

**UPDATED AS OF 7/27/15**

Intro Res. No. 1647 -2015

Laid on Table 7/28/2015

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW  
NO. -2015, A LOCAL LAW TO REVISE SUFFOLK  
COUNTY'S REAL PROPERTY REDEMPTION PROCESS FOR  
TRANSFERS INVOLVING THE SUFFOLK COUNTY  
LANDBANK CORPORATION**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on XXX, XX, 2015, a proposed local law entitled, "**A LOCAL LAW TO REVISE SUFFOLK COUNTY'S REAL PROPERTY REDEMPTION PROCESS FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION**"; now, therefore, be it

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

**LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW TO REVISE SUFFOLK COUNTY'S REAL PROPERTY  
REDEMPTION PROCESS FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY  
LANDBANK CORPORATION**

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

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that Section 215 of New York County Law authorizes the County of Suffolk to establish policies and procedures for the disposition of real property acquired through tax default.

This Legislature further finds that Local Law No. 18-2012 authorized the creation of the Suffolk County Landbank Corporation ("SCLBC") a not-for-profit corporation established pursuant to Article 16 of New York Not-For-Profit Corporation Law, with the intent to take discretionary action with regard to vacant, abandoned, and tax-delinquent properties that the County currently refrains from taking by tax deed, and could not otherwise dispose of by selling delinquent tax liens on such properties for less than the face amount of such tax liens.

This Legislature further finds that § A40-3 of the SUFFOLK COUNTY ADMINISTRATIVE CODE ("SCAC") sets forth procedures applicable to the redemption of real property acquired by Suffolk County pursuant to §46 of the Suffolk County Tax Act, title to which has vested in the County of Suffolk. SCAC §A40-3 is not applicable to the Suffolk County Landbank Corporation.

This Legislature further finds and determines that due to the liabilities associated with many tax delinquent and environmentally contaminated properties ("Brownfields") the County may be unwilling or unable to take control of and redevelop these properties.

Therefore, the purpose of this law is to clarify the applicability of the post-deed redemption period allowed under § A40-3 of Article XL, of the SUFFOLK COUNTY ADMINISTRATIVE CODE to reflect an exemption for properties transferred to or by the Suffolk County Landbank Corporation by tax deed or tax lien which is later converted to a tax deed.

**Section 2. Amendment.**

Section A40-1 and A40-3 of Article XL of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended to read as follows:

**CHAPTER 40, COUNTY REAL PROPERTY**

§ A40-1. Definitions.

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

**BROWNFIELD SITE**

Real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant, as defined in 42 U.S.C § 9601 or as the definition may be amended.

**COMMISSIONER**

The head of the Department.

**DEPARTMENT**

The Suffolk County Department of Economic Development and Planning.

**PERSON**

Any natural person, individual, corporation, unincorporated association, limited-liability corporation, firm, public corporation, partnership, joint venture, trust, joint-stock association or other entity or business organization of any kind.

**TAX DELINQUENT BROWNFIELD SITE**

A Brownfield Site, which is tax delinquent, and has been designated a brownfield by the Suffolk County Brownfields Interagency Workgroup, consisting of representatives appointed by Suffolk County's Department of Economic Development and Planning, Department of Health Services, Department of Law, and Treasurer, or any successor departments or officers thereof.

\*\*\*\*

§ A40-3. Procedure for redemption of property under Suffolk County Tax Act.

- K. [The foregoing regulations may be amended only by local law.] The foregoing regulations shall not apply to:
- (1) tax liens transferred to the Suffolk County Landbank Corporation via duly adopted resolution of the Suffolk County Legislature resulting in a deed from the Suffolk County Treasurer for Tax Delinquent Brownfield Sites; or
  - (2) deeds transferred by the Suffolk County Landbank Corporation to an entity in connection with Tax Delinquent Brownfield Sites; or
  - (3) deeds issued by the Suffolk County Treasurer directly to an entity after transfer of a tax lien to such entity by the Suffolk County Landbank

Corporation or judicial foreclosures of such liens in connection with Tax Delinquent Brownfield Sites.

L. The foregoing regulations may be amended only by local law.

**Section 3. Applicability.**

This law shall apply to all properties which were conveyed due to the nonpayment of taxes on or after the effective date of this law.

**Section 4. Severability.**

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

**Section 5. SEQRA Determination.**

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

**Section 6. Effective Date.**

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

DATED:

APPROVED BY:

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

Date:

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

# OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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



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

DATE: JULY 27, 2015

TO: CLERK OF THE COUNTY LEGISLATURE

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

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PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW TO REVISE SUFFOLK COUNTY'S REAL PROPERTY REDEMPTION PROCESS FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION

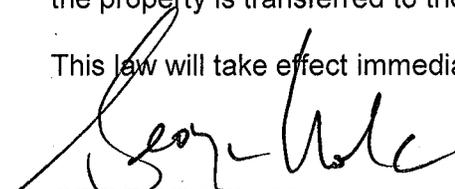
SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 7/27/2015 PUBLIC HEARING: 9/9/2015

DATE ADOPTED/NOT ADOPTED: \_\_\_\_\_ CERTIFIED COPY RECEIVED: \_\_\_\_\_

This proposed local law would prevent the prior owners of tax delinquent brownfield sites<sup>1</sup> from making an application to the County for a reconveyance pursuant to §A40-3 of the SUFFOLK COUNTY ADMINISTRATIVE CODE (often referred to as Local Law 16 sales) if the tax lien to the property is transferred to the Suffolk County Landbank Corporation.

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

  
GEORGE NOLAN  
Counsel to the Legislature

GN:js

s:\rule28\28-revise-real-property-redemption-process

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<sup>1</sup> "Brownfield site" is defined as real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant, as defined in 42 U.S.C. §9601.

COUNTY OF SUFFOLK



Steven Bellone  
SUFFOLK COUNTY EXECUTIVE

Department of  
Economic Development and Planning

Joanne Minieri  
Deputy County Executive and Commissioner

Division of Planning  
and Environment

July 27, 2015

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

Re: Reso-EDP-SCLBC-Exemption for Redemption Period

Dear Mr. Schneider:

Enclosed herewith for your approval is original copy of the proposed resolution with documentation pursuant to:

ADOPTING LOCAL LAW NO. 2015, A LOCAL LAW TO REVISE SUFFOLK COUNTY'S REAL PROPERTY REDEMPTION PROCESS FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION

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

Very truly yours,

Sarah Lansdale  
Director of Planning

Enclosures

cc: CE Reso Review (via e-mail)

**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.

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

Department Contact Person  
Sarah Lansdale  
853-5190

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Suggestion Involves:

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

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

The Suffolk County Landbank is a not-for-profit corporation established by the SC Legislature pursuant to Local Law No 18-2012 with the intent to take discretionary action with regard to vacant, abandoned, and tax delinquent properties that the County currently refrains from taking by tax deed (Brownfield Sites). Section A-40 of the Suffolk County Administrative code imposes a six month redemption period on properties taken by tax deed via Suffolk County's Division of Real Property Acquisition and Management, however the section does not specifically make reference to the law's applicability to tax deeds taken by the Suffolk County Landbank Corp. or its successors/assigns.

Additionally, imposing an additional six month redemption period on brownfield sites will serve to further diminish the value of these sites, many of which already require significant environmental remediation investment to be brought back to productive use. According to a report issued by the Northeast Midwest Institute, based on US EPA data, the average per-site cost for brownfield remediation is estimated at \$602,000.

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

This Local Law modifies Section A40-1 of the Suffolk County Administrative Code, to include definitions for Brownfield Site and Tax Delinquent Brownfield Site, as well as including in A40-3, language specifying the exemption from this six-month redemption period for tax-delinquent brownfield liens transferred to the Suffolk County Landbank Corp.

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PLEASE FILL IN REVERSE SIDE OF FORM

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

1. Type of Legislation		
Resolution _____	Local Law <input checked="" type="checkbox"/>	Charter Law _____
2. Title of Proposed Legislation ADOPTING LOCAL LAW NO. 2015, A LOCAL LAW TO REVISE SUFFOLK COUNTY'S REAL PROPERTY REDEMPTION PROCESS FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION		
3. Purpose of Proposed Legislation To clarify the applicability of the post-deed redemption period allowed under § A40-3 of Article XL, of the Suffolk County Administrative Code to reflect an exemption for properties transferred to or by the Suffolk County Landbank Corporation by tax deed or tax lien which is later converted to a tax deed.		
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  N/A		
9. Timing of Impact  N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Lansdale Director of Planning		7/27/15

*NTD*

7/28/15

## 2015 INTERGOVERNMENTAL RELATIONS

### MEMORANDUM OF SUPPORT

**TITLE OF BILL:** ADOPTING LOCAL LAW NO. 2015, A LOCAL LAW TO REVISE SUFFOLK COUNTY'S REAL PROPERTY REDEMPTION PROCESS FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION

**PURPOSE OR GENERAL IDEA OF BILL:** To clarify the applicability of the post-deed redemption period allowed under § A40-3 of Article XL, of the Suffolk County Administrative Code to reflect an exemption for properties transferred to or by the Suffolk County Landbank Corporation by tax deed or tax lien which is later converted to a tax deed.

**SUMMARY OF SPECIFIC PROVISIONS:** This law shall apply to all actions occurring on or after the effective date of this law.

**JUSTIFICATION:** Section 215 of New York County Law authorizes the County of Suffolk to establish policies and procedures for the disposition of real property acquired through tax default.

Local Law No. 18-2012 authorized the creation of the Suffolk County Landbank Corporation ("SCLBC") a not-for-profit corporation established pursuant to Article 16 of New York Not-For-Profit Corporation Law, with the intent to take discretionary action with regard to vacant, abandoned, and tax-delinquent properties that the County currently refrains from taking by tax deed, and could not otherwise dispose of by selling delinquent tax liens on such properties for less than the face amount of such tax liens.

§ A40-3 of the SUFFOLK COUNTY ADMINISTRATIVE CODE ("SCAC") sets forth procedures applicable to the redemption of real property acquired by Suffolk County pursuant to §46 of the Suffolk County Tax Act, title to which has vested in the County of Suffolk. SCAC §A40-3 is not applicable to the Suffolk County Landbank Corporation.

Due to the liabilities associated with many tax delinquent and environmentally contaminated properties ("Brownfields") the County may be unwilling or unable to take control of and redevelop these properties.

**FISCAL IMPLICATIONS:** There is no fiscal impact.

**UPDATED AS OF 7/27/15**

Intro Res. No. 1648 -2015

Laid on Table 7/28/2015

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW  
NO. -2015, A LOCAL LAW TO REVISE SUFFOLK  
COUNTY'S HARDSHIP CONVEYANCE OF PROPERTY  
PROCEDURE FOR TRANSFERS INVOLVING THE SUFFOLK  
COUNTY LANDBANK CORPORATION**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on XXX, XX, 2015, a proposed local law entitled, "**A LOCAL LAW TO REVISE SUFFOLK COUNTY'S HARDSHIP CONVEYANCE OF PROPERTY PROCEDURE FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION**"; now, therefore, be it

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

**LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW TO REVISE SUFFOLK COUNTY'S HARDSHIP CONVEYANCE  
OF PROPERTY PROCEDURE FOR TRANSFERS INVOLVING THE SUFFOLK  
COUNTY LANDBANK CORPORATION**

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

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that Section 215 of New York County Law authorizes the County of Suffolk to establish policies and procedures for the disposition of real property acquired through tax default.

This Legislature further finds that Local Law No. 18-2012 authorized the creation of the Suffolk County Landbank Corporation, a not-for-profit corporation established pursuant to Article 16 of New York Not-For-Profit Corporation Law with the intent to take discretionary action with regard to vacant, abandoned, and tax-delinquent properties that the County currently refrains from taking, and cannot dispose of by selling such delinquent tax liens for less than the face amount of such tax liens.

This Legislature further finds that Chapter 29 of the SUFFOLK COUNTY ADMINISTRATIVE LOCAL LAWS is applicable to real property, title to which has vested in the County of Suffolk by tax deed and is not applicable to the Suffolk County Landbank Corporation ("SCLBC") established pursuant to Article 16 of the New York Not-For-Profit Corporation Law.

This Legislature further finds and determines that due to the liabilities associated with many tax delinquent and environmentally contaminated properties ("Brownfields") and the cost of potential public health and safety mitigation, the County may be unwilling or unable to take control of and redevelop these properties.

This Legislature further finds that the post-deed redemption period allowed under Chapter 29 of the SUFFOLK COUNTY ADMINISTRATIVE LOCAL LAWS may devalue the property and may add additional time to the property remaining contaminated;

Therefore, the purpose of this law is to clarify the applicability of the hardship criteria for property redemption under Chapter 29 of the SUFFOLK COUNTY ADMINISTRATIVE LOCAL LAWS to reflect an exemption from post-deed redemption periods for properties transferred to the Suffolk County Landbank Corporation by tax deed or tax lien which is later converted to a tax deed.

**Section 2. Amendment.**

Section 29-2 and Section 29-4 of the SUFFOLK COUNTY ADMINISTRATIVE LOCAL LAWS is hereby amended to read as follows:

**CHAPTER 29, CONVEYANCE OF PROPERTY**

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§ 29-2. Definitions.

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

**APPLICANT**

The owner of record immediately preceding in time the tax deed held by the County of Suffolk, or an assignee, mortgagee or judgment creditor of such owner of record.

**BROWNFIELD SITE**

Real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant, as defined in 42 U.S.C § 9601 or as the definition may be amended.

\*\*\*\*

**LEGISLATURE**

The Suffolk County Legislature.

**TAX DELINQUENT BROWNFIELD SITE**

A Brownfield Site, which is tax delinquent, and has been designated a brownfield by the Suffolk County Brownfields Interagency Workgroup, consisting of representatives appointed by Suffolk County's Department of Economic Development and Planning, Department of Health Services, Department of Law, and Treasurer, or any successor departments or offices thereof.

\*\*\*\*

§ 29-4. Exemptions.

- A. If the Legislature fails to approve a resolution authorizing a conveyance for a vacant parcel located within the Suffolk County Pine Barrens Zone, as more particularly described in Exhibit A attached hereto, then such parcel shall not be disposed of by the County but shall be retained by the County for open space or watershed protection purposes.

- B. The rights and procedures set forth in Article I. of Chapter 29 of the Suffolk County Administrative Local Laws shall not apply to any application in connection with:
- (1) tax liens transferred to the Suffolk County Landbank Corporation via duly adopted resolution of the Suffolk County Legislature resulting in a deed from the Suffolk County Treasurer for Tax Delinquent Brownfield Sites; or
  - (2) deeds transferred by the Suffolk County Landbank Corporation to an entity in connection with Tax Delinquent Brownfield Sites; or
  - (3) deeds issued by the Suffolk County Treasurer directly to an entity after transfer of a tax lien to such entity by the Suffolk County Landbank Corporation or judicial foreclosures of such liens in connection with Tax Delinquent Brownfield Sites.

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**Section 3. Applicability.**

This law shall apply to all properties which were conveyed due to the nonpayment of taxes on or after the effective date of this law.

**Section 4. Severability.**

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

**Section 5. SEQRA Determination.**

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

**Section 6. Effective Date.**

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

DATED:



# OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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



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

DATE: July 27, 2015

TO: CLERK OF THE COUNTY LEGISLATURE

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

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PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW TO REVISE SUFFOLK COUNTY'S HARDSHIP CONVEYANCE OF PROPERTY PROCEDURE FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 7/27/2015 PUBLIC HEARING: 9/9/2015

DATE ADOPTED/NOT ADOPTED: \_\_\_\_\_ CERTIFIED COPY RECEIVED: \_\_\_\_\_

The proposed local law would prevent the prior owners of tax delinquent brownfield sites<sup>1</sup> from making an application to the County for a reconveyance pursuant to Chapter 29 of the Suffolk County Code (often referred to as the "Hardship Redemption Law") if the tax lien to the property is transferred to the Suffolk Landbank Corporation.

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

GEORGE NOLAN  
Counsel to the Legislature

GN:tm

s:\rule28\28-revise hardship process - brownfield site

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<sup>1</sup>"Brownfield site" is defined as real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance pollutant, or contaminant, as defined in 42 U.S.C. § 9601.

