway, 4 th Floor Albany, NY 12233-3505
Coastal Zone Consistency Assessment	NYS Department of State - Division of Coastal Resources	15 CFR Part 930 and State Approved Coastal Zone Management Plan	Activities that would occur within the state designated coastal zone boundary require consistency assessment approval	NYSDOS One Commerce Plaza 99 Washington Ave. Suite 1010 Albany, NY 12231 Jeff Zappieri, Supervisor of Consistency Review 518-474-6000
Air Registration	NYS Department of Environmental Conservation	Environmental Conservation Law Article 19 New York Code of Rules and Regulations Title 6, Part 200-203 N.A.	Contractor may be required to obtain permit for onsite generators required for ground freezing event on barrier island.	Roger Evans, Regional Permit Administrator 631-444-0361
Approval	NYS Parks - LI State		Regulates access of parkland, including use	Scott Fish 631-669-1000

Table ES-4

Potential Permits and Approvals for Alternative 2, Construct Replacement Outfall by Tunneling

PERMIT/ APPROVAL	REGULATORY AGENCY	JURISDICTIONAL BASIS	REGULATED ACTIVITIES	KEY CONTACT
	Park Region		of commercial vehicles.	Land Management and Regulatory Affairs Coordinator 631-321-3580
Divisible Load Permit Highway Work Permit for Utility Work	NYS DOT - Region 10	NYCRR Title 17, Part 126 - NYS Vehicle & Traffic Law Section 385 NY Highway Law Article 52	NYS DOT regulates the use of NYS roadways. Permit required by vehicles that exceed the road weight. Permit required to work within a NYS ROW &/ or install MPTs	Gene Smith, Regional HWP Contact 631-952-6028
LOCAL				
Consultation	SCDPW		Approval of Plans and Specifications	John Dorovan, Chief Engineer 631-852-4204
Review and comment	SCDHS			Office of Ecology 631-852-5811
Consultation	Town of Babylon		The Department of Environmental Control enforces provisions of the Town Code as it pertains to Environmental Protection, including actions within the Great South Bay.	Vicky Russell, Commissioner Environmental Control 631-422-7640

SCDPW's Capital Program 8108 is being implemented in two phases. Phase I, the Final Effluent Pump Station renovation, includes replacement of the pumps, electrical controls and mechanical systems and construction is scheduled to begin in 2014. Renovation of the pump station was previously designated as a Type II action via Resolution No. 156-2011.

Funding for Phase II of the program, outfall replacement is included in the Capital Program and Budget for 2014-2016, however due to the increased operating pressures faced by the failing outfall, the County is seeking to accelerate the project. Replacement of the outfall was designated as a Type I action that will have no significant adverse impacts on the environment via Resolution 971-2012. This resolution has been added to the May 2011 Engineering Design Report as *Appendix E*.

Project Reviews

Due to the magnitude of the proposed outfall replacement project cost, SCDPW commissioned an independent engineering team to review the May 2011 Sewer District 3-Southwest Bergen Point Wastewater Treatment Plant Engineering Design Report. The engineering team of Dvirka and Bartilucci in association with Parsons reviewed the constructability of the alternatives, the tunnel construction costs, the tunnel construction schedule and risk evaluation. The independent review team concluded that "the tunnel alternatives presented are constructible. Cost estimates and schedules appear to be reasonably conservative and appropriate for the stage that the work is at" and that independent constructability and cost reviews should be conducted at key project milestones by an experienced tunnel design and construction firm. The Outfall Report Review, and response to the independent expert comments has been added to the May 2011 Engineering Design Report as *Appendix F*.

EXHIBIT B

SEQRA/SHPO

Note:

The attached SEQRA Resolution 971-2012 includes the reasons proceeding with the project will not have an adverse impact on the environment. Also, refer to discussion in Exhibit 'A'. In addition, the NYS Office of Parks, Recreation and Historic Preservation has issued an opinion that the project will have no impact on cultural resources.

**RESOLUTION NO. 971-2012, MAKING A SEQRA
DETERMINATION IN CONNECTION WITH THE PROPOSED
SEWER DISTRICT NO. 3 - SOUTHWEST BERGEN POINT
WASTEWATER TREATMENT PLANT OUTFALL
REPLACEMENT PROJECT, TOWN OF BABYLON**

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Sewer District No.3 - Southwest Bergen Point Wastewater Treatment Plant Outfall Replacement Project, Town of Babylon", pursuant to Section 6 of Local Law No. 22-1985 which project involves the replacement of the deteriorated section of the existing Bergen Point Wastewater Treatment Plant outfall pipe with a newly constructed lined tunnel to be installed below the bottom of the Great South Bay; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ Office by the Suffolk County Department of Public Works and a presentation was made by a representative from CDM Smith and subsequently sent out to all concerned parties; and

WHEREAS, at its September 19, 2012 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617.4(b)(10) and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated September 24, 2012 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore be it

1st RESOLVED, that this Legislature hereby determines that the Proposed Sewer District No. 3 - Southwest Bergen Point Wastewater Treatment Plant Outfall Replacement Project constitutes a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617.4(b)(10) and Chapter 450 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 set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form, the Engineering Design Report dated May 2011, additional supporting documentation submitted and the discussions and deliberations contained within the meeting records of the CEQ;

- 2) After review of an economic and environmental alternatives analysis contained within the May 2011 Engineering Design Report, the proposed alternative appears to be the least environmentally damaging practicable alternative;
- 3) Most of the construction associated with the proposed action would occur underground to avoid impacts to the Great South Bay and surrounding environments;
- 4) Access shaft construction will use ground freezing technology to further reduce impacts on the surrounding area;
- 5) The proposed alternative does not include the installation of carrier pipes and, therefore, the tunnel size could be reduced further mitigating impacts;
- 6) Impacts resulting from project implementation will be limited to short-term construction-related impacts in the previously disturbed, invasive-species dominated shaft construction areas which will be subject to an approved site restoration plan;
- 7) All work conducted will be done so in accordance with all applicable Federal, State and local permitting requirements; and
- 8) If not addressed, it is likely that the existing outfall pipe will fail and result in the discharge of treated effluent directly into the Great South Bay;

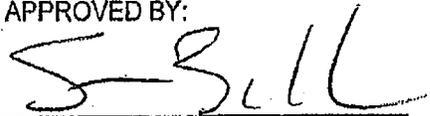
and be it further

2nd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED: NOV 20 2012

APPROVED BY:



County Executive of Suffolk County

Date: 12-3-2012

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on November 20, 2012 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.

Tim Laube

Clerk of the Legislature

Intro. Res.

1948

Res. No.

971

November 20, 2012

Motion:

Romaine, Schneiderman, Browning, Muratore, Anker
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

Co-Sponsors:

Romaine, Schneiderman, Browning, Muratore, Anker
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

Second:

Romaine, Schneiderman, Browning, Muratore, Anker
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE					
2	Jay H. SCHNEIDERMAN					
3	Kate M. BROWNING					
4	Thomas MURATORE					
5	Kara HAHN					
6	Sarah S. ANKER					
7	Rob CALARCO					
9	Ricardo MONTANO					
10	Thomas CILMI					
11	Thomas F. BARRAGA					
12	John M. KENNEDY, JR.					
13	Lynne C. NOWICK					
15	DuWayne GREGORY				✓	
16	Steven H. STERN					
17	Lou D'AMARO					
18	William SPENCER					
14	Wayne R. HORSLEY, D.P.O.					
8	William J. LINDSAY, P.O.				✓	
Totals		16	—		2	

MOTION
<input checked="" type="checkbox"/> Approve
Table: _____
<input type="checkbox"/> Send To Committee
<input type="checkbox"/> Table Subject To Call
<input type="checkbox"/> Lay On The Table
<input type="checkbox"/> Discharge
<input type="checkbox"/> Take Out of Order
<input type="checkbox"/> Reconsider
<input type="checkbox"/> Waive Rule
<input type="checkbox"/> Override Veto
<input type="checkbox"/> Close
<input type="checkbox"/> Recess
APPROVED <input checked="" type="checkbox"/> FAILED _____
No Motion _____ No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
<input type="checkbox"/> NOT ADOPTED

Tim Laube

Tim Laube, Clerk of the Legislature

Roll Call _____ Voice Vote 4



**New York State Office of Parks,
Recreation and Historic Preservation**

Division for Historic Preservation
P.O. Box 189, Waterford, New York 12188-0189
518-237-8643

December 06, 2013

Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

John Donovan
Suffolk County Department of Public Works
335 Yaphank Ave
Yaphank, New York 11980

Re: SEQRA
Sewer Project - West Babylon Outfall
Replacement - Rehabilitation of the Final
Effluent Pump Station
Bergen Point Wasterwater Treatment Plant
site/BABYLON, Suffolk County
13PR05219

Dear Mr. Donovan:

Thank you for requesting the comments of the State Historic Preservation Office (SHPO). We have reviewed the project in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the National Environmental Policy Act and/or the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8).