COUNTY OF SUFFOLK

IR No. 1648-2015



Steven Bellone  
SUFFOLK COUNTY EXECUTIVE

Department of  
Economic Development and Planning

Joanne Minieri  
Deputy County Executive and Commissioner

Division of Planning  
and Environment

July 27, 2015

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

Re: Reso-EDP-SCLBC-Hardship Exemption for Redemption Period

Dear Mr. Schneider:

Enclosed herewith for your approval is original copy of the proposed resolution with documentation pursuant to:

ADOPTING LOCAL LAW NO. 2015, A LOCAL LAW TO REVISE SUFFOLK COUNTY'S  
HARDSHIP CONVEYANCE OF PROPERTY PROCEDURE FOR TRANSFERS INVOLVING THE  
SUFFOLK COUNTY LANDBANK CORPORATION

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

Very truly yours,

Sarah Lansdale  
Director of Planning

Enclosures

cc: CE Reso Review (via e-mail)

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

1. Type of Legislation		
Resolution _____	Local Law <u>X</u>	Charter Law _____
2. Title of Proposed Legislation ADOPTING LOCAL LAW NO. 2015, A LOCAL LAW TO REVISE SUFFOLK COUNTY'S HARDSHIP CONVEYANCE OF PROPERTY PROCEDURE FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION		
3. Purpose of Proposed Legislation To clarify the applicability of the hardship criteria for property redemption under Chapter 29 of the Suffolk County Administrative Code Local Laws to reflect an exemption from post-deed redemption periods for properties transferred to the Suffolk County Landbank Corporation by tax deed or tax lien which is later converted to a tax deed.		
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  N/A		
9. Timing of Impact  N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Lansdale Director of Planning		7/27/15

*NTSOME*      7/28/15

**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  
Sarah Lansdale  
853-5190

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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    |  |

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

The Suffolk County Landbank is a not-for-profit corporation established by the SC Legislature pursuant to Local Law No 18-2012 with the intent to take discretionary action with regard to vacant, abandoned, and tax delinquent properties that the County currently refrains from taking by tax deed (Brownfield Sites). Chapter 29 of the Suffolk County Administrative Local Laws imposes an additional redemption period during which an applicant can reclaim a parcel of real property taken by tax deed via Suffolk County's Division of Real Property Acquisition and Management real property based on a hardship, however the section does not specifically make reference to the law's applicability to tax deeds taken by the Suffolk County Landbank Corp. or its successors/assigns. Additionally, imposing an additional hardship redemption period on brownfield sites will serve to further diminish the value of these sites, many of which already require significant environmental remediation investment to be brought back to productive use. According to a report issued by the Northeast Midwest Institute, based on US EPA data, the average per-site cost for brownfield remediation is estimated at \$602,000.

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

This Local Law modifies Section 29-2 of the Suffolk County Administrative Local Laws, to include definitions for Brownfield Site and Tax Delinquent Brownfield Site, as well as including in Section 29-6, language specifying the exemption from this hardship redemption period for tax-delinquent brownfield liens transferred to the Suffolk County Landbank Corp.

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PLEASE FILL IN REVERSE SIDE OF FORM

2015 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

**TITLE OF BILL:** ADOPTING LOCAL LAW NO. 2015, A LOCAL LAW TO REVISE SUFFOLK COUNTY'S HARDSHIP CONVEYANCE OF PROPERTY PROCEDURE FOR TRANSFERS INVOLVING THE SUFFOLK COUNTY LANDBANK CORPORATION

**PURPOSE OR GENERAL IDEA OF BILL:** To clarify the applicability of the hardship criteria for property redemption under Chapter 29 of the Suffolk County Administrative Code to reflect an exemption from post-deed redemption periods for properties transferred to the Suffolk County Landbank Corporation by tax deed or tax lien which is later converted to a tax deed.

**SUMMARY OF SPECIFIC PROVISIONS:** This law shall apply to all actions occurring on or after the effective date of this law.

**JUSTIFICATION:** Section 215 of New York County Law authorizes the County of Suffolk to establish policies and procedures for the disposition of real property acquired through tax default.

Local Law No. 18-2012 authorized the creation of the Suffolk County Landbank Corporation ("SCLBC") a not-for-profit corporation established pursuant to Article 16 of New York Not-For-Profit Corporation Law, with the intent to take discretionary action with regard to vacant, abandoned, and tax-delinquent properties that the County currently refrains from taking by tax deed, and could not otherwise dispose of by selling delinquent tax liens on such properties for less than the face amount of such tax liens.

Chapter 29 of the SUFFOLK COUNTY ADMINISTRATIVE LOCAL LAWS is applicable to real property, title to which has vested in the County of Suffolk by tax deed and is not applicable to the Suffolk County Landbank Corporation ("SCLBC") established pursuant to Article 16 of the New York Not-For-Profit Corporation Law.

Due to the liabilities associated with many tax delinquent and environmentally contaminated properties ("Brownfields") the County may be unwilling or unable to take control of and redevelop these properties.

The post-deed redemption period allowed under Chapter 29 of the SUFFOLK COUNTY ADMINISTRATIVE LOCAL LAWS may devalue the property and may add additional time to the property remaining contaminated.

**FISCAL IMPLICATIONS:** There is no fiscal impact.

1649

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

Laid on Table

7/28/15

**RESOLUTION NO. - 2015, REAPPOINT MEMBER TO THE  
SUFFOLK COUNTY BOARD OF ETHICS (LINDA A. SPAHR)**

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

**WHEREAS**, Linda Spahr's appointment to the Board of Ethics expired on June 26, 2015; now, therefore be it

**1st RESOLVED**, that, Linda A. Spahr, Esq. of Saint James, NY, is hereby reappointed to the Suffolk County Board of Ethics as the appointment of the Minority Leader, for a term of office to expire on June 26, 2018; and be it further

**2nd RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (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:

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

s:\res\--reappoint Spahr Board of Ethics

1649

**Linda A. Spahr**

**Saint James, New York 11780**

**SUFFOLK COUNTY ATTORNEY'S OFFICE**  
**Deputy Bureau Chief, Municipal Law Bureau**

**November 2007 to March 2011**

Supervised attorneys and support staff in execution of daily responsibilities. Negotiated contracts and inter-municipal agreements, advised various county departments, drafted legislation, wrote legal opinions, reviewed proposed laws, wrote permit applications, served as counsel to the following agencies:

- Suffolk County Sewer Agency
- Suffolk County Planning Commission
- Suffolk County Board of Health
- Environmental Trust Review Board
- Suffolk County Farmland Committee
- Council on Environmental Quality

**NYS OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION**  
**Long Island Deputy Regional Director & Counsel**

**August 2001 to June 2007**

Provided overall direction for day-to-day operation and administration of a park system comprised of more than 25 facilities, employing 1500 permanent and seasonal employees, serving more than 20 million visitors a year. Areas of direct responsibility:

- Labor relations, personnel management, human resources, misconduct, discipline, negotiations & grievance resolution
- Water safety office & 485 lifeguards at seven facilities including ocean, still water and pools with 13 million annual visitors
- Business/ finance office and capital facilities management office, including development of budgets and spending plans for personal services, non-personal services and capital expenditures
- Organizational development, succession planning, training & staff development
- Affirmative Action, workplace investigations of discrimination, harassment, human rights & EEOC violations
- Coordination of litigation involving downstate regions, assessment of liability issues, subpoena & FOIL response
- Supervision of environmental programs, land management, damage mitigation and parkland encroachments
- Negotiation, drafting & administration of licenses, leases, cooperative agreements, easements and permits
- Patron services, interpretive programs, school & community outreach, volunteer & civic agreements

**NATIONAL INSTITUTE OF JUSTICE, UNITED STATES JUSTICE DEPARTMENT**  
**Contract Consultant**

**1994 to 2007**  
**(Intermittent)**

Provide confidential practitioner review & professional pre-publication critiques of federally funded criminal justice studies

**SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE**  
**Assistant District Attorney**

**August 1980 to August 2001**

**Bureau Chief, Environmental Crime Unit (1990-2001)**

- Formulated and implemented enforcement initiatives to address hazardous waste violations; illegal solid waste facilities; environmental fraud; dangerous worksites and crimes affecting integrity of regulatory programs
- Supervised investigations, coordinated interagency resources and supported remediation and civil enforcement programs. Developed investigative and prosecution environmental crime fighting strategies that became national models
- Planned, taught and managed environmental enforcement and weapons of mass destruction training for local, state, federal, and international agencies
- Drafted and provided comment on legislation, representing district attorneys on environmental issues, meeting with elected representatives and staffs; advised legislators and officials on development of laws and procedures to protect natural resources; testified before agencies and legislative bodies; participated in state, national and international policy development

**Deputy Bureau Chief, Rackets Bureau (1988-1990) and Various Specialized Bureaus (1980-1988)**

- Supervised investigations & prosecutions by approximately fifty detectives and attorneys
- Conducted investigations and prosecutions related to finance, fraud, government services, official corruption, theft of public funds, tax evasion, professional misconduct and other complex crimes
- Oversaw wiretaps, search warrants, multi-jurisdictional litigation

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**National Academy Instructor**

**1995 to 2000  
(Intermittent)**

Taught environmental law & criminal investigation to enforcement professionals at Federal Law Enforcement Training Center

**EDUCATION**

B.A., *cum laude*, Hofstra University (1976)

J.D., Hofstra University School of Law (1979)

Admitted to practice law in New York State, various Federal Courts and United States Supreme Court

Linda A. Spahr

Saint James, New York 11780  
(631)

## Professional Activities

### PUBLICATIONS

*Environmental Self-Audit Privilege: The Straw That Breaks the Back of Criminal Prosecutions*, VII Fordham Environmental Law Journal, Symposium 1998 Number 3

*The Grave, But Unintended Consequences of Audit Privilege Laws*, The Environmental Corporate Counsel Report, January 1997

*Opening Statements*, Chapter 13, New York Criminal Practice Handbook, Second Edition, New York State Bar Association (1998)

*Local Enforcement: A Fundamental Component of Environmental Compliance*, Conference Proceedings Volume I, Fifth International Conference on Environmental Compliance and Enforcement (Monterey, California, USA, November 14-18, 1998)

*Summary of Workshop: Illegal Shipments of Dangerous Chemicals Including Pesticides*, Conference Proceedings Volume II, Fifth International Conference on Environmental Compliance and Enforcement (Monterey, California, USA, November 14-18, 1998)

*Summary of Workshop: Small and Medium Enterprises Compliance and Enforcement Strategies*, Conference Proceedings Volume II, Fifth International Conference on Environmental Compliance and Enforcement (Monterey, California, USA, November 14-18, 1998)

*Summary of Regional Meeting: Africa and West Asia/Middle East—Building Regional and Global Networks*, Conference Proceedings Volume II, Fifth International Conference on Environmental Compliance and Enforcement (Monterey, California, USA, November 14-18, 1998)

*Will Work as Evidence, With Common Sense*, in The Forum Debate "From Pens to Bytes: Can Electronic Reporting and Record-Keeping Work?" September/October 1999 Environmental Forum, Vol. 16, No. 5

*One Prosecutor's Opinion: Good News in the Arena of Environmental Self-Audit Privilege Bills*, American Prosecutors Research Institute, Environmental Newsletter, 1999

### APPOINTMENTS

Member, Board of Directors, EPA National Enforcement Training Institute (NETI)

National Academy Instructor, Federal Law Enforcement Training Center (1995-2000)

Member, Environmental Enforcement Advisory Committee, New York State Department of Environmental Conservation

Member, Environmental Protection Committee, National District Attorneys Association

Chair, Environmental Subcommittee, NYS District Attorneys Association

Member, Central Pine Barrens Joint Planning & Policy Commission, Law Enforcement Council

Member, Environmental Protection Agency, Office of Criminal Enforcement, Forensics & Training, State and Local Committee

Contract consultant, U.S. Department of Justice, National Institute of Justice (current)

U.S. Delegate, Fifth International Conference on Environmental Compliance and Enforcement

## **TESTIMONY**

Congress of the United States, House of Representatives, Committee on Commerce, Subcommittee on Oversight and Investigations, Hearing on Environmental Audits and the Federal-State Relationship, testified on behalf of the New York State District Attorneys Association, March 17, 1998

Virginia Senate Committee on Agriculture, Conservation and Natural Resources, Richmond, Virginia, testified on behalf of the National District Attorneys Association, February 1995

United States Environmental Protection Agency, Hearing on proposed Environmental Self-Audit Legislation, San Francisco, California, testified on behalf of the New York State District Attorneys Association, January 1995

## **INTERNATIONAL ENFORCEMENT POLICY AND DEVELOPMENT**

*Fifth International Conference on Environmental Compliance and Enforcement*, United States Environmental Protection Agency/ Ministry of Housing, Spatial Planning and the Environment, The Netherlands/ United Nations Environment Programme/ European Commission/ Environmental Law Institute/ Environment Canada/ The Environment Agency, England and Wales/ The World Bank, Monterey, California, USA, as a delegate for the United States, November 16-20, 1998

*Investigation and Prosecution of Illegal Transportation and Disposal of Hazardous Waste in Malaysia*, United States-Asia Environmental Partnership (US-AEP), Kuala Lumpur, Malaysia, developed and delivered training for Malaysia Department of Environment (DOE), July 6-15, 2000

## **CRIMINAL JUSTICE POLICY DEVELOPMENT**

*Working Group Meeting on Voluntary Compliance*, United States Environmental Protection Agency, Washington, D.C., October 6, 1994. Invited presenter, representing the New York State District Attorneys Association.

*National Environmental Crimes Enforcement Conference*, United States Environmental Protection Agency/ Office of the Florida State Attorney, 11<sup>th</sup> Judicial District, Miami, Florida, December 3, 1997. Invited presenter. "Local Environmental Criminal Enforcement Programs: Suffolk County District Attorney's Office"

*Protecting Public Health and the Environment through Innovative Approaches to Compliance* (Plenary Panel speaker), Washington, D.C., January 26, 1999. Invited participant, sponsored by United States Environmental Protection Agency.

*Symposium on Legal Implications of Electronic Reporting*, Environmental Law Institute/United States Environmental Protection Agency, Washington, D.C., June 23-25, 1999

*Forum on Deterrence of Environmental Violations and Environmental Crime*, Washington, DC, July 12-13, 1999. Invited participant. Sponsored by National Institute of Justice, United States Department of Justice and United States Environmental Protection Agency,

*Weapons of Mass Destruction: The Law Enforcement Role*, Upton, New York, January 20-21, 2000. Member of planning group for this pre-9/11 program attended by several hundred state and federal law enforcement officials. Sponsored by: New York Prosecutors Training Institute, Suffolk County District Attorney; Suffolk County Police Department, Federal Bureau of Investigation, Division of Criminal Justice Services. Presenter: "Federal and State Crimes: Chemical, Biological and Radiological Weapons"

## **PUBLIC POLICY DEBATE ON AUDIT PRIVILEGE LAWS**

*Environmental Law Section Legislative Forum*, Albany, New York, April 1995, sponsored by New York State Bar Association. Presentation: "Opposition Argument to Audit Privilege Bills"

*Environmental Law Journal Symposium: Recent Developments in Environmental Crime*, New York, NY, February 29, 1996, sponsored by Fordham University School of Law. Presentation: "Environmental Self-Audit Privilege: The Straw That Breaks the Back of Criminal Prosecutions."