Based upon this review, it is the SHPO's opinion that your project will have No Effect upon cultural resources in or eligible for inclusion in the National Registers of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

Ruth L. Pierpont
Deputy Commissioner for Historic Preservation

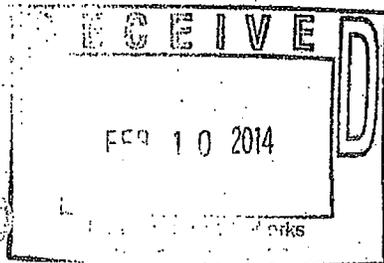


EXHIBIT C

Project Cost Estimate

Exhibit 'C'

Project Cost Estimate

Project Component	10-foot Diameter Tunnel
Launch and Receiving Shafts	\$7,255,000
Tunnel Boring Machine	\$20,000,000
Tunnel Drive	\$110,000,000
Site Restoration	\$255,000
Effluent Pump Station Connection	\$3,300,000
Barrier Island Connection	\$850,000
Subtotal	\$141,660,000
Contingency @ 20%	\$28,332,000
Total	\$169,992,000
Escalated to Mid-point of Construction	\$194,000,000
Engineering	\$13,000,000
Total Estimated Project Cost	\$207,000,000

EXHIBIT D

Full Value - District,

Mode Value

Intro. Res. No. 2143-2014
Introduced by Presiding Officer

Laid on Table 12/2/2014

RESOLUTION NO. 1128 -2014, AMENDING RESOLUTION NO. 1059-2014, AFFIRMING, CONFIRMING, AND ADOPTING THE ASSESSMENT ROLL FOR SUFFOLK COUNTY SEWER DISTRICT NO. 3 - SOUTHWEST AND DIRECTING THE LEVY OF ASSESSMENTS AND CHARGES WITHIN THE TOWNS OF BABYLON, ISLIP AND HUNTINGTON FOR THE SOUTHWEST SEWER DISTRICT IN THE COUNTY OF SUFFOLK FOR FISCAL YEAR 2015

WHEREAS, Resolution No. 1059-2014 adopted the assessment roll proposed for Suffolk County Sewer District No. 3 - Southwest and affirmed, confirmed, and adopted it as the final 2012-2013 assessment roll for said District for Fiscal Year 2014; and

WHEREAS, the tax levy amounts contained in Resolution No. 1059-2014 must be amended to reflect the proper amounts for the towns; now, therefore be it

1st **RESOLVED**, that the Schedule "A" of Resolution No. 1059-2014 is hereby amended to read as follows:

SCHEDULE A
COMPUTATION OF VALUATIONS, TAX LEVIES AND RATES FOR SOUTHWEST SEWER DISTRICT NO. 3, 2014-2015
(BABYLON, ISLIP AND HUNTINGTON)

Town	Assessed Value on Which Sewer District No. 3 Taxes are Levied	Equalization Rate	Full Valuation	Amount of Levy	Tax Rate per Million of Assessed Valuation
BABYLON					
(1) DISTRICT WIDE LEVY	\$194,130,991	1.25	\$15,530,479,280	\$29,680,405.11	\$152.89
(2) PER PARCEL BENEFIT CHARGE					
ON Parcels:					
46/265	N/A	N/A	N/A	\$1,653,511.10	\$35.74
* (3) SPECIAL PARCELS					
S-1 (NYS Dept. Transportation)	\$192,620	1.25	\$15,409,600	\$29,520.87	
S-2 (NYS Dept. Transportation)	\$4,524,190	1.25	\$361,935,200	\$692,054.23	
S-7 (SUNY Farmingdale)	\$415,411	1.25	\$33,232,880	\$63,654.54	
S-10 (Belmont St. Pk.)	\$601,310	1.25	\$48,104,800	\$92,183.59	
S-15 (NYS Maint)	\$115,170	1.25	\$9,293,600	\$17,796.80	
TOTAL - SPECIAL PARCELS			\$467,976,080	\$895,210.03	
TOTAL - BABYLON			\$15,998,455,360	\$32,229,126.24	
HUNTINGTON					
* SPECIAL PARCELS					
S-6 (SUNY Farmingdale)	\$506,096	0.89	\$56,864,719	\$108,996.21	
TOTAL - HUNTINGTON			\$56,864,719	\$108,996.21	
ISLIP					
(1) DISTRICT WIDE LEVY	\$1,422,726,930	13.20	\$10,778,234,318	\$20,598,357.28	\$14.48
(2) PER PARCEL BENEFIT CHARGE					
ON Parcels:					
29,579	N/A	N/A	N/A	\$1,057,153.46	\$35.74

* Dollar amount to be raised pursuant to Section 19 of the Public Lands Law

SCHEDULE A (continued)
COMPUTATION OF VALUATIONS, TAX LEVIES AND RATES FOR SOUTHWEST SEWER DISTRICT NO. 3, 2014-2015
(BABYLON, ISLIP AND HUNTINGTON)