*Seminar on Environmental Auditing*, New York, New York, March 26, 1996, sponsored by Environmental Law Institute/Kelly Drye & Warren. Presentation: "Environmental Self-Audit Privilege Legislation—Impact on Environmental Crime Investigations"

*Conference on Key Environmental Issues in EPA Region II*, New York, NY, June 28, 1996, sponsored by American Bar Association, New York State Bar Association, New York City Bar Association, New Jersey Bar Association, USEPA Region II. Presentation: "The Grave, But Unintended Consequences of Audit Privilege Laws"

*Northeast Environmental Enforcement Project (NEEP) Membership Meeting*, Manchester, New Hampshire, October 3, 1996. Presentation: "Surviving Audit Privilege Laws: Lessons for Law Enforcement"

*The 9<sup>th</sup> Environmental Corporate Counsel Institute*, New York, New York, November 7, 1996, sponsored by Business Development Associates. Presentation: "The Grave, But Unintended Consequences of Audit Privilege Laws"

## **CLE INSTRUCTOR**

"Using Traditional Investigative Techniques in Environmental Crime Cases," National College of District Attorneys/National District Attorneys Association, *National Conference on the Prosecution of Environmental Crime*, Phoenix, Arizona, April 1993

"Additional Investigative Techniques," National College of District Attorneys/National District Attorneys Association, *National Conference on the Prosecution of Environmental Crime*, Charleston, South Carolina, May 1994

"Documentary Evidence," National College of District Attorneys/National District Attorneys Association, *National Conference on the Prosecution of Environmental Crime*, Charleston, South Carolina, May 1994

Debate on Sexual Harassment & Gender Bias in the Legal Profession, Suffolk County Bar Association/Suffolk Academy of Law/ Suffolk County Women's Bar Association, Hauppauge, New York, March, 1995

"Sting Operations and Undercover Environmental Investigations," California District Attorneys Association, *Advanced Environmental Violations Seminar*, Monterey, California, June 21, 1996

"Developing Probable Cause for Search Warrants," New York Prosecutors Training Institute/ New York State District Attorneys Association, *Conference on the Investigation and Prosecution of Environmental Crime in New York State*, Hauppauge, New York, October 31, 1996

"Emerging Issues in Environmental Crime," National District Attorneys Advocacy Center, *Preparing Prosecutors for the New Millennium*, Columbia, South Carolina, September 17, 1998

"Case Management," Suffolk County District Attorney's Office, *Mandatory Continuing Legal Education*, Suffolk County, New York, February 3, 1999

"Legal Issues Relating to Undercover Investigations & Additional Evidentiary Issues in Environmental Crime Cases," New York Prosecutors Training Institute/New York State District Attorneys Association, *Environmental Crime Prosecution & Investigation*, Syracuse, New York, August 10-12, 1999

"New York State Laws," New York Prosecutors Training Institute/New York State District Attorneys Association, *Terrorism and Other Major Felonies Involving Weapons of Mass Destruction*, Syracuse, New York, August 2-3, 2000

**NATIONAL ACADEMY INSTRUCTOR, UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

Federal Law Enforcement Training Center, Glynco, Georgia

Practical Exercise Facilitator, December 4-8, 1995

Lecture: "Parallel Proceedings," presented March 11, 1997; June 22, 1997

Lecture: "Federal and State Environmental Criminal Laws," presented March 11, 1997; June 22, 1997; October 20, 1997; February 2, 1998; May 11, 1998; September 21, 1998; January 25, 1999; March 22, 1999; September 13, 1999; March 7, 2000

**PRESENTER—ENVIRONMENTAL ENFORCEMENT PROGRAMS**

"Selected Legal Issues in Environmental Crime Prosecutions," *Statewide Environmental Crime Training for Government Employees*, Hauppauge, New York, October 1990

"Local Law Enforcement: Getting Started," *Niagara County Environmental Crime Seminar*, Buffalo, New York, June 1993

"Finding the Cases," *New York State District Attorneys Association/Pace University School of Law Environmental Crime Training Program*, Westchester, New York, June 1994

"Environmental Crime: New Priorities," *Institute of Business Law Environmental Regulation in New York*, New York, New York, May 1995

"Clean Water Act Violations Based on Discharges into Publicly Owned Treatment Works," *Statewide Environmental Law Enforcement Coordinating Taskforce*, New York, New York, May 22, 1997

"Special Legal Concerns: Fourth Amendment," *Northeast Environmental Enforcement Project, Basic Environmental Enforcement Training Course*, Albany, New York, June 4, 1997

"Direct Case Strategies and Issues," *Northeast Environmental Enforcement Project, Prosecutors Training Course*, Ithaca, New York, August 11-12, 1997

"Accusatory Instruments and Search & Seizure Principles," *New York State Department of Environmental Conservation Region I, Law Enforcement In Service Training*, Stony Brook, New York, September 10, 1997

Intro. Res. No. 1650-15  
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 7/28/15

**RESOLUTION NO. , ACCEPTING GRANT FUNDS IN CONNECTION WITH THE 2012-2013 LOCAL GOVERNMENT EFFICIENCY GRANT PROGRAM TO EVALUATE WASTEWATER OPERATIONS IN SUFFOLK COUNTY**

**WHEREAS**, the State Budget has appropriated \$4 million to the New York State Department of State for direct assistance to local government for the Local Government Efficiency Grant Program (LGE); and

**WHEREAS**, New York State established the LGE Grant Program "to assist local leaders with identifying best practices and implementing actions to reduce municipal expenses and increase efficiencies in local service delivery..."; and

**WHEREAS**, as demonstrated by the work of the Blue Ribbon Panel on Sewer Districts, Suffolk County is committed to examining its current system of delivery of Wastewater Treatment through 22 Municipal Sewer Districts; and

**WHEREAS**, Suffolk County is seeking economies of scale, uniformity and equity among the 22 municipal districts and would use the LGE Grant to find new opportunities for financial savings and operational efficiencies; now, therefore be it

**WHEREAS**, Resolution No 204-2013 authorized the Suffolk County Department of Economic Development and Planning to apply to the New York Department of State Local Government Efficiency Grant Program in order to evaluate wastewater operations in Suffolk County; now, therefore be it

**WHEREAS**, the New York Department of State has awarded Suffolk County \$25,000 in funding for the Operational Consolidation of 22 Sewer Districts; now, therefore be it

**WHEREAS**, the County of Suffolk hereby pledges and commits to provide a 10 percent match of the State grant funds awarded pursuant to this program, in an amount not to exceed five thousand dollars (\$5,000); and be it further

**1<sup>st</sup> RESOLVED**, that the Suffolk County Department of Economic Development and Planning is hereby authorized, empowered and directed to accept grant funds from the New York Department of State Local Efficiency Grant Program in order to evaluate wastewater operations in Suffolk County; and be it further

**2<sup>nd</sup> RESOLVED**, that the Suffolk County 2015 Operating Budget has available funding to cover the 10% match of \$2,500; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept said State Aid as follows:

**REVENUE:**

**AMOUNT**

001-EXE-3060-State Aid: Local Govt. Efficiency Grant

\$25,000

**ORGANIZATIONS:**

**AMOUNT**

Suffolk County Executive  
**Local Government Efficiency Grant**

001-EXE- 1230-4560 Fees for Services

\$25,000

and be it further

**5th** **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this Project constitutes a Type II action, pursuant to Section 617.5 (C) (18), (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation <b>ACCEPTING GRANT FUNDS IN CONNECTION WITH THE 2012-2013 LOCAL GOVERNMENT EFFICIENCY GRANT PROGRAM TO EVALUATE WASTEWATER OPERATIONS IN SUFFOLK COUNTY</b>		
3. Purpose of Proposed Legislation SAME AS ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>      </u> No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.  N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact  N/A		
10. Typed Name & Title of Preparer Neil Toomb Intergovernmental Relations Coordinator	11. Signature of Preparer 	12. Date 7/27/15/15

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

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

**COMBINED**

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

**NOTES:**

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



STATE OF NEW YORK  
**DEPARTMENT OF STATE**  
ONE COMMERCE PLAZA  
99 WASHINGTON AVENUE  
ALBANY, NY 12231-0001

ANDREW M. CUOMO  
GOVERNOR

CESAR A. PERALES  
SECRETARY OF STATE

December 19, 2013

Dorian Dale, Director of Sustainability  
Suffolk County  
H. Lee Dennison Building  
100 Veterans Hwy  
Hauppauge, NY 11788

Dear Mr. Dale:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

In recognition of the link between lower property taxes and economic development, this year, the Local Government Efficiency Grant program was included in the CFA solicitation cycle. I am pleased to announce that the New York Department of State will be able to provide \$25,000 in funding for the Operational Consolidation of 22 Sewer Districts. We anticipate that this project will have a positive impact on your efforts to reduce local expenses and increase efficiencies.

Over the next few weeks, your regional project manager will be in contact with you to discuss the development of the contract and work program. This representative will be assigned to work with you throughout the contract process. In the meantime, if you have any questions, please call (518) 473-3355 to speak with Kyle Wilber, the Local Government Efficiency Program Manager, for assistance.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Cesar A. Perales".

Cesar A. Perales  
Secretary of State

cc. Suffolk County Sewer Agency

**RESOLUTION NO. 204 -2013, AUTHORIZING EMPOWERING AND DIRECTING THE SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING TO FILE A GRANT APPLICATION PURSUANT TO THE NEW YORK STATE 2012-2013 LOCAL GOVERNMENT EFFICIENCY GRANT PROGRAM TO EVALUATE WASTEWATER OPERATIONS IN SUFFOLK COUNTY**

**WHEREAS**, the State Budget has appropriated \$4 million to the New York State Department of State for direct assistance to local government for the Local Government Efficiency Grant Program (LGE); and

**WHEREAS**, New York State established the LGE Grant Program "to assist local leaders with identifying best practices and implementing actions to reduce municipal expenses and increase efficiencies in local service delivery..."; and

**WHEREAS**, as demonstrated by the work of the Blue Ribbon Panel on Sewer Districts, Suffolk County is committed to examining its current system of delivery of Wastewater Treatment through 22 Municipal Sewer Districts; and

**WHEREAS**, Suffolk County is seeking economies of scale, uniformity and equity among the 22 municipal districts and would use the LGE Grant to find new opportunities for financial savings and operational efficiencies; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the Suffolk County Department of Economic Development and Planning is hereby authorized, empowered, and directed to apply to the New York Department of State Local Efficiency Grant Program in order to evaluate wastewater operations in Suffolk County; and be it further

**2<sup>nd</sup>** **RESOLVED**, that the County of Suffolk hereby pledges and commits to provide a 10 percent match of any State grant funds obtained pursuant to this program, in an amount not to exceed five thousand dollars (\$5,000) and be it further

**3<sup>rd</sup>** **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this Project constitutes a Type II action, pursuant to Section 617.5 (C) (18), (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED: March 19, 2013

APPROVED BY:

Steven Bellone  
County Executive of Suffolk County

Date: March 21, 2013

1651  
Intro. Res. No. -2015

Laid on Table

7/28/15

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. - 2015, AUTHORIZING A LEASE AGREEMENT FOR USE OF A PORTION OF COUNTY PREMISES LOCATED AT COUNTY CENTER, 300 CENTER DRIVE, RIVERHEAD, NEW YORK BY HUDSON RIVER HEALTHCARE, INC. (HRHCare)**

**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 Suffolk County Health Center at Riverhead, New York; and

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

**WHEREAS**, the transition of the Suffolk County Health Center at Riverhead to a FQHC operated by HRHCare shall maintain continuity of care to patients and will expand services in compliance with FQHC program requirements; and

**WHEREAS**, HRHCare has expressed its desire to enter into a lease agreement with the County for the use of a portion of the premises located at the County Center, 300 Center Drive, Riverhead, New York to enable HRHCare to operate without a loss in accordance with federal requirements and to facilitate the seamless transition of the Health Center; and

**WHEREAS**, said lease shall be for a duration of fifteen (15) years commencing on or about November 2, 2015, in exchange for the in-kind health care services that HRHCare provides to the County's underserved populations; and

**WHEREAS**, the Space Management Steering Committee has reviewed this application and recommended the approval of a Lease at its July meeting; now, therefore be it

**1<sup>st</sup> 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; and be it further

**2<sup>nd</sup> RESOLVED**, that the County Executive be and hereby is authorized to execute a lease agreement for fifteen (15) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed hereto.

DATED:

APPROVED BY:

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County Executive of Suffolk County

Date of Approval:

HSV #32-2015

**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 Authorizing the lease agreement for use of a portion of county premises located at County Center, 300 Center Drive, Riverhead, New York by Hudson River Healthcare, Inc. (HRHCare).		
3. Purpose of Proposed Legislation This legislation is needed to authorize a lease agreement with Hudson River Healthcare, Inc. for a portion of the premises located at 300 Center Drive, Riverhead, New York. This lease is related to the transfer of health center operations to HRHCare to run the Riverhead Health Center in Riverhead as a Federally Qualified Health Center (FQHC).		
4. Will the Proposed Legislation Have a Fiscal Impact?    YES <u>  </u> NO <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact 2015		
10. Typed Name & Title of Preparer <i>Liza Wright</i> <i>Sr. Budget Analyst</i>	11. Signature of Preparer <i>Liza Wright</i>	Date <i>1/24/15</i>

1651

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LEASE AGREEMENT

COUNTY OF SUFFOLK

Landlord

and

HUDSON RIVER HEALTHCARE, INC.

Tenant

Date for Reference Purposes: September 1, 2015

Premises: Suffolk County Health Center at Riverhead  
A portion of the County Center, 300 Center Drive  
New York 11901

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DRAFT

**LEASE BETWEEN COUNTY OF SUFFOLK AND  
HUDSON RIVER HEALTHCARE, INC.**

**THIS LEASE** ("**Lease**") is made as of the      day of      , 2014, between the **COUNTY OF SUFFOLK** ("**County**"), a municipal corporation of the State of New York, having its principal office at the County Center in Riverhead, New York, 11901, acting through its duly constituted **DEPARTMENT OF PUBLIC WORKS** ("**Department**"), located at 335 Yaphank Avenue, Yaphank, New York 11980 on behalf of the **DEPARTMENT OF HEALTH SERVICES** ("**DHS**"), located at 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739-9006, and **HUDSON RIVER HEALTHCARE, INC.** ("**HRH**"), a New York not for profit corporation licensed to operate under Article 28 of the New York Public Health Law with a principal office at 1200 Brown Street, Peekskill, New York 10566. The County and HRH may collectively be referred to as the "**Parties**" and each, individually, as a "**Party**."

**WITNESSETH:**

**WHEREAS**, the County has selected HRH, to establish, maintain, and operate a Federally Qualified Health Center ("**FQHC**") at the Suffolk County Health Center at Riverhead, located at County Center, 300 Center Drive, Riverhead, New York 11090; S.C. Tax Map No. @ (the "**Center**") as part of a plan to provide better and more comprehensive care to residents in the area with less net cost to the County. An FQHC receives federal grant support from the Health Resources Services Administration within the United States Department of Health and Human Services pursuant to Section 330 of the Public Service Act;

**NOW THEREFORE**, the County and HRH, in consideration of the mutual covenants contained herein hereby enter into this Lease upon the terms, covenants, and conditions set forth below.

**SECTION 1.                      DESCRIPTION**

*Section 1.01* County hereby leases to HRH approximately 14,466 square feet of space in the building (the "**Building**") located at County Center, 300 Center Drive, Riverhead, New York 11090, known as the Suffolk County Health Center at Riverhead, as shown on the floor plan attached hereto as **Exhibit A** (the "**Premises**"), together with all related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein and used in the operation of the Suffolk County Health Center at Riverhead b.

*Section 1.02* The County shall continue to use approximately office space located at the Premises for County staff and equipment to operate the Women, Infants and Children's ("**WIC**") Nutrition Program at this location, as shown on **Exhibit A**, or as otherwise mutually agreed to by the Parties (the "**County Reserved Space**"), together with such areas of the Premises as may be designated by HRH for the shared common use of both HRH and the County including, without limitation, parking areas, bathrooms, access ways, waiting room, and kitchen areas (collectively, the "**County Shared Space**"). The County Reserved Space is accepted by the County in its present, "AS IS" condition on the date of this Lease. The County agrees to abide by the reasonable rules and regulations from time to time established by HRH concerning the use of the County Shared Space relating to days and hours of operations, access, parking, security and other similar matters that require coordination between HRH and the County. In no event shall HRH be responsible for maintenance, repair and/or janitorial service in respect of the County Reserved Space to the extent any such maintenance, repair and/or janitorial service is required as a result of the County's misuse of the County Reserved Space and, in such event, the County shall be responsible at its sole cost and expense for any such maintenance, repair and/or janitorial service. In no event shall HRH's

obligation for maintenance and/or repair of the County Reserved Space exceed HRH's obligation for maintenance and/or repair of the balance of the Premises as in this Lease provided.

## **SECTION 2.            PURPOSE**

*Section 2.01* The Parties hereto acknowledge that the County is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Suffolk County Resolution No. \_\_\_\_\_-2015, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Resolution**"), that the Resolution is incorporated herein by reference, and further that HRH has examined the Resolution. HRH acknowledges and agrees to use the Premises (with the exception of the County Reserved Space) for the sole purpose of establishing and operating an FQHC (the "**Permitted Use**").

*Section 2.02* HRH shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof (with the exception of the County Reserved Space) to be used, occupied, maintained or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein (with the exception of the County Reserved Space), which would in any way (a) violate any term, covenant or condition of this Lease, (b) violate any restrictive covenant, operating covenant, encumbrance or easement recorded as of the date of this Lease and affecting the Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable, (e) cause physical damage to the Premises or any part thereof, beyond normal wear and tear of the Premises, to the extent such damage could reasonably have been anticipated and is not repaired in accordance with the terms of this Lease, (f) permit the excess accumulation of waste or refuse matter above that accumulated in the permitted use of the Premises (g) constitute a public or private nuisance.

For the purpose of this Lease and all agreements supplemental to this Lease, the term "**Legal Requirements**" shall mean all laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, and all requirements, obligations and conditions of all instruments of record which may be applicable to the Premises or any part thereof or the sidewalks, curbs, or areas adjacent thereto.