Town	Assessed Value on Which Sewer District No. 3 Taxes are Levied	Equalization Rate	Full Valuation	Amount of Levy	Tax Rate per Million of Assessed Valuation
ISLIP (Continued)					
* (3) SPECIAL PARCELS					
S-8 (C.I. State Hosp.)	\$3,810,267	13.20	\$28,865,659	\$55,272.58	
S-9 (NYS DPW)	\$1,525,064	13.20	\$11,553,515	\$22,115.74	
S-11 (Heckscher State Pk.)	\$43,569,000	13.20	\$330,068,182	\$630,902.78	
S-12 (NYS Park)	\$661,100	13.20	\$5,008,333	\$9,642.94	
S-13 (NYS Sabtikos Pk.)	\$682,300	13.20	\$5,168,939	\$9,914.13	
S-14 (NYS Armory)	\$518,500	13.20	\$3,928,030	\$7,542.62	
TOTAL SPECIAL PARCELS			\$384,592,658	\$735,390.79	
TOTAL ISLIP			\$11,162,826,976	\$22,390,901.53	
GRAND TOTALS			\$27,218,147,055	\$54,729,023.98	
SUMMARY					
BABYLON & ISLIP-DISTRICT WIDE LEVY (EXC. SPECIAL PARCELS)				\$50,278,762.39	
BABYLON & ISLIP-PER PARCEL BENEFIT CHARGE (EXC. SPECIAL PARCELS)				\$2,710,664.56	
BABYLON, HUNTINGTON & ISLIP-SPECIAL PARCELS (DISTRICT WIDE LEVY)				\$1,738,024.47	
BABYLON, HUNTINGTON & ISLIP-SP. PARCELS (PER PARCEL BENEFIT CHARGE)				\$1,572.56	
TOTAL LEVY-DIST WIDE & PER PARCEL BENEFIT CHARGE				\$54,729,023.98	
Tax Rate per M of Full Value-District Wide and Special Parcels				\$1.91	
Per Parcel Benefit Charge-District Wide and Special Parcels				\$35.74	

* Dollar amount to be raised pursuant to Section 19 of the Public Lands Law

DATED: December 2, 2014

APPROVED BY:

County Executive of Suffolk County

Date:

Mode Value*

The assessed values of the Towns of Islip and Babylon were merged. The mode value was obtained and the total annual cost for 2015 established. The mode value is \$282,400. The additional charges of a benefit and per parcel charge are included. Refer to Exhibit 'E'. It is noted that the towns assessment rolls total 100,808 parcels billed and the average full value is approximately \$270,000

*typical property per NYS County Law, Article 5-A

EXHIBIT 'E'

Summary of Existing Rate

Summary of Existing Rate

Resolution 1128-2014 (Exhibit 'D') establishes the charges within Sewer District No. 3 and includes the parcels in each Town. This information and the cost estimates and debt repayment schedules could allow a full value rate and rate increase to be established. However, due to the use of the ASRF, the rates are stabilized at 3% per year. The estimated rate for the project duration is included below.

CP 8108

2015 SD 3 Rate Per Typical (Mode) Parcel (AV, Benefit, Per Parcel)

a.) AV Charge

Mode of parcels	\$282,400
Rate per \$1,000 full value	1.91
$\$288,488 \times \$1.88/\$1,000 =$	<u>\$539.38</u>