*Section 2.03* The Premises is owned by the County of Suffolk and is operated as a center for health care services for the benefit of the public and in furtherance of health service goals, and as such, are under the exclusive jurisdictional control (subject to SEQR and NYS Environmental Conservation Law and related codes, rules and regulations) of the County, regardless of whether the County, a County contractor or a private entity is providing those health care services. The County is responsible for conducting all reviews and inspections and for the issuance of all approvals and permits in connection with the construction of capital improvements on County properties including, without limitation, the Premises.

*Section 2.04* HRH agrees to protect, defend, indemnify and forever save and keep harmless the County, its agents, servants, officials, and employees from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of Legal Requirements occasioned by any act, neglect or omission of the HRH, its employees, servants, agents or volunteers in connection with this Lease and/or use of the Premises. Anything contained herein to the contrary notwithstanding, in no event shall HRH be required to provide indemnification in respect of any matter for which indemnification is provided under this **Section 2** to the extent relating to or arising out of the misconduct, omissions, or negligence of the County, its

agents, servants, officials, and employees, or to the extent compliance with such Legal Requirements is the responsibility of the County under this Lease.

*Section 2.05* HRH shall, at its sole cost and expense, duly procure and thereafter maintain throughout the term any and all required governmental licenses, permits and/or certificates required for the proper and lawful conduct in the Premises of an Article 28 licensed facility pursuant to New York State Public Health Law and a FQHC.

*Section 2.06* Notwithstanding anything to the contrary set forth in this Section 2, the County represents and warrants to and for the benefit of HRH, as follows: (i) there are no Legal Requirements that would limit the use and occupancy of the Premises for the Permitted Use, the instruments recorded against the Center, if any, do not and will not impose any affirmative obligation on HRH, and all approvals which may be required pursuant to any such recorded instruments have been obtained; (ii) the Premises may, throughout the term of this Lease, be used and occupied by HRH for the Permitted Use; (iii) all work heretofore performed in respect of the Premises was performed in accordance with (or to the standards mandated by) Legal Requirements; (iv) the Premises were constructed in accordance with applicable requirements of the Americans with Disabilities Act and, with the exception of compliance with the Americans with Disabilities Act, the Premises presently comply with all Legal Requirements; and (v) all utilities and systems serving the Premises are in good working order as of the Commencement Date.

### **SECTION 3. TERM**

*Section 3.01* The term of this Lease ("**Term**") and HRH's obligations hereunder shall commence on or about [REDACTED], 2015, on the date that is one (1) day after the date on which the County delivers possession of the Premises for use by HRH in connection with the operation of a health center (the "**Commencement Date**"), and subject to the condition that the County and HRH shall have entered into a separate Community Benefit Grant Contract with the County, relating to operations at the Premises for the first five (5) years of the Term.

*Section 3.02* The Term shall expire on [REDACTED], 20 [REDACTED] ("**Expiration Date**") or on such earlier date that this Lease may terminate or expire as provided for herein; provided, however, that if such date does not fall on a Business Day, then this Lease shall end on the next preceding Business Day.

For the purposes of this Lease and all agreements supplemental to this Lease, the term "Business Days" shall mean any day except a Saturday, a Sunday or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

### **SECTION 4. RENT**

*Section 4.01* HRH agrees to provide to the County in-kind consideration in the form of establishment, maintenance and operation of an Article 28 licensed facility pursuant to New York State Public Health Law and a FQHC on the Premises. With the exception of "Expenses," defined below in *Section 4.04*, no other rent shall be paid by HRH during the Term, except as expressly otherwise provided in this Lease.

*Section 4.02* It is understood by the parties that HRH will be operating the Premises as a Health Center pursuant to Article 28 of the New York Public Health Law and is a FQHC pursuant to Section 330 of the Public Health Service Act pursuant to a contract with the County. In the event of a default under that contract by HRH that results in a termination of that contract or in the event that contract is terminated irrespective of any action by HRH, HRH may terminate this Lease on written

notice to the County or continue to operate the Health Center. In the event the termination of the contract was due to HRH's default, or in the event HRH ceases its operation of the Premises as an Article 28 licensed facility pursuant to New York State Public Health Law and as an FQHC at any time after the expiration of the contract, HRH shall, in the event it determines to continue to occupy the Premises in accordance with this Lease, pay to the County the Fair Market Rental Value, as defined in *Section 4.03*, of the Premises, as determined by the County. In the event HRH elects to terminate this Lease in accordance with this *Section 4.02*, this Lease shall terminate on the date therefor set forth in HRH's notice and, thereafter, neither party shall have any further obligation under this Lease, except as herein expressly set forth to the contrary.

- Section 4.03* a. For purposes of this Lease "**Fair Market Rental Value**" means the fixed rent that a willing lessee would pay and a willing lessor would accept for the Premises for the balance of the Term, determined as of the date that is immediately prior to an election by HRH, pursuant to *Section 4.02* above, to continue to occupy the Premises, taking into account all reasonably relevant factors. In the event that HRH does not agree on the Fair Market Rental Value determined by the County's Appraiser (as hereinafter defined) within fifteen (15) days of receipt of notice of such Fair Market Rental Value, then HRH may appoint an Appraiser and shall notify the County in writing of the name and address of the Appraiser so chosen. For purposes of this Lease, "**Appraiser**" shall mean a licensed M.A.I. Appraiser doing business in Suffolk County and having not less than ten (10) years of active experience as a real estate appraiser of commercial property in Suffolk County.
- b. The Appraiser so chosen shall prepare a written appraisal setting forth such Appraiser's determination of the Fair Market Rental Value and provide such Appraiser's written determination of Fair Market Rental Value to the County within thirty (30) days. If the Appraiser does not timely submit its determination, then the Fair Market Rental Value as determined by the County's Appraiser shall be conclusive and binding upon HRH.
- c. The Fair Market Rental Value specified by County's Appraiser shall herein be called "**County's Submitted Value**" and the Fair Market Rental Value specified by HRH's Appraiser shall herein be called "**HRH's Submitted Value**." If the higher determination of the Fair Market Rental Value is not more than one hundred five percent (105%) of the lower determination of the Fair Market Rental Value, then the County's Submitted Value shall be deemed to be the Fair Market Rental Value. If, however, the higher determination is more than one hundred five percent (105%) of the lower determination, then within ten (10) Business Days after the date the Appraiser submitted its Fair Market Rental Value determination, the County and HRH shall together appoint an Appraiser (the "**Final Appraiser**"). If the parties do not so agree within such ten (10) Business Day period, then either party, on behalf of both and on notice to the other, may request such appointment by the Suffolk County office of the American Arbitration Association (or any successor organization thereto; the "**AAA**") in accordance with its rules then prevailing or if the AAA shall fail to appoint said Final Appraiser within fifteen (15) Business Days after such request is made, then either party may apply, on notice to the other, to the Supreme Court, Suffolk County, New York (or any other court having jurisdiction and exercising functions similar to those now exercised by said Court) for the appointment of such Final Appraiser. Within ten (10) Business Days after the appointment of such Final Appraiser, the County and HRH shall submit their respective Submitted Values to such Final Appraiser. Such Final Appraiser shall, within fifteen (15) Business Days after the

end of such ten (10) Business Day period, select either County's Submitted Value or Lessee's Submitted Value as the Fair Market Rental Value and send copies of his or her determination promptly to both County and HRH specifying whether County's Submitted Value or HRH's Submitted Value shall be the Fair Market Rental Value, and such determination of such third Appraiser shall be conclusive and binding on County and HRH.

- d. The Appraisers shall not have the authority to amend, modify, or rescind this Lease or any of the terms, covenants or conditions hereof and shall not have the authority to extend the time limits established in this Lease for the determination of any question in dispute.
- e. Each party shall pay the fees and expenses of the original Appraiser appointed by or on behalf of such party; and the fees and expenses of the Final Appraiser, if any, shall be borne equally by both parties.
- f. In the event that HRH does not agree on the Fair Market Rental Value first determined by the County, then pending determination thereof or resolution of any such dispute with respect thereto, HRH shall pay as Annual Rent an amount equal to the average of County's Submitted Value and HRH's Submitted Value and when the determination has been made, an appropriate retroactive adjustment shall be made: Overpayments shall be paid by County to HRH and underpayments shall be paid by HRH to County, within thirty (30) days after such determination.

*Section 4.04* Any miscellaneous sums, charges, fees, expenses, or amounts ("**Expenses**") payable by HRH to the County pursuant to the provisions of this Lease shall be payable by HRH to the County within thirty (30) days after the County gives HRH written notice that such payment is due. The County shall have the same rights against HRH for default in the payment of such Expenses as for default in the payment of rent.

*Section 4.05* HRH understands and agrees that, in the event the Lease is terminated HRH's obligation to pay any Expenses due the County, through the date of termination shall survive such termination of the Lease and shall remain in full force and effect until the Expenses are paid. HRH hereby specifically acknowledges that neither the survival of the obligation with respect to any such amounts nor any other provision of this Lease shall grant or shall be deemed to grant any rights whatsoever to HRH to have the term of the Lease extended for any period beyond the end of the term as provided in **Section 3**, or affect in any way the County's right to terminate the Lease under **Section 22** hereof.

*Section 4.06* Should HRH neglect to pay any charges for services supplied by the County (if any) pursuant to the terms of this Lease (and which HRH is obligated to pay under this Lease) when the same become due and payable, then the amount of said charges shall forthwith become, and shall under all circumstances and conditions be considered and be collectible as if the same were rent.

*Section 4.07* HRH shall pay Expenses without set-off, abatement, deductions, defense or claims, except as specifically set forth herein, to the County at the County's address set forth herein or at such other place as the County may designate in writing, in lawful currency of the United States of America. All remittances shall be made payable to "**Suffolk County Treasurer's Office.**"

**SECTION 5. REAL ESTATE TAXES**

In no event shall HRH be required to pay any real property taxes, assessments, or Payments In Lieu of Taxes ("PILOTS") which may be lawfully levied against the Premises or any improvements placed thereon or HRH's occupancy or use of the Premises.

**SECTION 6. UTILITIES/SERVICES**

*Section 6.01* County shall provide the following utilities and/or services to the Premises at such time as HRH is open for business in accordance with its schedule of services published from time to time (herein referred to as, "Working Hours"): (a) heating, ventilation, air conditioning and circulation of air to the Premises when and as required by HRH; (b) water for HRH's use in connection with its operation of the Premises for the Permitted Use; and (c) electricity to the Premises. All actual and reasonable third-party costs, fees, and charges incurred by County for providing the aforementioned utilities to the Premises during the Term, together with any taxes thereon, shall, in the first instance, be paid by the County directly to the applicable utility companies and HRH agrees to reimburse County its Proportionate Share (defined below) of such utility costs, which cost shall be paid as an Expense, in accordance with the provision *Section 4.04* of this Lease. For purposes of this Lease, HRH's "**Proportionate Share**" of the gas and electric meter readings for the Riverhead County Center means 1.5838%. In the event any utility or service is provided to HRH directly by the provider thereof and separately metered and/or billed, the cost thereof shall be paid by HRH directly to the applicable service provider.

*Section 6.02* Other services shall be provided by the Parties as indicated on the "Summary of Responsibilities" annexed as **Exhibit B**.

*Section 6.03* The County shall have no liability to HRH for any loss, damage or expense sustained or incurred by reason of any change, failure, inadequacy, unsuitability or defect in the supply or character of the utilities furnished to the Premises or if the quantity or character of the utilities are no longer available or suitable for HRH's requirements unless due to or resulting from the acts or omissions of the County, its agents, employees and/or contractors. The provisions of this section shall survive the expiration of this Lease.

*Section 6.04* Anything in this Lease contained to the contrary notwithstanding, County agrees to provide snow and ice clearing/removal service to the Center. County shall exercise reasonable efforts to maintain the sidewalks, driveways, ramps and parking areas to the Premises in passable condition throughout a snow or ice event. Within four (4) hours of any such snow or ice event ending, County shall be responsible for clearing all sidewalks, driveways, ramps, aprons, and parking areas to the Premises.

**SECTION 7. CONDITION OF PREMISES AND PRIOR ACCESS**

*Section 7.01* HRH acknowledges that the County has previously used and occupied the Premises as a health center for a continuous period and that, except as expressly set forth herein to the contrary, HRH hereby accepts the Premises in their "as is" condition. The County shall not be required to perform any work or furnish any materials in connection with the Premises except as provided in this Lease or pursuant to separate written agreement between the Parties. Notwithstanding anything contained in this Lease to the contrary, the County Agrees to correct latent defects at the Premises as to which HRH notifies the County in writing not later than ninety (90) days after the date of this Lease. For purposes of this Lease, the term "**Latent Defects**" means defects in the construction of the Premises which HRH could not reasonably be expected to

discover in its reasonable inspection of the Premises and which materially and adversely affect HRH in its use and operation at the Premises. If at any time HRH receives written notice that it or the Premises is in violation of or has failed to comply with applicable requirements of the Americans with Disabilities Act in respect of any condition existing at the Premises as of the date of this Lease, HRH shall promptly notify the County thereof in writing and the County shall, at its sole cost and expense, thereupon promptly correct such condition to the extent required by the Americans with Disabilities Act.

*Section 7.02* Following execution of this Lease, but prior to the Commencement Date, the County hereby grants HRH, its officers, employees, agents, contractors, and subcontractors reasonable access to the Premises during normal business hours, or at such other times as are mutually agreed to in writing by the Parties, to enter the Premises for the purpose of evaluating, monitoring, and analyzing the facility systems, equipment, workflow, staffing support ratios, patient flow and other operational procedures, and to perform such data and wiring improvements necessary to facilitate a seamless transition of services from the County to HRH. HRH shall provide an advance schedule of the dates and times when HRH requires access to the Premises and HRH further agrees to use reasonable efforts to cause minimal amount of interference with the present use and operation of the Premises.

*Section 7.03* Any and all costs and expenses incurred by HRH in connection with its use and operation of the Premises shall be completely borne by, and shall be the sole obligation of HRH, except as otherwise set forth in this Lease to the contrary.

*Section 7.04* HRH will comply with all applicable laws, statutes, regulations, ordinances, or directives of whatsoever nature (collectively the "Requirements") with respect to the performance by HRH of any work pursuant to this Lease, including the American Disabilities Act, and the requirements of any fire insurance-rating organization and all insurance companies writing policies covering the Premises or any part or parts thereof and any Fire Insurance Rating Organization, Board of Fire Underwriters and/or similar bodies having jurisdiction thereof, whether the same now are in force or at any time in the future may be passed, adopted, enacted, or directed. HRH shall be responsible for proper resolution of any and all governmental violations, objections and/or disputes concerning such work, including any and all costs associated with such violations, objections and/or disputes, including attorney's fees.

*Section 7.05* HRH shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of the failure of HRH to comply with *Section 7.04* and shall indemnify and save County harmless against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands because of HRH's failure to comply with the foregoing (unless such failure was due to the acts or omissions of the County, its agents, employees and/or contractors), and HRH shall not call upon County for any disbursement or outlay whatsoever in connection therewith, and hereby expressly releases and discharges County, its officers, employees, agents, servants, and contractors of and from any liability therefore. HRH, at its sole cost and expense, may, by appropriate legal proceedings conducted in good faith and with due diligence, contest the amount or validity or application, in whole or in part, of any Requirement, provided that if a lien is filed against the Premises by reason of any failure of HRH to comply with any such Requirement pending such contest, HRH shall have furnished such security, if any, as may be required in the proceedings or which will discharge such lien (by substitution or otherwise) against the Premises, or is otherwise reasonably satisfactory to County.

*Section 7.06* Any and all patient information which HRH may obtain as a result of its access to the Premises prior to the Commencement Date shall be kept confidential pursuant to the Health

Insurance Portability and Accountability Act ("HIPAA") and applicable State and local laws and regulations.

*Section 7.07* HRH hereby agrees to hold the County and its respective officers, directors, agents, insurers and employees harmless from any and all liabilities, obligations, damages, penalties, actions, judgments, suits, costs, claims, losses, expenses, including reasonable attorney's fees, or disbursements of any kind and nature whatsoever which may be imposed upon, incurred by, or asserted against the County arising directly or indirectly out of, or in connection with, HRH's access to and use of the Premises prior to the Commencement Date, except to the extent that the losses or damages arise from the County's negligence or misconduct.

*Section 7.08* HRH shall assume all liability on account of injury to any persons or entities, or damage to any property arising, directly or indirectly, out of or in connection with or from HRH's intentional acts, negligence, or misuse in connection with the use of the Premises or presence thereon, or the negligence of HRH's agents, employees, contractors, subcontractors, licensees, invitees, personnel, or representatives.

*Section 7.09* HRH shall submit a written schedule of activities in a format to be determined by the County, for any and all activities contemplated for prior access, which schedule shall require prior approval by the County. Such approval shall not be unreasonably conditioned, delayed or withheld.

*Section 7.10* With respect to work, alterations and/or improvements in respect of the Center that are mandated by Legal Requirements, HRH shall comply with all such Legal Requirements affecting the Premises to the extent compliance is required because of HRH's specific use or manner of use of the Premises, or because of HRH's improvement of the Premises. The County shall comply, at the County's sole cost and expense, with any other such Legal Requirements affecting the Premises and the Center.

## **SECTION 8. NO WARRANTIES BY COUNTY**

*Section 8.01* HRH acknowledges that, except as otherwise set forth in this Lease, HRH is leasing the Premises "AS IS" and County shall not be required to perform any work or furnish any materials in connection with the Premises.

*Section 8.02* Except as otherwise set forth in this Lease, (i) County makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the conditions of the Premises or any part thereof, and (ii) County shall not be liable for any latent or patent defects therein or be obliged in any way whatsoever to correct or repair any such latent or patent defects.

*Section 8.03* Except as may be otherwise expressly provided in the Lease, County shall not be obligated to provide any services to HRH.

## **SECTION 9. CARE AND REPAIR OF PREMISES BY HRH**

*Section 9.01* Subject to the provisions of **Section 14** and in accordance with the Summary of Responsibilities, HRH shall make and be responsible, at its sole cost and expense, for all ordinary maintenance and repairs relating to the Premises, regardless of whether or not the need for such repairs occurs as a result of HRH's use, any prior use, the elements or the age of the Premises. HRH, in keeping the Premises in good order, condition and repair as aforesaid, shall exercise and

perform good maintenance practices. HRH also agrees to reimburse the County for 100% of the cost of any service provided by the County at the request of HRH that is not included in the scope of services to be provided by the County pursuant to this Lease.

*Section 9.02* HRH shall pay its Proportionate Share of actual, reasonable Operating Expenses incurred by County with respect to the operation, maintenance, repair and replacement of the Center, the Building and the Premises, for the applicable year.—For purposes of this Lease, “**Operating Expenses**” include:

- a. County’s actual and reasonable cost and expense incurred in the reasonable operation, equipping, maintaining, insuring, replacing, and repairing of the common areas, including any parking areas, sidewalks and ramps, and the cost of all materials, supplies and services purchased or hired therefore; the cost and expenses of landscaping, gardening and planting, cleaning, painting (including line painting), decorating, security, paving, lighting, sanitary control, drainage, exterminating, and removal of snow and ice; fire protection; water and sewerage charges, electricity, plumbing and other utilities, and all hookup, connection, availability and standby fees pertaining to utilities.
- b. County’s actual and reasonable cost and expense charged to the County by contractors and/or suppliers for services, replacement parts, components, materials, equipment and supplies furnished in connection with the operation, repair, maintenance, replacement of non-capital expense items.
- c. County’s actual and reasonable cost and expense incurred for premiums paid, or which would have been paid if the County were not self-insured, for all risks of physical loss insurance, earthquake, wind flood, and extended coverage insurance, liability and extended coverage insurance, excluding however, the portion of any such premiums allocable (on a rentable square foot basis) to another tenant within the Building.
- d. County’s actual and reasonable cost and expense for those service agreements specifically requested by the County, including any equipment, HVAC, or carting services.

*Section 9.03* Any maintenance and/or repairs performed by HRH are to be conducted in a good and workmanlike manner. Such maintenance and/or repairs shall be made promptly as and when necessary. All maintenance and/or repairs shall be of good workmanship and of quality and class at least equal to the original work or equal to the subsequently renovated and improved work.

*Section 9.04* On default of HRH in performing the required maintenance and/or repairs under *Section 9.01* above, upon ten (10) days written Notice to HRH, County may, but shall not be required, to make such maintenance and/or repairs for HRH’s account. The expenses thereof shall be a cost to HRH, payable in accordance with *Section 4.04* above.

*Section 9.05* Operating Expenses will not include any of the following: (i) real property taxes, (ii) cost of capital improvements, except as otherwise specifically provided in this Lease (iii) cost of improvements, repairs, or replacements covered by insurance (or which would have been covered by insurance had such insurance been maintained by the County) or reimbursed by third parties, (iv) repairs or other work (including rebuilding) occasioned by casualty or condemnation, (v) cost of constructing leasehold improvements for another tenant of the Center, (vi) legal or brokerage fees and other costs of procuring tenants associated with any lease for space in the Center, (vii) management fees, whether payable to the County or third parties, (viii) so-called “administrative charges”, overhead or other add-ons to the total of Operating Expenses, (ix) principal or interest on debt or amortization payments on any mortgages or deeds of trust or any other debt for borrowed money and amortization of improvements, (x) depreciation of the County’s

original investment in the Center, (xi) amounts paid by the County to its departments and agencies for services in connection with the common areas, to the extent such fees are in excess of the ordinary and reasonable fees paid in arms' length transactions, (xii) costs and expenses of enforcing leases against other tenants, (xiii) the costs and expenses related to investigation of, testing for, removal and/or cleanup of Hazardous Materials, subject to HRH's obligation under **Section 28** of this Lease; (xiv) interest, late charges, and penalties on any charges payable by the County which are included in Operating Expenses, (xv) costs incurred in performing work or furnishing services to or for individual tenants (including HRH) at such tenant's expense or costs incurred in performing work or furnishing services to or for individual tenants to the extent such work or services is in excess of similar work and services furnished to HRH, (xvi) the cost of attorneys' fees incurred in connection with negotiating and drafting leases with other tenants, or in connection with disputes with other tenants; (xvii) costs incurred in the sale or refinancing of the Building and/or the Center, (xviii) costs of complying with Legal Requirements (other than requirements relating to the Americans with Disabilities Act) applicable to portions of the Center other than the Premises, and interest or penalties due to the County's violations of Legal Requirements, (xix) costs of complying with requirements of the Americans with Disabilities Act in effect on the date of this Lease, (xx) costs and expenses which are attributable to repairs or replacements necessitated by the negligence or willful acts of the County, its agents, employees and/or contractors, (xxi) the cost of any electricity consumed in space in the Building leased to tenant(s) and any taxes levied thereon; (xxii) the cost of maintaining the package air conditioning units or other equipment serving individual tenants in the Building, (xxiii) to the extent any costs includable in Operating Expenses are incurred with respect to both the Center and/or the Building and other properties (including, without limitation, salaries, fringe benefits and other compensation of the County's personnel who provide services to both the Center and/or the Building and other properties and insurance premiums), there shall be excluded from Operating Expenses the fair and reasonable percentage thereof that is properly allocable to such other properties, or (xxiv) damages, and attorneys' fees and disbursements paid as a result of a judgment, settlement or arbitration award resulting from any liability of the County, or the County's agent's employees and/or contractors. Anything contained herein to the contrary notwithstanding, Operating Expenses shall not include and the County shall be solely responsible for the cost of compliance with its obligations under Sections 5.A, 9 and 10.A, B, C and D of **Exhibit B** to this Lease. In addition, County shall not include in Operating Expenses or charge HRH for the cost of the first clean-out/drainage of the septic and sewer systems during the Term.

*Section 9.06* The County will furnish to HRH such back-up information as may be reasonably necessary for the verification of Operating Expenses for any year during the Term and will permit the pertinent records to be examined by a financial officer of HRH or its independent certified public accountants.

*Section 9.07* Anything contained herein to the contrary notwithstanding, in the event the County elects not to repair or restore the Building after a casualty, the County shall reimburse HRH all costs billed as an Operating Expense for insurance premiums theretofore paid by HRH; provided, however, that any such premiums paid by HRH prior to a separate casualty effecting the Building, which resulted in the County making repairs to the Building, shall not be included in calculating the amount of the reimbursement.

## **SECTION 10. HRH's SERVICES OBLIGATIONS**

*Section 10.01* Throughout the entire Term, HRH shall provide administrative, management and primary healthcare services ("**Services**") at the Suffolk County Health Center at Riverhead, located at the Premises, as more fully set forth below:

- a. HRH warrants that it is, and shall remain during the term of this Lease, an Article 28 licensed facility pursuant to New York State Public Health Law and HRH shall notify DHS within one (1) business day of any changes relative to its status as an Article 28 licensed facility.
- b. HRH warrants that it is, and shall remain during the term of this Lease, an FQHC that receives federal grant support from the Health Resources Services Administration within the United States Department of Health and Human Services 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 HRH shall immediately notify DHS of any changes relative to its status as an FQHC.
- c. HRH agrees that during the Term of this Lease and for the period of time that the HRH is operating the Health Center in the Premises, and unless the parties agree otherwise in writing, HRH shall provide Comprehensive Family Planning and Reproductive Health Care Services ("**Family Planning Services**"). Such services shall include: 1) a screening medical history and physical examination; 2) screening for health risk factors, including cervical cancer, sexually transmitted diseases and HIV/AIDS; 3) disease prevention/health promotion education and counseling; and 4) pre-conceptual counseling.
- d. In accordance with applicable laws, including HRH's Board of Directors bylaws and nominating process, HRH agrees that its Board of Directors shall include two (2) Suffolk County residents for the Term of this Lease.
- e. HRH shall maintain the name "Suffolk County Health Center at Riverhead" both on the exterior façade of the Premises and on all documents required for operation of the facility. Nothing in this Section shall prohibit HRH from using its own name in addition to "Suffolk County Health Center at Riverhead."

*Section 10.02* In years six (6) through fifteen (15) of the Term of this Lease, HRH shall be responsible for issuing timely reports in writing, and/or in electronic format, on the status of the operation of the health center on the Premises in a form and manner as may reasonably be requested by DHS including but not limited to copies of annual reports provided by HRH to State and federal entities.

*Section 10.03* HRH agrees to provide, at no cost to the County, janitorial services, security service, and such other building services to the extent provided in the Premises in connection with the County Reserved Space, subject nevertheless to *Section 1.02*. HRH further agrees to provide to the County all utility services to the extent used by HRH at the Premises in connection with the County Reserved Space, except telephone and data services, at no cost to the County.

## **SECTION 11. ALTERATIONS**

*Section 11.01* HRH shall have the right, during the term of this Lease, to make any "Alterations," "Alterations" meaning any alterations, installations, improvements, additions, or renovations to the Premises or any part or portion thereof, with notice to, but without the prior consent of, the County which are non-structural and do not affect exterior walls, the foundation or roof of the Building, or which do not affect or pertain to any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport, or other systems and equipment (collectively "Building Systems").

HRH may make Alterations that are structural or affect any Building Systems, or that consist of exterior landscaping, fencing or security enhancement, with the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. HRH need not notify the County, provide plans or obtain the County's consent with respect to Alterations that are decorative or of a cosmetic nature such as, for example, wall coverings, painting, flooring, etc. For purposes of this Lease, the "structural" components of the Premises shall include the load bearing walls, beams and columns.

*Section 11.02* HRH shall deliver to the County a copy of the Approved Final Plans and Specifications which show the actual construction for all Alterations made by HRH.

*Section 11.03* In addition to, and without limiting the generality of, the provisions of **Section 9**, HRH shall be solely responsible for and shall, to the extent permitted by law, indemnify the County from and against all claims arising out of or relating to any Alteration performed by HRH or HRH's employees, contractors, sub-contractors, agents, or representatives, unless due to or resulting from the acts or omissions of the County, its agents, employees and/or contractors.

*Section 11.04* HRH shall, before making any Alterations, at its expense, obtain all permits, approvals and certificates required by any Legal Requirement or Governmental Authority and (upon completion) certificates of final approval thereof and shall promptly deliver to the County duplicates of all such permits, approvals and certificates if same are not issued by the County. HRH agrees to carry, and to cause HRH's contractors and sub-contractors to carry, such workmen's compensation, general liability, personal and property damage and builder's risk insurance as the County may reasonably require in connection with any Alterations.

*Section 11.05* All Alterations (excluding HRH's trade fixtures, moveable office furniture and moveable equipment) installed in the Premises, either by HRH or by the County on HRH's behalf, shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of the Lease, unless the County consents otherwise. In addition, the County reserves the right to require that medical equipment installed by HRH on the Premises be removed upon the expiration or earlier termination of the Lease. In the event HRH removes any Alterations or medical equipment pursuant to this *Section 11.05*, the same shall be removed from the Premises by HRH at HRH's cost and expense and HRH shall repair any damage to the Premises due to such removal. Nothing in this **Section 11** shall be construed to give the County title to or to prevent HRH's removal of its trade fixtures, moveable office furniture and equipment. HRH shall, at HRH's sole cost and expense, remove all of the HRH's personal property and those improvements made by HRH which have not become the property of the County and surrender the Premises in a broom-clean condition, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by HRH or HRH's agents, servants, or visitors excepted.

*Section 11.06* In the event HRH is required to obtain the County's approval for any Alteration, the County agrees to approve or deny HRH's request for such approval not later than twenty (20) business days following HRH's request therefor, accompanied by such materials as may be reasonably required in order that the County may properly evaluate HRH's request for approval. In the event the County fails to respond to any request for approval of an Alteration submitted by HRH within the aforementioned twenty (20) day period, the County shall be deemed to have approved HRH's request. If the County denies any request for approval of an Alteration, the County shall specify the reasons therefore with specificity, so that HRH can address the County's concerns upon any resubmittal of HRH's request for the County's approval of such Alteration. The County agrees to approve or deny any resubmitted request for approval of an Alteration not later than twenty (20) days after the resubmittal. In the event the County fails to respond to a

resubmitted request for approval of an Alteration within the aforementioned twenty (20) day period, the County shall be deemed to have approved HRH's request. If the County denies HRH's resubmitted request for approval, the County shall specify the reasons therefor with specificity and the resubmittal and review process as aforesaid shall continue until HRH's request is approved (or deemed approved) or abandoned by HRH.

**SECTION 12. RIGHT OF ENTRY – INSPECTION**

*Section 12.01* At any time during the Term, the agents and employees of the County may, upon reasonable notice to HRH, at reasonable times, enter upon the Premises to determine the potential or actual compliance by HRH with the requirements of this Lease.

*Section 12.02* The County may enter the Premises at any reasonable time for the purposes of inspection or the making of such repairs, replacements, and additions in, to, or about the Premises as necessary or desirable, or to perform any covenant, obligation or service contemplated in this Lease; provided however, that the County shall use reasonable efforts to provide advance notice of its access to the Premises and to cause a minimal amount of interference with HRH's use thereof.

**SECTION 13. LIENS**

*Section 13.01* In the event it is permissible for any mechanics' or other liens to be filed against any portion of the Premises by reason of HRH's acts or omissions or because of a claim against HRH, HRH shall cause the same to be cancelled or discharged of record by bond or otherwise within ninety (90) days after notice from County. If HRH shall fail to cancel or discharge said lien or liens within said 90-day period, County may cancel or discharge the same and upon County's demand, HRH shall reimburse County for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 5% of all such costs, such reimbursement to be paid as Additional Rent.

**SECTION 14. CARE OF CENTER, BUILDING AND PREMISES BY COUNTY**

*Section 14.01* Except as otherwise specifically provided in this Lease, it is intended by the parties hereto that the County shall have no obligation, in any manner whatsoever, for the ordinary repair and/or maintenance of the Premises all of which obligations are intended to be that of HRH pursuant to **Section 9** of this Lease. It is intended by the parties that the terms of this Lease shall govern the respective obligations of the parties as to maintenance and repair of the Premises, and the parties expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

*Section 14.02* The County shall make all repairs and replacements to the Premises for which HRH is not responsible under *Section 9.01* including, without limitation, structural repairs to the Premises. In addition, the County shall keep in good order and repair portions of the Center not part of the Premises, including all common areas, and perform the maintenance, repairs and services set forth in **Exhibit B** of this Lease.