b.) Benefit Charge \$148.00

c.) Per Parcel Charge \$35.74

Total Charge Per Parcel 2015 $\$539.38 + \$148.00 + \$35.74 = \723.12

SEWER DISTRICT RATES - 2015 ADOPTED

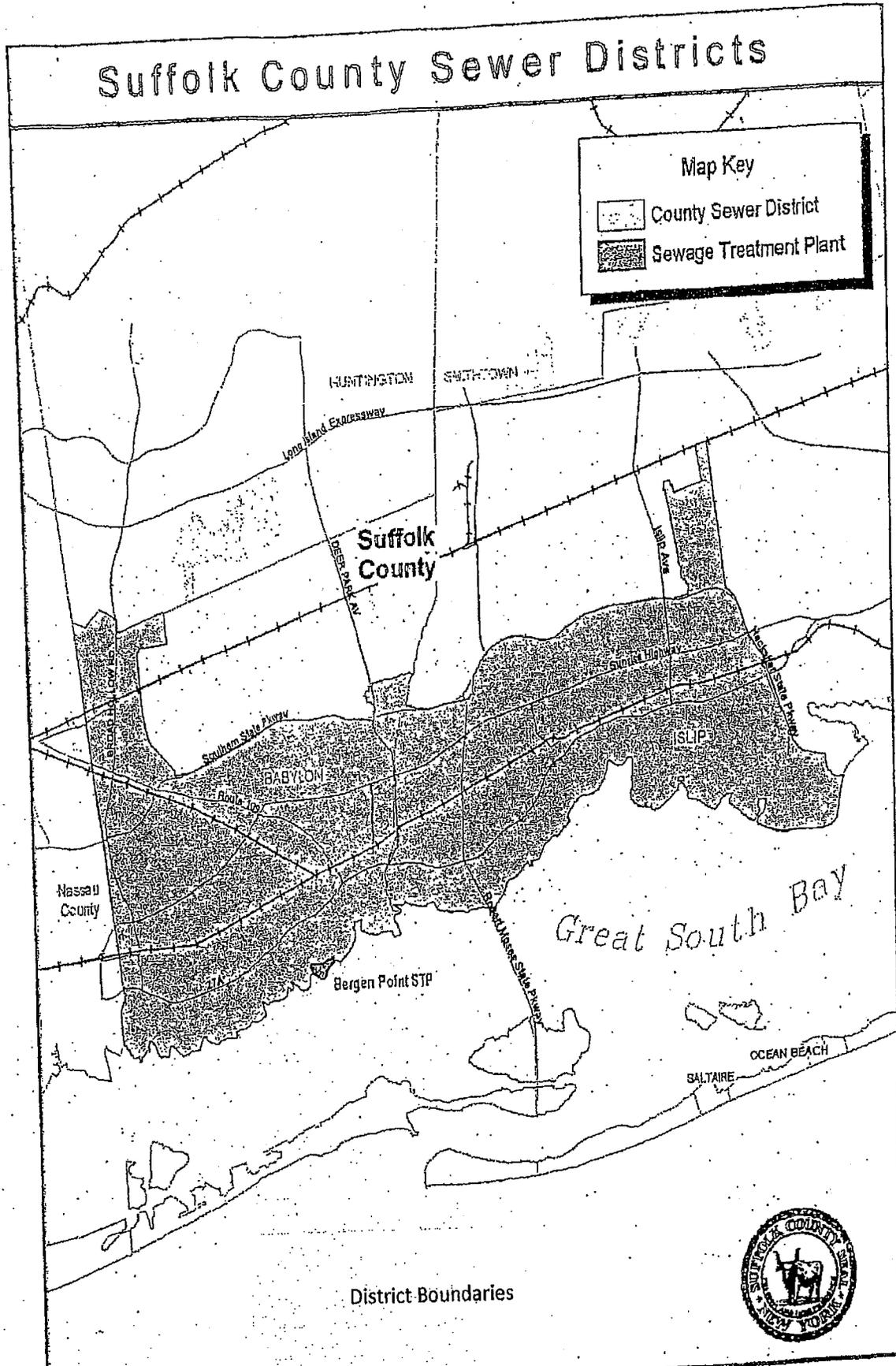
ND O.	SEWER DISTRICT NO.	NAME	Note	EQUAL RATE	RATE TYPE	T Y P E	RATE PER \$1,000 ASSESSED VALUE	FULL EQUALIZED VALUE	OTHER	ANNUAL CONTRACTEE RATE	QUARTERLY CONTRACTEE RATE	QUARTERLY RATE			
201	1	Port Jefferson		0.95%	Per 1000	D	57.1005	0.5424	N/A						
						M	0.0000	0.0000	N/A						
						T	57.1005	0.5424	N/A	59.9555 PER 1000	1.50 PER 100				
		Port Jefferson (Constr. only) (SCRAGGY HILL)					0.95%	Per 1000	D	3.0380	0.0289	N/A			
									M	0.0000	0.0000	N/A			
									T	3.0380	0.0289	N/A	3.1899		
202	2	Tailmadge Woods	(A)	0.95%	Per Unit				D	N/A	N/A	N/A			
									M	N/A	N/A	N/A			
									T	N/A	N/A	602.00	632.1000	158.03	\$ 150.50
203	3	Southwest - Isip		13.20%	Per 1000	D	14.2800	1.9100	N/A						
						M	0.0000	0.0000	N/A						
						T	14.2800	1.9100	N/A						
		Southwest - Babylon					1.25%	Per 1000	D	150.8000	1.9100	N/A			
									M	0.0000	0.0000	N/A			
									T	150.8000	1.9100	N/A			
Southwest - Per Parcel Charge			Per Parcel		N/A				N/A	35.74					
Southwest - User Fee			Per SFE		N/A				N/A	148.00	155.40	38.85	\$ 37.00		
204	4	Smithtown Galleria	(E)	1.37%	Per SFE				D	N/A	N/A	685.00			
						M	N/A	N/A	0.00						
						T	N/A	N/A	685.00	719.25	179.81	\$ 171.25			
205	5	Huntington Strath (Zone A)		89.00%	Per 1000	D	182.7027	1.6261	N/A						
						M	0.0000	0.0000	N/A						
						T	182.7027	1.6261	N/A						
		Huntington Strath (Zone B)					1.37%	Per 1000	D	135.8934	1.2095	N/A			
									M	0.0000	0.0000	N/A			
									T	135.8934	1.2095	N/A			
206	6	Kings Park		1.37%	Per 1000				D	10.5989	0.1452	N/A			
									M	0.0000	0.0000	N/A		31.69	
		2014 resi contractees=30.77/qtr													
		2014 comm contractees=123.07/yr												126.76	
flat rate															