*Section 14.03* To the extent the County incurs: (i) any Operating Expense which is capital in nature; or (ii) any Operating Expense to perform any repairs in respect of the Center, the Building and/or the Premises that HRH is not obligated to perform under *Section 9.01*, such Operating Expense shall be amortized on a straight line basis over the reasonably anticipated useful life of the capital item or item being repaired [the parties agreeing that the useful life of any such repaired item shall be deemed to be a period of seven (7) years], plus an interest factor equal to the Interest

Rate (defined below), and HRH shall be obligated to reimburse the County annually for one (1/2) half of HRH's Proportionate Share of such Operating Expense amortized as aforesaid which coincides with the Term (pro-rated for any year that is less than a full year). For example, if a new roof was installed, the same would be treated as an Operating Expense and HRH would be obligated to reimburse the County annually for one (1/2) half of HRH's Proportionate Share of the Operating Expense, amortized on a straight line basis over the reasonably anticipated useful life of the new roof, plus an interest factor equal to the Interest Rate, for the portion thereof that coincides with the Term (pro-rated for any year that is less than a full year). As an additional example, if a repair was made to the roof, the same would be treated as an Operating Expense and HRH would be obligated to reimburse the County annually for one (1/2) half of the County's Cost, amortized on a straight line basis over a period equal to seven (7) years, plus an interest factor equal to the Interest Rate, for the portion thereof that coincides with the Term (pro-rated for any year that is less than a full year). For avoidance of doubt, to the extent an Operating Expense is paid in accordance with this *Section 14.03*, it shall not be subject to payment in accordance with **Section 9**.

For purposes of this *Section 14.03*, "**Interest Rate**" shall mean an annual rate of interest equal to the average annual coupon rate for the most recent County general obligation bond issue preceding the date of repair and/or replacement, but in no event shall the Interest Rate exceed seven (7%) percent per annum.

*Section 14.04* In no event shall the County be responsible for any repairs and/or replacements if the same necessitated by reason of: 1) any machinery or equipment installed by or on behalf of HRH which was not contemplated as part of the original intended use of the Premises, or 2) because of any rearrangement of partitioning; or 3) any Alterations performed by HRH.

*Section 14.05* The County agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Premises caused by the negligence or willful misconduct of the County or its officers, employees, contractors, subcontractors, agents, or representatives.

*Section 14.06* Upon becoming aware of any damage or defects in the Premises which are the responsibility of the County under this **Section 14**, HRH shall give the County prompt written notice (notice by fax or e-mail being acceptable) of such damage or defects.

## **Section 15. PREVAILING WAGE**

*Section 15.01* HRH agrees to comply with the prevailing wage requirements of Section 220 of the Labor Law in connection with any improvements or Alterations including, but not limited to the building lot, and all other portions of the Premises.

*Section 15.02* No person performing, aiding in, or assisting in HRH's construction of any improvements or Alterations shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law.

*Section 15.03* HRH, its contractors, and subcontractors shall file transcripts of original payrolls for the construction of any Alterations under this Lease, with the Department, within ten (10) days after its first payroll, and every thirty days thereafter, said payroll transcripts to be subscribed and affirmed as true under penalty of perjury. HRH, its contractors and subcontractors, shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the construction of the Alterations, to ensure that HRH, its contractors and subcontractors

are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to HRH, its contractors and/or subcontractors prior to the inspection.

*Section 15.04* HRH agrees that it shall include clauses in all of its agreements with its contractors and subcontractors for the construction of any Alterations stating that: (i) said contractors and subcontractors shall pay prevailing wages, as agreed to in this Lease between County of Suffolk and HRH; (ii) said contractors and subcontractors shall file transcripts of original payrolls for all work performed in connection with the construction and preparation of the Improvements under this Lease with the Department within ten (10) days after its first payroll, and every thirty days thereafter, said transcripts to be subscribed and affirmed as true under penalty of perjury and (iii) HRH, its contractors, and subcontractors shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the construction of the Alterations to ensure that HRH, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to HRH, its contractors and/or subcontractors prior to the inspection.

*Section 15.05* During the construction of any Alterations, HRH shall maintain at the job site, and with County Department of Labor, a copy of all payrolls or transcripts thereof as would be required to be maintained pursuant to Section 220 of the New York Labor Law.

*Section 15.06* During the construction of any Alterations, HRH shall provide to County employment attendance sheets for all employees of HRH's contractors, including employees of subcontractors, for each day on which work is performed on the site, upon a form reasonably acceptable to County, containing such information as the Commissioner of the Department of Labor reasonably deems appropriate, including job classification, hours of employment, wage rate and supplements payable, and employer.

**SECTION 16. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION**

*Section 16.01* This Lease is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the **Exhibit C** entitled "Suffolk County Legislative Requirements." In accordance with this law, HRH and any contractor or subcontractor, as the case may be, agrees to maintain the documentation mandated to be kept by this law on the Construction Site at all times. HRH and any contractor or subcontractor, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction 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 Construction Site during such working hours.

**SECTION 17. INSURANCE**

*Section 17.01* Unless otherwise specified by the County and agreed to by HRH in writing, throughout the term of this Lease and continuing during any holdover period as described in **Section 26**, below, HRH shall, at its own cost and expense, procure, pay the entire premium for, and maintain insurance for the Premises in amounts and types as follows:

- a. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00)

combined single limit for bodily injury and property damage per occurrence in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

- b. **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. HRH shall furnish to the County, prior to execution of this Lease the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law §108, this Lease shall be void and of no effect unless HRH shall provide and maintain coverage during the term of this Lease for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.
- c. **AUTOMOBILE LIABILITY INSURANCE** 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.
- d. **THEFT OR PILFERAGE** - HRH assumes responsibility for all injury to or destruction of or loss by theft or pilferage of HRH's materials, tools, machinery, equipment, appliances, and personal property of employees, from whatever cause.
- e. **FIRE AND ALL RISK** in amount equal to the full replacement value of the fixtures, furniture and improvements installed by or at the expense of Tenant.

*Section 17.02* Any contractors and subcontractors who may at any time be involved with construction or reconstruction of the Premises on behalf of HRH shall be required to procure and maintain throughout the term of construction insurance in the amounts and types specified in clauses a, b, and c, of *Section 17.01*. HRH must provide insurance, prior to construction, for any and all contractors including but not limited to, sub-contractors engaged by it for the Alterations.

*Section 17.03* All policies required under this **Section 17** shall be issued by insurance companies with an A.M. Best rating of A- or better.

*Section 17.04* HRH shall furnish to the County, prior to the execution of the Lease, certificates of insurance and endorsement pages for each policy of insurance, other than a policy for commercial general liability insurance, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, HRH shall provide certificates of insurance and endorsement page naming the County as additional insureds on said policy. Prior to the Commencement Date, HRH shall furnish to the County Declaration Pages for each policy of insurance described above, evidencing compliance with the aforesaid insurance requirements. HRH represents that such endorsement pages being provided are part of each policy of insurance it has obtained that relates to this Lease.

*Section 17.05* 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 HRH to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy. Such Declaration Pages,

certificates, policies, other evidence of insurance, and notices, shall be mailed to the Department at its address as set forth on the first page of this Lease or at other such address of which the County shall have given HRH written notice. Required limits of insurance are not to be modified by deductibles which the County deems excessive without the County's prior written permission.

## **SECTION 18. INDEMNIFICATION**

*Section 18.01* HRH hereby agrees to defend, indemnify and hold harmless the County, its officers, officials, employees, agents and servants (collectively "**Indemnified Parties**") from and against any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs, and expenses which arise out of or in connection with:

- a. any work or thing done in, on or about the Premises, the Building, and/or the Center, or any part thereof, or any use, possession, occupation, condition, operation, maintenance, repair or management of the Premises, the Building, and/or the Center, or any part thereof, by HRH or the respective employees, agents, licensees, contractors, servants or sublessees of HRH or any such person, or the breach by HRH or anyone claiming through or under HRH or the respective employees, agents, licensees, contractors, servants or sublessees of HRH or any such person of any term, covenant or conditions of this Lease;
- b. any act or omission on the part of HRH or any person claiming through or under HRH, or the respective employees, agents, licensees, invitees, contractors, servants or sublessees of HRH or any such person; or
- c. any accident or injury to any person (including death) or damage to property (including loss of property) occurring in, on, or about the Premises, the Building, and/or the Center or any part thereof, due to the negligence, acts or omissions by HRH, its employees, agents, licensees, invitees, contractors, servants or sublessees

Anything contained herein to the contrary notwithstanding, in no event shall HRH be required to provide indemnification in respect of: (i) any matter relating to or arising out of the misconduct, omissions, or negligence of any of the Indemnified Parties; (ii) any matter relating to the use of the Premises by Brookhaven, its agents, employees, contractors and/or invitees thereof by Brookhaven, and/or (iii) Pre-Existing Environmental Matters (defined below) or any matter for which the County is required to indemnify HRH under *Section 28.01*.

*Section 18.02* HRH agrees that it shall protect, indemnify, and hold harmless the Indemnified Parties from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses actually incurred by the Indemnified Parties and arising out of any claim asserted against such Indemnified Parties for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the Indemnified Parties in defending any such action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to HRH's use of the Premises.

*Section 18.03* The County shall indemnify and hold harmless HRH, its agents, employees and/or contractors from and against all liabilities, fines, penalties, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs (including attorney's fees), losses and liabilities of whatsoever nature arising out of: (i) the misconduct, omissions, or negligence of the County, its officers, agents, servants or employees in connection with the Center, the Building and/or the

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Premises including, without limitation, the use and occupancy by the County, its agents, employees, contractors and invitees of the County Reserved Space and the Shared Space; (ii) the breach by the County, or any of its agents, contractors and/or employees of any term, covenant or conditions of this Lease; and/or (iii) any Pre-Existing Environmental Matter. Anything contained herein to the contrary notwithstanding, in no event shall the County be required to provide indemnification in any matter relating to or arising out of the misconduct, omissions, or negligence of HRH, its agents, employees, contractors and/or invitees.

*Section 18.04* The provisions of this **Section 18** shall survive the expiration or early termination of this Lease.

## **SECTION 19.            SIGNS**

*Section 19.01* HRH shall not, without the prior written approval of the County, which approval shall not unreasonably be withheld, conditioned or delayed, erect, maintain or display any advertising, signs, posters or similar devices at or on the Premises or elsewhere at the facility; provided, however, that on interior portions of the Premises which are not visible from the public roadways, HRH may install necessary directional and identification signs. The provisions of *Section 11.06* shall be applicable to each request by HRH for the County's consent to the installation of signage as if the request for consent to the installation of signage were a request for consent to an Alteration.

## **SECTION 20.            DAMAGE TO PREMISES**

*Section 20.01* The County shall not be obligated to rebuild or restore the Premises in the event of a partial or complete loss. In the event of partial or complete loss, County shall notify HRH, in writing, within sixty (60) days after the date of loss, of County's intention to repair/restore the Premises at its cost and, thereafter, shall promptly proceed to restore the Premises.

*Section 20.02* In the event County elects not to proceed with the repair and/or restoration of the Premises as provided in this **Section 20**, County shall so notify HRH, in writing, of its intent to terminate within sixty (60) days after the date of loss, and, upon the occurrence of such date, this Lease shall terminate and be of no further force or effect, and neither party shall have any further obligation to the other hereunder, except as herein expressly set forth to the contrary.

*Section 20.03* Anything in this Lease to the contrary notwithstanding, the County and HRH hereby waive any rights each may have against the other on account of any loss or damage occasioned to the County or HRH, as the case may be, their respective property, the Center, the Building and/or the Premises, or its contents, arising from any risk generally covered by fire and all risk coverage insurance, and the parties, each on behalf of their respective insurance companies insuring the property of either the County or HRH against any such loss, waive any right of subrogation that it may have against the other, as the case may be.

*Section 20.04* The risk of loss or destruction from any peril to the furniture, fixtures, equipment or other personal property of HRH while on the Premises shall be borne by HRH. It is further understood that HRH waives any right to subrogation against the County for loss or destruction or from any peril to the furniture, fixtures, equipment or other personal property of HRH while on the Premises except in cases due to any active or passive negligence of the County, its employees, officers and agents.

*Section 20.05* Rent, Expenses, Operating Expenses and other costs, fees and charges payable by

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HRH under this Sublease shall abate in proportion to the portion of the Premises that cannot be used by HRH for the Permitted Use after a casualty, from the date of the casualty until the date HRH is again able to use the Premises or portion thereof that was not usable for the Permitted Use.

*Section 20.06* The provisions of this **Section 20** shall survive the expiration or early termination of this Lease.

## **SECTION 21. ASSIGNMENT AND SUBLETTING**

*Section 21.01* HRH shall not: (i) assign, sell, mortgage, pledge, encumber or in any manner transfer this Lease or the estate or term hereby granted in whole or in part, (ii) sublet all or any part of the Premises, or allow any other person to occupy all or any part thereof, or (iii) assign or encumber any rents or other sums received by HRH under any Lease (each of which is a “transfer”, and the respective transferring and transferred parties are a “transferor” and a “transferee”), without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. A transfer shall be deemed to include the use or occupancy of the Premises by any agency, contract agency, department, division or office of HRH, which use is not consistent with the Permitted Use. Anything contained herein to the contrary notwithstanding, a transfer shall not include and the County’s consent to a transfer shall not be required in the following circumstances (each, a “**Permitted Transfer**”): (i) a transfer to an Affiliate of HRH; (ii) a transfer in connection with a sale or transfer of all or substantially all of the assets of HRH; (iii) the merger or consolidation of HRH into or with another entity operating as an FQHC; and (iv) a transfer or transfers consisting of one or more subleases of less than twenty-five (25%) percent in the aggregate of the square footage of the building at the Premises for purpose of co-located services, lab service or Article 31 mental health facilities; provided, however, no Permitted Transfer set forth in clauses (i) – (iii) shall result in a change in the Permitted Use of the Premises or cause the Health Center to be operated other than by a FQHC. For purposes of this **Section 21**, an Affiliate of HRH shall mean an entity that controls, is controlled by or is under common control with HRH; “control” meaning the ability to: (x) manage the day to day operations of a person or entity; and (x) direct the policies and affairs of such person or entity.

*Section 21.02* An agreement where another person agrees to become responsible for all or a portion of HRH’s obligations under this Lease shall be deemed a transfer.

*Section 21.03* Notwithstanding anything contained herein to the contrary, in the event HRH requests, in writing, the County’s consent to a proposed transfer of fifty percent or more of the Premises, the County shall thereupon have thirty (30) days to exercise the right and option (but no obligation) to cancel and terminate this Lease effective upon thirty (30) days written notice to HRH, provided that HRH shall have sufficient time to discontinue operations in accordance with applicable Legal Requirements. Subject to the preceding provisions of this **Section 21**, should HRH, in any other nature or transaction, permit or attempt to permit anyone other than HRH to occupy the Premises or any portion thereof, within thirty (30) days after the County’s receipt of notice of such transaction, the County shall thereupon have the right and option (but no obligation) to cancel and terminate this Lease effective upon thirty (30) days written notice to HRH. If the County exercises its option to retake the entire Premises and terminate this Lease, the Parties shall have no further obligation to one another except for monetary obligations which accrued prior to the effective date of termination.

## **SECTION 22. DEFAULT REMEDIES/DAMAGES**

*Section 22.01* This Lease and the Term and estate hereby granted are subject to the limitation that,

- i) if HRH shall default in its obligation to establish, operate and maintain a health facility in accordance with the provisions of **Section 10** of this Lease, and any such default continues for thirty (30) days after the County shall give HRH a written notice specifying such default; or
- ii) if HRH defaults in the keeping, observance or performance of any other covenant or agreement set forth in this Lease, and if such default continues and is not cured within thirty (30) days after the County gives HRH notice specifying same, or, in the case of a default which for causes beyond HRH's reasonable control cannot with reasonable diligence be cured within such period of thirty (30) days, if HRH shall not immediately upon the giving of such notice, (a) advise the County of HRH's intention duly to institute all steps necessary to cure such default and (b) institute and thereafter diligently prosecute to completion all steps necessary to cure the same, then, in any such cases, in addition to any other remedy available at law or in equity, or
  - a. Filing by or the final adjudication against HRH of any petition in bankruptcy, or in the final adjudication of any petition for the appointment of a receiver or trustee for the assets or business of HRH; or
  - b. The making by the HRH of any general assignment for the benefit of creditors; or
  - c. The occurrence of any act which operates to deprive HRH permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business granted herein; or
  - d. The abandonment and discontinuance of the operation of HRH; or
  - e. The failure of HRH to maintain all required insurance and to furnish evidence of same within ten (10) days of written demand by County;

the County may give to HRH a notice (the "**Termination Notice**") of intention to end the Term of this Lease specifying a day not less than Seven (7) Business Days thereafter.

*Section 22.02* Upon the giving of the Termination Notice in accordance with **Section 24** of this Lease, this Lease and the Term and estate hereby granted shall expire and terminate upon the day so specified in the Termination Notice as fully and completely and with the same force and effect as if the day so specified were the Expiration Date and all rights of HRH shall terminate.

*Section 22.03* From and after any date upon which a Termination Notice is given to HRH, the County, without further notice, may enter upon, re-enter, possess and repossess itself of the Premises, by force, summary proceedings, ejectment or otherwise, all in accordance with legal process, and may dispossess and remove HRH and all other persons and property from the Premises and may have, hold and enjoy the Premises. As used in this Lease the words "**enter**" and "**re-enter**" are not restricted to their technical legal meanings.

*Section 22.04* No waiver by any Party of a breach of any covenants, agreements, obligations or conditions of this Lease shall be construed to be a waiver of any future breach of the same or any other covenant, agreement, obligation or condition hereof. Failure by a Party to declare any default immediately upon its occurrence or delay in taking any action in connection with such default shall

not waive such default but the County shall have the right to declare any such default at any time thereafter.

*Section 22.05* The rights and remedies hereby created are cumulative, and the use of one remedy shall not be construed to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law, in equity or otherwise. In the event of a breach or threatened breach on the part of the County, or HRH with respect to any of the covenants or agreements on the part of or on behalf of the County or HRH, to be kept, observed or performed, the County or HRH, as the case may be, shall also have the right of injunction. Any amounts paid by a Party to the other may be applied by the Party receiving such payment, in such Party's sole discretion, to any items then owing by the paying Party to the other under this Lease and receipt of a partial payment shall not be deemed to be an accord and satisfaction or waiver of the failure to make full payment unless otherwise agreed to in writing by the Parties hereto.

*Section 22.06* If either the County or HRH shall fail to perform any of its obligations under this Lease ("non-performing party"), the other Party may perform the same at the expense of the non-performing party (i) immediately, with forty-eight (48) hours' notice to the non-performing Party if practicable, in the case of (a) an Emergency; (b) if such failure unreasonably interferes with the efficient operation of the building, (c) if such failure may result in a violation of any Legal Requirements or in the cancellation of any Required Insurance, and (ii) in any other case if such failure continues after ten (10) days from the date of the giving of written notice to the non-performing Party, of such Party's intention so to perform the same or, in the case of a failure which for causes beyond such Party's reasonable control cannot with reasonable diligence be cured within such ten (10) day period, such ten (10) day period shall be deemed extended if such Party immediately upon the receipt of such notice, (i) advises the other of its intention to institute all steps necessary to cure such failure and (ii) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same. If either the County or HRH performs any of the obligations of the non-performing party, the Party performing the work shall be entitled to reimbursement of the costs thereof, together with an administrative fee equal to ten percent (10%) of such costs, from the non-performing party, within forty-five (45) days after receipt by of the non-performing party of a written statement as to the amounts of such costs and fees incurred.

An "emergency" shall mean any situation where a reasonable person would conclude that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the Premises, (ii) to protect any person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or HRH's ability to utilize the Premises for its intended purposes.

**SECTION 23.**            [Intentionally omitted.]

**SECTION 24.**            NOTICES

*Section 24.01* **Operational Notices:** Any communication consisting of periodic reporting and/or other notices which are not included within the scope of *Section 24.02* which are required or permitted to be made by the Parties regarding this Lease shall be in writing and shall be given to the County, or HRH, or their designated representative, by regular or certified mail in postpaid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the Parties and must be delivered as follows: (a) if to the County, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue,

Yaphank, New York 11980; with copies to the Department of Health Services, Attention: Commissioner, 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739-9006, and the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; (b) if to HRH, at HRH's address first set forth, or at such other address as the County or HRH, may designate in writing. Notice shall be deemed to have been duly given (1) if delivered by Courier Service, the first Business Day subsequent to delivery of the notice to the Courier Service and (2) if mailed by regular or certified mail, upon the seventh Business Day after the mailing thereof.

**Section 24.02 Notices Relating to Termination, Exercise of Lease Rights and/or Litigation:** In the event HRH or the County receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Lease, the Party receiving such notice shall immediately deliver to the other, at the address set forth above, copies of all papers filed by or against it in such lawsuit or legal proceeding.

- a. Any communication or notice regarding termination of this Lease or the exercise of a party's rights under this Lease (including, without limitation, any request for any approval under this Lease or which is necessary in order to commence any time period under this Lease shall be in writing and shall be given to the addresses set forth in *Section 20.01* or at such other addresses that may be specified in writing by the Parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on the County must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier ("Courier Service"), the first Business Day subsequent to delivery of the notice to the Courier Service and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

- b. Any notice by one Party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

**Section 24.03** Each Party shall give prompt written notice to the other Party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

## **SECTION 25. NO COUNTY LIABILITY FOR HRH'S FAILURE**

**Section 25.01** Failure of HRH to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County or any of the County's departments, officers, officials, bureaus, agencies, employees, agents or representatives, unless such failure is the result of the acts or omissions of the County or any of the County's departments, officers, officials, bureaus, agencies, employees, agents or representatives.

## **SECTION 26. SURRENDER OF PREMISES; HOLDOVER**

**Section 26.01** On the Expiration Date or upon the sooner termination of this Lease or upon any re-entry following HRH's uncured default (after giving effect to any applicable notice, grace and/or cure period) by the County, HRH shall, at its expense, quit, surrender, vacate and deliver the Premises to the County in the same order, condition and state of repair existing on the final

execution date of this Lease, ordinary wear, tear and damage by the elements, fire or other casualty excepted, together with all improvements and fixtures therein. Upon the expiration or earlier termination of this Lease, HRH shall, at its expense, remove from the Premises all of HRH's personal property and any personal property of persons claiming by, through or under HRH and all non-approved Alterations, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal.

*Section 26.02* Any personal property or Alterations remaining in the Premises after the early termination of this Lease shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as the County may see fit. If such property not so removed shall be sold, the County may receive and retain the proceeds of such sale and apply the same, at the County's option, against the reasonable expenses of the sale, moving and storage, and any damages to which the County may be entitled. Any excess proceeds shall be the property of the County.

*Section 26.03* Any personal property or Alterations remaining in the Premises after the Expiration Date shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as the County may see fit. If such property not so removed shall be sold, the Landlord may receive and retain the proceeds of such sale and apply the same, at the County's option, against the reasonable expenses of the sale, moving and storage, and any damages to which the Landlord may be entitled. Any excess proceeds shall be the property of the County.

*Section 26.04 Rent and Taxes:* Notwithstanding any other provision of this Lease, in the event HRH shall remain in possession of the Premises after the termination of this Lease without the execution of a new lease between HRH and the County, HRH, subject to all of the other terms of this Lease insofar as the same are applicable to a holdover tenancy, and without waiving HRH's default or preventing the County from suing to obtain possession, shall be deemed to be occupying the Premises as a holdover, at a monthly rental determined in accordance with the provisions of *Section 4.03* of this Lease. In addition, HRH shall be liable to the County for the payment of Real Property Taxes, if any, and all other obligations of the County for the Premises not set forth in this Lease.

- a. Rent for the Premises payable by HRH during any holdover shall be payable to the County, at the County's address first set forth above, or at such other place designated by the County in writing, in equal monthly installments, in advance, on the first day of each calendar month.
- b. In addition to rent, HRH agrees to pay the County one-twelfth (1/12<sup>th</sup>) of any Real Estate Taxes levied upon the Premises in the current year, for each month, or portion thereof, which HRH is a holdover in the Premises, plus any penalties which may be assessed.
  - i) The term "**Real Estate Taxes**" shall mean and be deemed to include all real property taxes, assessments, county taxes, transit taxes, payment in lieu of taxes ("**PILOT**"), or any other governmental charge of a similar nature whether general, special, ordinary, or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, assessments for public improvements or benefits. If, due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy, or other tax shall be substituted for or levied against the owner of the building

and/or the land in lieu of Real Estate Taxes hereinabove defined, upon or with respect to the building or the land of which the Premises are a part, such tax shall be included in the term "Real Estate Taxes". Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax, increase in taxes due to a sale of the property, or capital levy that is or may be imposed upon the property owner.

*Section 26.03* The provisions of this **Section 26** shall survive the expiration or earlier termination of this Lease.

## **SECTION 27. PESTICIDE APPLICATION**

*Section 27.01* HRH agrees to comply with Suffolk County Code Article 1 Chapter 647 and any other County laws, regulations or policies relating to pesticide use as they exist now or as they may be adopted or amended, as relating to the Premises.

## **SECTION 28. ENVIRONMENTAL RESPONSIBILITIES**

*Section 28.01* The County represents and warrants that, to the best of its knowledge, the Building and the Premises have not been used for the generation, treatment, storage, or disposal of Hazardous Materials in violation of applicable Environmental Laws (defined below). If, during the Term, Hazardous Materials not in compliance with Legal Requirements are discovered in any part of the Center, the Building and/or the Premises (other than those Hazardous Materials introduced by HRH, its agents, employees, and/or contractors), the County will immediately undertake or cause to be undertaken remediation or removal of the Hazardous Materials to the extent required by and in accordance with all Environmental Laws. The County agrees to indemnify, defend and hold HRH and its agents, employees, contractors, officers, directors, sublessees, assignees and invitees (collectively, "**Affiliated Parties**") harmless against and reimburse HRH and its Affiliated Parties for: (i) all Hazardous Materials Liabilities asserted against or incurred by HRH or its Affiliated Parties arising out of a breach by the County of the representations, warranties or covenants set forth in this *Section 28.01*; and (ii) the generation, treatment, storage, discharge, spill, release or disposal of Hazardous Materials that occurred prior to the date of this Lease. ("**Pre-Existing Environmental Matters**").

The term "**Hazardous Materials**" as used herein means any substance (i) the presence of which requires special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Law, (ii) which is toxic, explosive, corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, (iii) which is or becomes regulated by any governmental authority under any Environmental Law. The term "**Environmental Laws**" refers to all present and future Legal Requirements relating to (i) emissions, discharges, spills, releases or threatened releases of Hazardous Materials onto land or into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems, (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Materials, or (iii) the protection of human health or the environment.

*Section 28.02* HRH will not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises, except in strict accordance with all Environmental Laws. In the event of a breach of the foregoing, HRH will undertake remediation or removal in accordance with all Environmental Laws. HRH will indemnify, defend and hold the County and the County's

Affiliated Parties harmless against and reimburse the County and the County's Affiliated Parties for all Hazardous Materials Liabilities asserted against or incurred by the County or the County's Affiliated Parties for: (i) all Hazardous Materials Liabilities asserted against or incurred by the County or the County's Affiliated Parties arising out of a breach by the HRH of the representations, warranties or covenants set forth in this Section 28.02; and (ii) a discharge, spill, release or disposal of Hazardous Materials by HRH or its Affiliated Parties, its agents, employees and/or contractors during the Term. HRH shall, at its own expense:

- a. Comply with all Environmental Laws regulating the use, generation, storage, removal, transportation, disposal, encapsulation or remediation of Hazardous Substances introduced by HRH or its Affiliated Parties, in, on or under the Premises.
- b. Make all submissions to, and provide all information required by, and comply with all Environmental Laws applicable to Hazardous Substances introduced in, on, or under the Premises by HRH or its Affiliated Parties.
- c. Prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans should any Governmental Authority asserting appropriate jurisdiction demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials at or from the Premises, only if introduced by HRH or its Affiliated Parties. If the deposit, spill, discharge or other release of Hazardous Materials at or from the Center, the Building or the Premises was introduced by the County, the County shall prepare and submit all required documents and undertake all required actions in a timely manner to comply with all Governmental Authority demands and deadlines; and
- d. Promptly provide all information in HRH's possession regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by County.

*Section 28.03* If a Hazardous Substance is detected on the Premises for which HRH is liable under this Lease, and HRH shall not, within thirty (30) days following notice from County, commence to comply with its obligations under this Lease and thereafter diligently prosecute the performance of such obligations, County shall have the right to perform such obligations on behalf of HRH, and HRH shall pay to County the reasonable fees incurred by County for the cost of such compliance, including the reasonable fees of attorneys, consultants, contractors, experts, laboratories and all other reasonable costs incurred in connection with the performance of such obligations by County, including, the preparation of any feasibility studies or reports and the performance of any required cleanup, remediation, removal, abatement, containment, closure, restoration, or monitoring work.

*Section 28.04* HRH shall, upon becoming aware, promptly notify the County of any failure of the Premises to comply with Environmental Laws. Each of the parties agrees to cooperate with the other in all reasonable ways, but without cost, expense or liability to the cooperating party, to facilitate compliance by the other party with its obligations under this **Section 28**.

The term "**Hazardous Materials Liabilities**" as used herein means all claims, damages, losses, forfeitures, expenses (including investigation and laboratory fees, court costs and litigation expenses), fines, penalties, or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by the other party of its respective representations, warranties, or covenants

under *Sections 28.01, 28.02 or 28.03*, including, without limitation, all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultants' fees, and all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

*Section 28.05* The provisions of this **Section 28** shall survive the expiration or earlier termination of this Lease.

**SECTION 29. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS**

*Section 29.01* The Parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit C** and made a part hereof.

**SECTION 30. PARAGRAPH HEADINGS**

*Section 30.01* The paragraph headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

**SECTION 31. QUIET ENJOYMENT**

*Section 31.01* The County covenants that if and so long as HRH fully and faithfully performs the covenants hereof, HRH shall peaceably and quietly have, hold and enjoy the Premises for the term, subject to the provisions of this Lease.

**SECTION 32. MISCELLANEOUS**

*Section 32.01* HRH may not record this Lease, any portion thereof, any memorandum thereof or make reference thereto in any other recorded document or instrument without the prior written consent of the County.

*Section 32.02* The covenants and agreements contained in this Lease shall bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

*Section 32.03* The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant and to any person, males or females, shall in all instances be assumed as though fully expressed. References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Sections, Exhibits and Schedules of and to this Lease unless specified to the contrary.

*Section 32.04* The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

*Section 32.05* In any action brought by County for the enforcement of the obligations of HRH, County shall be entitled to recover interest at the statutory rate and reasonable attorney's fees.

*Section 32.06* This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Executed facsimiles and/or PDF signatures of this Lease shall be treated as originals for all purposes and may be transmitted and delivered by the parties via electronic mail.

**SECTION 33. NO REPRESENTATIONS**

*Section 33.01* The Parties have made no representations or promises, except as contained herein, or in some further writing signed by the Parties. The County has not made any representations or promises with respect to the physical condition of the Premises, permissible uses of the Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements, or licenses are acquired by HRH by implication or otherwise except as expressly set forth in the provisions of this Lease.

**SECTION 34. NO WAIVER; ORAL CHANGES**

*Section 34.01* The failure of any of the Parties to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally but only by an agreement in writing signed by HRH and the County.

**SECTION 35. GOVERNING LAW**

*Section 35.01* This Lease shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

**SECTION 36. COOPERATION ON CLAIMS**

*Section 36.01* Each of the Parties hereto agrees to render diligently to the others, without additional compensation, any and all cooperation, that may be required to defend the other Parties, its employees and designated representatives against any claim, demand or action that may be brought against the other Parties, its employees or designated representatives in connection with this Lease.

**SECTION 37. NOT A CO-PARTNERSHIP OR JOINT VENTURE**

*Section 37.01* Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the Parties or to constitute HRH as an agent or employee of the County.

**SECTION 38. BROKER**

*Section 38.01* HRH and the County, each to the other, represent and warrant that no broker or finder took any part in any dealings, negotiations, or consultations with respect to the Premises or this Lease. The Parties, each to the other, agree to indemnify, defend, and hold harmless the other against any claim, demand and judgment which may be made or obtained against said Party by any broker claiming a commission for bringing about this Lease.

**SECTION 39. CERTIFICATION**

*Section 39.01* The Parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the Parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five percent (5%) of any party to this Lease.

**SECTION 40. SUCCESSORS BOUND**

*Section 40.01* This Lease shall bind, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns.

**SECTION 41. COUNTY REPRESENTATIVES**

*Section 41.01* It is expressly understood and agreed by and between the Parties hereto that the officers, officials, employees and agents of the County are acting in a representative capacity for the County of Suffolk and not for their own benefit, and HRH shall not have any claim against them or any of them as individuals in any event whatsoever.

**SECTION 42. INDEPENDENT CONTRACTOR**

*Section 42.01* It is expressly agreed that HRH's status hereunder is that of an independent contractor. Neither HRH, nor any person hired by HRH shall be considered employees of the County for any purpose.

**SECTION 43. EXECUTION BY HRH**

*Section 43.01* HRH warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws, operating agreements and/or internal procedures.

**SECTION 44. EXECUTION BY COUNTY**

*Section 44.01* The County warrants that its entry into this Lease was duly considered and authorized by the County Legislature and pursuant to law and/or local or internal procedures.