Figures

Suffolk County Sewer Districts

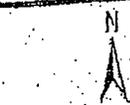
Map Key

-  County Sewer District
-  Sewage Treatment Plant



District Boundaries

SCDPW, 2004

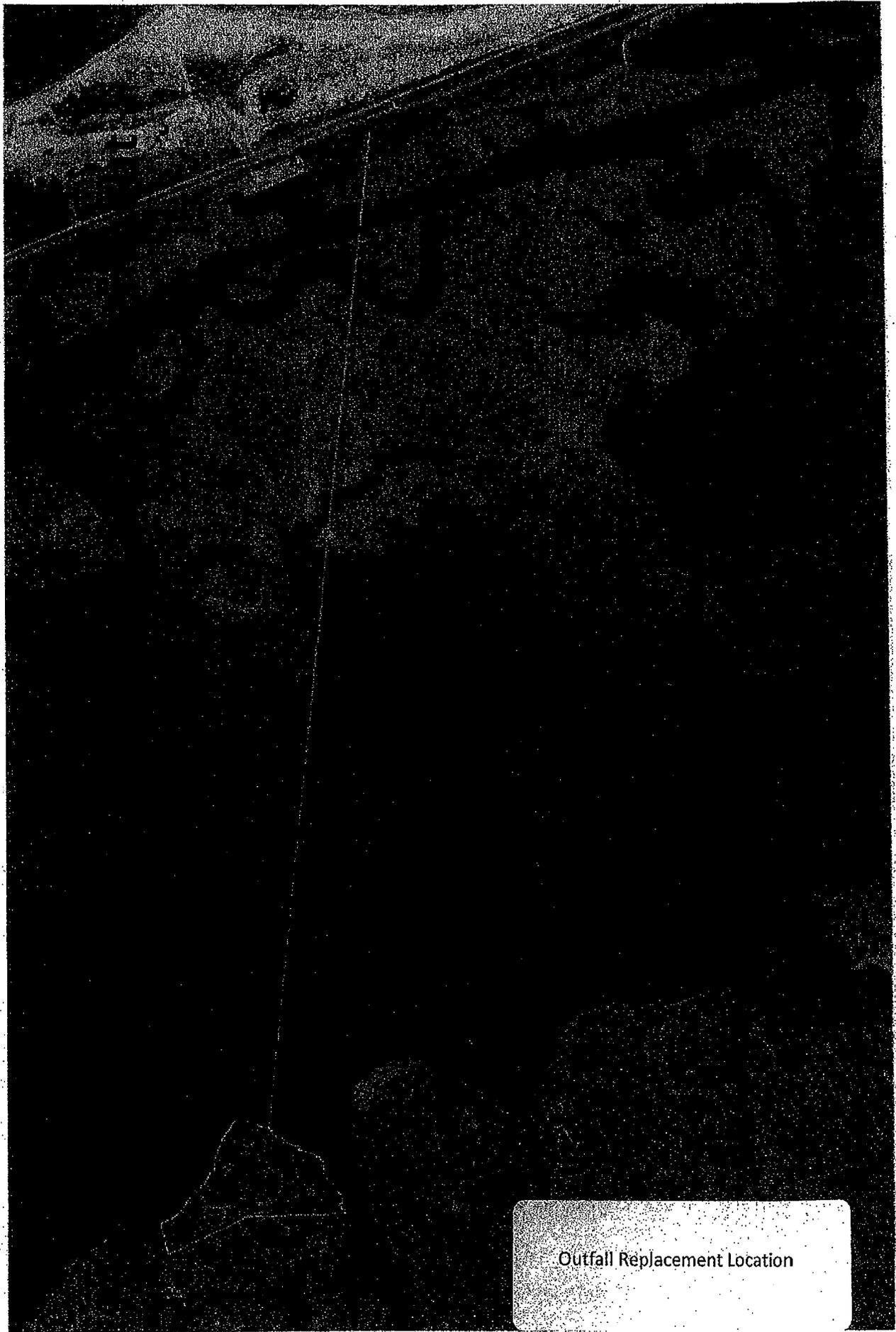


SD #3 Area = 57.8 Sq Miles

Sewer District # 3 Southwest



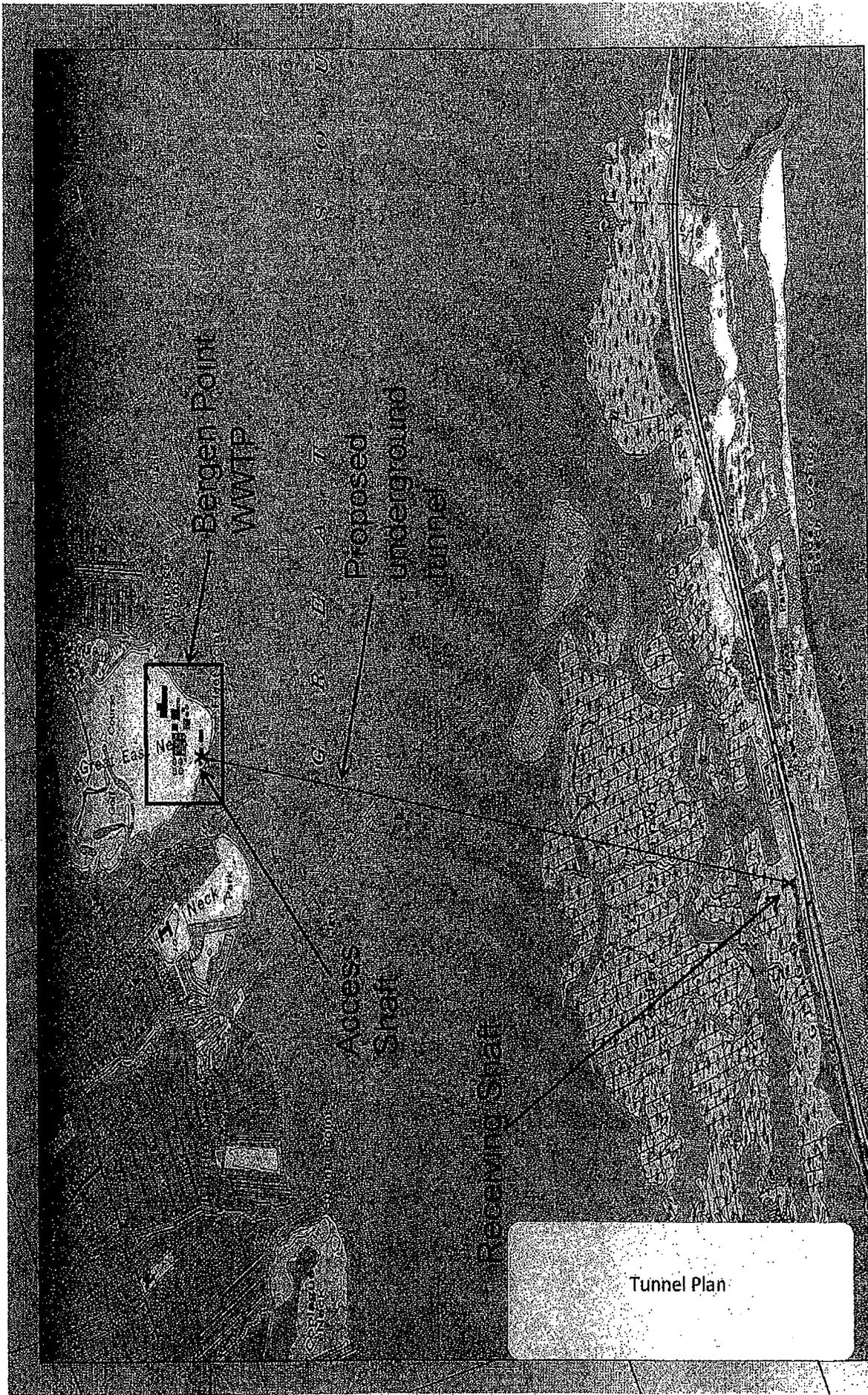
Figure 1



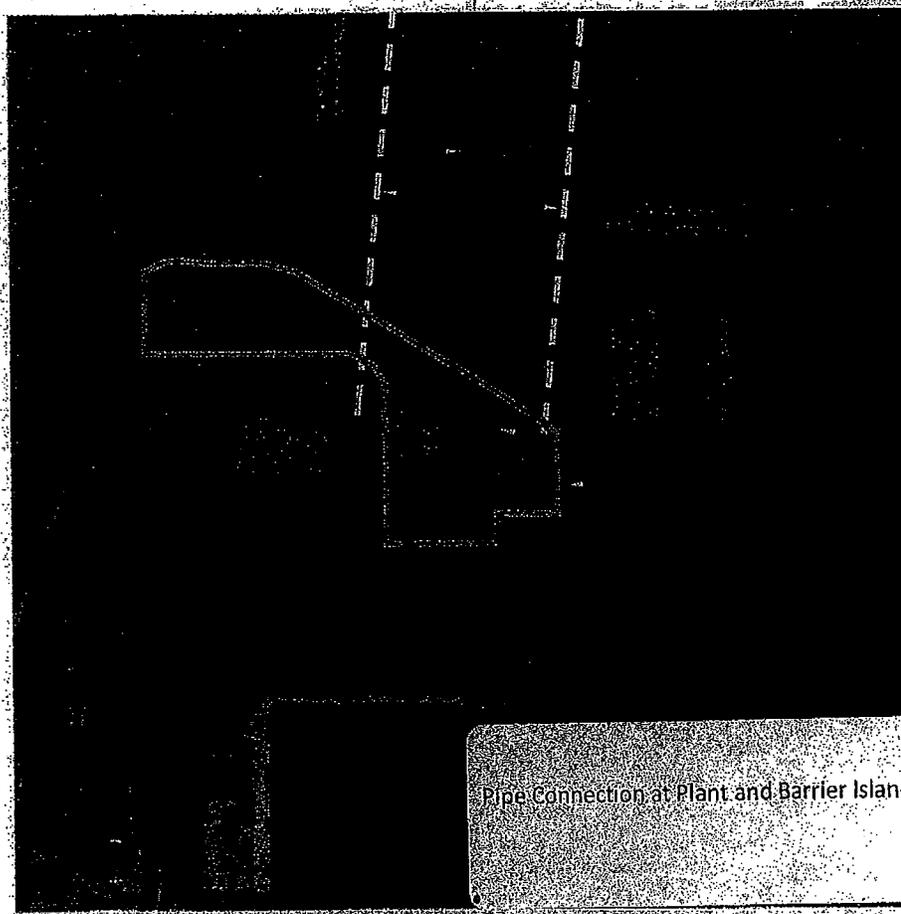
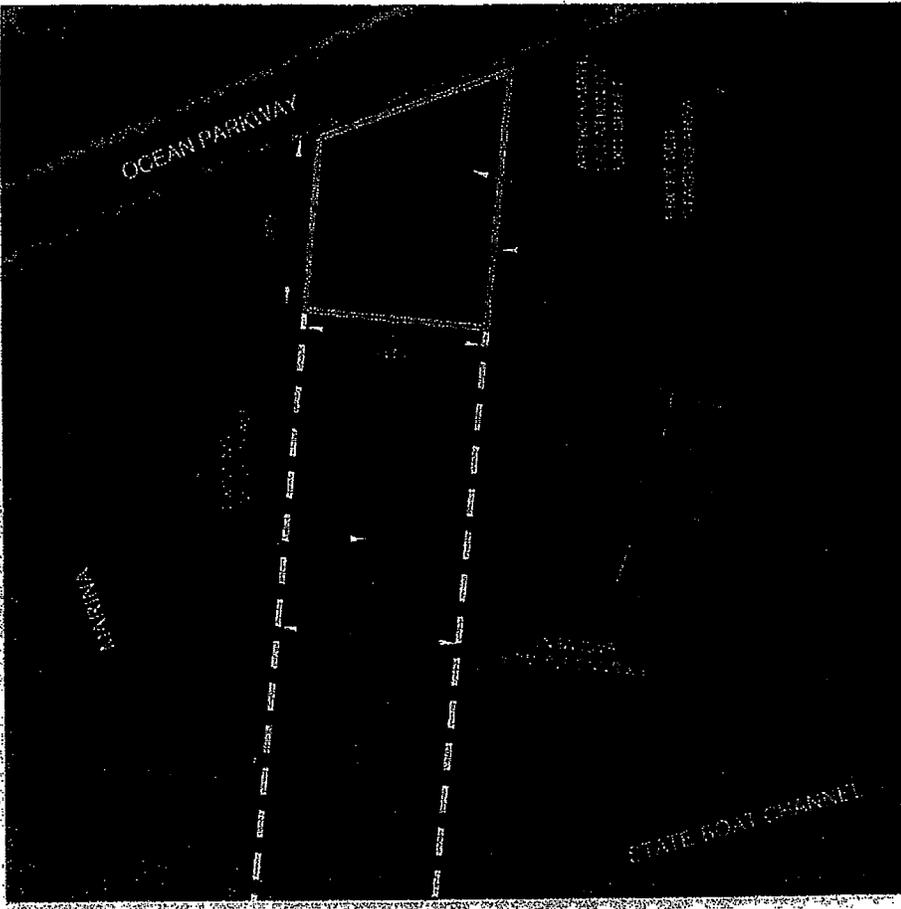
Outfall Replacement Location

SD #3 - Bergen Point STP Outfall

1 inch equals 0.25 miles



Source: Bay Shore West, USGS Quadrangle 1979



Tunnel - Working and Exit Shaft Locations

Restoring Infrastructure while Protecting Great South Bay – Identification and Evaluation of Alternatives

Figure 3-15 Preliminary Schedule for Alternative 2, Construct Reproject, Original by Turnfield, Revised 6/2022

Activity Description	2021		2022		2023		2024		2025			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1. Design/Permitting - Effluent Pump Station												
2. Bidding/Award - Effluent Pump Station												
3. Construction - Effluent Pump Station												
4. Design/Permitting - Island												
5. Bidding/Award - Island												
6. Construction - Island												

Project Schedule