**SECTION 45. SEVERABILITY**

*Section 45.01* It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

**SECTION 46. INTERPRETATION**

*Section 46.01* This Lease is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the Party causing this Lease to be drafted.

**Signature Page Follows**

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed and delivered as of the last date set forth below.

**LANDLORD**

**TENANT**

COUNTY OF SUFFOLK

HUDSON RIVER HEALTHCARE, INC.

By: \_\_\_\_\_  
Dennis M. Cohen  
Chief Deputy County Executive

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
Dennis M. Brown, Suffolk County Attorney

\_\_\_\_\_, 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: \_\_\_\_\_  
Basia Deren Braddish  
Assistant County Attorney

\_\_\_\_\_  
Name  
Date

Date: \_\_\_\_\_

**REVIEWED AND APPROVED:**  
DEPARTMENT OF HEALTH SERVICES

**REVIEWED AND APPROVED:**  
DEPARTMENT OF PUBLIC WORKS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Gilbert Anderson, P.E.  
Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me, the undersigned, personally appeared *Dennis M. Cohen, Chief Deputy County Executive*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Floor Plan**

DRAFT

**EXHIBIT B**  
**Summary of Responsibilities**

ITEM	COUNTY	HRH
1) UTILITIES (UNLESS SEPARATELY METERED)		
A) GAS		Proportionate Share
B) WATER AND SEWAGE		Paid as an Expense
C) ELECTRICITY		Proportionate Share
2) H.V.A.C. EQUIPMENT		
A) REPAIR & REPLACE	X	
B) PREVENTIVE MAINTENANCE	X	
C) CHANGE AIR FILTER	X	
3) ELECTRIC EQUIPMENT		
A) REPAIR & REPLACE	X	
B) FIXTURE, LAMP & BALLAST REPLACEMENT		X
C) EMERGENCY LIGHTING AND EXIT LIGHTING		X
D) PARKING FIELD & EXTERIOR BUILDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING		
A) REPAIR & REPLACE	Per Section 14	Per Sections 9 and 14
B) [Intentionally omitted.]		
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS	X	
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS	X	
5) STRUCTURAL REPAIRS IN ACCORDANCE WITH SECTIONS 9 AND 14 OF THE LEASE (roof & roofing, interior, drainage structures & systems, sewage structures & systems)	X	

ITEM	COUNTY	HRH
A) REPAIR: sidewalks, curbs, ramps, driveways, parking areas	X	
6) CUSTODIAL		X
7) CLEAN WINDOWS – EXTERIOR, 1X/year		X
8) CARTAGE		X
A) MEDICAL WASTE		X
9) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
10) GROUNDS MAINTENANCE		
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
11) INTERIOR REPAIR & MAINTENANCE		Per Sections 9 and 14
12) INTERIOR PAINTING		X
15) GLAZING		X
16) TAXES (SEE SECTION 5)	N/A	N/A
17) VERMIN AND RODENT EXTERMINATION		X
18) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING	X	
19) FIRE AND SECURITY ALARM – MAINTENANCE AND REPAIR OF EXISTING EQUIPMENT		X

\* For purposes of Water and Sewer Charges, HRH's Proportionate share shall be TBD%.

**EXHIBIT C**  
**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. 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**

DRAFT

**2015 Intergovernmental Relations  
Memorandum of Support**

TITLE OF BILL: Authorizing the lease agreement for use of a portion of county premises located at County Center, 300 Center Drive, Riverhead, New York by Hudson River Healthcare, Inc. (HRHCare).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to authorize a lease agreement with Hudson River Healthcare, Inc. for a portion of the premises located at County Center, 300 Center Drive, Riverhead, New York.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: This legislation will allow HRHCare to enter into a lease agreement with the County for the use of a portion of the premises in Riverhead to facilitate the seamless transition of the Riverhead Health Center. The lease shall be for the duration of fifteen (15) years commencing on or about November 2, 2015 in exchange for the in-kind health care services that HRHCare provides to the County's underserved populations.

FISCAL IMPLICATIONS: None

# COUNTY OF SUFFOLK



**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

July 24, 2015

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to authorize the lease agreement for use of a portion of county premises located at County Center, 300 Center Drive, Riverhead, New York by Hudson River Healthcare, Inc. (HRHCare). HRHCare has expressed its desire to enter into a lease agreement with the County for the use of a portion of the premises in Riverhead to facilitate the seamless transition of the Health Center.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Barbara Marano at 4-0097. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-HRHCare Riverhead Lease.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 Culp, Assistant to the Commissioner of Health Services  
Liza Wright, Senior Budget Analyst



OFFICE OF THE COMMISSIONER  
3500 Sunrise Highway, Suite 124, P. O. Box 9006, Great River, NY 11739-9006  
Phone (631) 854-0100 Fax (631) 854-0108

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

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

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Submitting Department  
(Dept. Name & Location):  
Department of Health Services  
3500 Sunrise Hwy, Suite 124  
Great River, NY 11739

Department Contact Person  
(Name & Phone No.):  
Barbara Marano  
Exec. Assistant for Finance & Admin.  
854-0097

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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.)

This legislation is needed to authorize a lease agreement with Hudson River Healthcare, Inc. for a portion of the premises located at 300 Center Drive, Riverhead, New York. This lease is related to the transfer of health center operations to HRHCare to run the Riverhead Health Center in Riverhead as a Federally Qualified Health Center (FQHC).

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

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PLEASE FILL IN REVERSE SIDE OF FORM

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

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO - 2015, AUTHORIZING FUNDS, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID IN CONNECTION WITH AN ON BOARD ORIGIN TO DESTINATION SURVEY FOR THE SUFFOLK COUNTY TRANSIT BUS SYSTEM (CP5655)**

**WHEREAS**, the County operates a public bus system that operates 50 or more fixed route vehicles in peak service and is located in a UZA of 200,000 or more in population; and

**WHEREAS**, the County is required under Title VI of the Civil Rights Act to collect data regarding customer demographics and travel patterns, collected from passenger surveys; and

**WHEREAS**, the Federal Transit Administration (FTA) and the New York State Department of Transportation (NYSDOT) provide funds for mass transportation projects; and

**WHEREAS**, Suffolk County Legislative Resolution No. 128-2015 authorized the filing of a grant application for Federal fiscal years 2012 and 2013 section 5307 formula funds for mass transportation projects for Suffolk County Transit; and

**WHEREAS**, Grant No. NY-90-X754 has been awarded to Suffolk County by the FTA and includes funds for various mass transportation projects for Suffolk County Transit including funds to conduct an on board, origin to destination demographic survey; and

**WHEREAS**, the Division will utilize a Consultant to provide staff to conduct an on board survey and present the County a report on the findings of the survey; and

**WHEREAS**, the grant agreements for the Federal and associated State financial assistance impose certain obligations upon the County, and require the County to commit resources necessary to initially cover the total project costs of the grants; and

**WHEREAS**, Federal reimbursement to the County will be 80% and State reimbursement to the County will be up to 50% of the non-federal share of federally funded projects, but not to exceed 10% of federally funded total project costs and the County will provide the remaining 10% local share of project costs; and

**WHEREAS**, the total cost of the project is estimated to be \$150,000; and

**WHEREAS**, sufficient funds have not been included within the 2015 Capital Budget and Program and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by federal and/or state aid; and

**WHEREAS**, that the County Legislature, by resolution of even date herewith, has authorized the issuance of \$15,000 in Suffolk County Serial Bonds to cover the County share of this purchase; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5(c)(18), in that the resolution concerns "information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action"; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that the Department of Public Works is authorized to engage consulting services to perform an on board, origin to destination demographic survey for the Suffolk County Transit Bus System subject to approvals of FTA and NYSDOT and pursuant to applicable federal and state regulations; and be it further

**3<sup>rd</sup> RESOLVED**, that the 2015 Capital Budget and Program be and they are hereby amended as follows:

Project No. 5655  
Project Title: Study Projects

	<u>Total Est'd. Cost</u>	<u>Current 2015 Capital Budget &amp; Program</u>	<u>Revised 2015 Capital Budget &amp; Program</u>
1. Planning, Design & Supervision	\$15,000	-0- B	\$15,000B
	\$120,000	-0- F	\$120,000F
	\$15,000	-0- S	\$15,000S
6. TOTAL	\$150,000	-0-	\$150,000

and be it further

**4<sup>th</sup> RESOLVED**, that that the proceeds of \$15,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5655.112	Conduct on-board O/D bus survey	\$15,000

and be it further

**5<sup>th</sup> RESOLVED**, that the State Aid be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5655.112	Conduct on-board O/D bus survey	\$15,000

and be it further

**6<sup>th</sup> RESOLVED**, that the Federal Aid be and they are hereby appropriated as follows:

Proj. No.  
525-CAP-5655.112

Project Title  
Conduct on-board O/D bus survey

Amount  
\$120,000

and be it further

7<sup>th</sup> **RESOLVED**, that the County Treasurer and the County Comptroller are authorized to accept State and Federal aid in connection with this project.

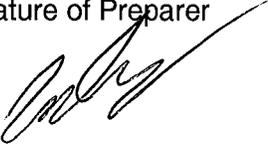
DATED:

APPROVED BY:

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

Date of Approval:

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

<b>1. Type of Legislation</b> Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>		
<b>2. Title of Proposed Legislation</b> —Authorizing funds, amending the 2015 Capital Budget and Program and accepting and appropriating Federal and State aid in connection with an on board, origin to destination survey for the Suffolk County Transit bus system (CP 5655).		
<b>3. Purpose of Proposed Legislation</b> Authorizes Department of Public Works to engage consulting services to perform an on board, origin to destination demographic survey for the Suffolk County Transit Bus System		
<b>4. Will the Proposed Legislation Have a Fiscal Impact?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
<b>5. If the Answer to Item 4 is "yes", on what will it impact? (Circle the appropriate category)</b>		
<input checked="" type="checkbox"/> County	<input type="checkbox"/> Town of Brookhaven	<input type="checkbox"/> Economic Impact
<input type="checkbox"/> Village	<input type="checkbox"/> School District	<input type="checkbox"/> Other
<input type="checkbox"/> Library District	<input type="checkbox"/> Fire District	
<b>6. If the Answer to Item 5 is "yes", Provide Detailed Explanation of Impact.</b> County will contribute 10% share of cost of the projects.		
<b>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision</b> \$15,000		
<b>8. Proposed Source of Funding</b> Federal: \$120,000; State: \$15,000; County: \$15,000		
<b>9. Timing of Impact</b> CFY 2015		
<b>10. Typed Name and Title of Preparer</b>  Garry Lenberger, Director Transportation Operations	<b>11. Signature of Preparer</b>  	<b>12. Date</b>  7/17/15

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

**Part 9: Agreement****UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION****GRANT AGREEMENT  
(FTA G-21, October 1, 2014)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, <http://www.fta.dot.gov/documents/21-Master.pdf>,
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

**FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: NY-90-X754-00

Grantee: SUFFOLK COUNTY

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$15,859,892

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$12,687,914

Amount of This FTA Award (in U.S. Dollars): \$12,687,914

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 7/7/2015

Project Description:

CAPITAL ASSISTANCE-SUF. CO. TRANSIT

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:  
Marilyn G Shazor  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
07/09/2015

**EXECUTION OF GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:  
Gilbert Anderson  
Commissioner  
SUFFOLK COUNTY  
07/14/2015

NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

Joel P. Ettlinger  
Executive Director

**RESOLUTION #2012-12  
DISTRIBUTION OF SECTION 5307 URBANIZED AREA FORMULA PROGRAM FUNDS AND SECTION 5340  
GROWING STATES FORMULA FUNDS FOR  
FEDERAL FISCAL YEAR 2012**

**WHEREAS**, the New York Metropolitan Transportation Council (NYMTC) is a regional council of governments which is the metropolitan planning organization for New York City, Long Island and the lower Hudson Valley; and

**WHEREAS**, Section 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds and High Density States Formula Program funds have been apportioned by the Federal Transit Administration (FTA) to the New York-Newark, NY-NJ-CT Urbanized Area (UZA 1) and the Bridgeport-Stamford, CT-NY Urbanized Area (UZA41) for Federal Fiscal Year (FFY) 2012; and

**WHEREAS**, the states of New York, New Jersey, and Connecticut have agreed to an allocation of the Sections 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds; and

**WHEREAS**, the states of New York, New Jersey, and Connecticut have agreed to continue discussions on how to allocate Section 5340 High Density States Formula Program funds and will come to an agreement on an allocation at a later date; and

**WHEREAS**, NYMTC desires to make Sections 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds available to designated recipients of federal transit funding in its planning area in a timely manner consistent with the requirements of federal authorizing legislation; and

**WHEREAS**, the Metropolitan Transportation Authority (MTA) and the New York City Department of Transportation (NYCDOT), which are member agencies of NYMTC, have agreed that the NYCDOT will retain a portion of its usual share of 5.14% of Section 5307/5340 funding and that the remaining funds will be transferred to the MTA with the understanding that these funds or equivalent funds will be used for the MTA Bus capital program as per MTA's agreement with the City to operate bus service in areas previously served by private bus companies under expired franchise agreements; and

**WHEREAS**, the MTA and NYCDOT have not yet agreed to the respective shares of the 5.14% for FFY 2012, but have agreed to continue discussions on what the respective shares should be and, once an agreement has been reached between the two parties, the respective shares will then be allocated between NYCDOT and MTA; and

**WHEREAS**, federal authorizing legislation established a 1% set-aside for transit enhancements under the Sections 5307 grant program, which the MTA has agreed to apply at a metropolitan level; and

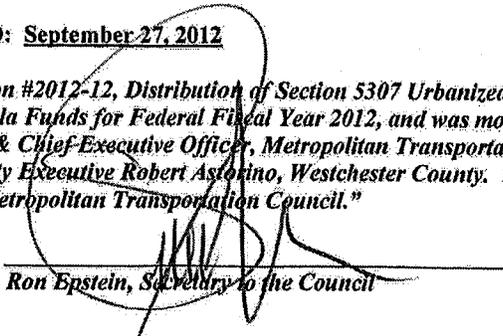
**WHEREAS**, the FTA, as noted in the Federal Register dated July 18, 2012, makes the full amount of the FFY 2012 program apportionments or allocations available for obligation, and the NYMTC designated recipients agree to the percentage shares as outlined in the attached table for their Sections 5307 Urbanized Area Formula Program funds and 5340 Growing States Formula Program funds allocation.

**NOW, THEREFORE, BE IT RESOLVED** that NYMTC agrees to distribute the full allocation of Section 5307 Urbanized Area Formula Program funds and 5340 Growing States Formula Program funds for FFY 2012 as specified in Attachment 1 of this resolution.

This resolution shall take effect the 27<sup>th</sup> day of September, two thousand and twelve.

**ADOPTED: September 27, 2012**

*"I hereby certify that the above is a true copy of Resolution #2012-12, Distribution of Section 5307 Urbanized Area Formula Program Funds and Section 5340 Growing States Formula Funds for Federal Fiscal Year 2012, and was motioned by Mr. William Wheeler, representing Mr. Joseph Lhota, Chair & Chief Executive Officer, Metropolitan Transportation Authority, and seconded by Ms. Christine Sculli, representing County Executive Robert Astorino, Westchester County. This Resolution was adopted and passed unanimously by the New York Metropolitan Transportation Council."*

  
\_\_\_\_\_  
Ron Epstein, Secretary to the Council

THE METROPOLITAN PLANNING ORGANIZATION

199 WATER STREET ▼ NEW YORK ▼ NEW YORK ▼ 10038-3534 ▼ 212.383.7200 ▼ WWW.NYMTC.ORG

<b>RESOLUTION #2012-12; ATTACHMENT 1 (corrected)</b>		
<b>FFY 12</b>	<b>Traditional</b>	
<b>Transit System</b>	<b>%</b>	<b>Distribution</b>
MTA -NYCT		
MTA-Commuter Rail		
<b>MTA-Total</b>	<b>89.86%</b>	<b>\$541,668,438</b>
NYCDOT for SIF and MTA Bus	5.14%*	\$30,983,483
<b>NYCDOT &amp; MTA Subtotal</b>	<b>95.00%</b>	<b>\$572,651,921</b>
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<b>NYMTC Grand Total</b>	<b>100.00%</b>	<b>\$602,791,496</b>
Funding Sources:		
UZA1 S5307/S5340GS Total		\$601,797,968
UZA 41 S5307/S5340 Total		\$993,528
<b>Grand Total</b>		<b>\$602,791,496</b>
* To be sub-allocated between MTA and NYCDOT via separate letter to the FTA		

NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

Joel P. Ettlinger  
Executive Director

**PROGRAM, FINANCE, AND ADMINISTRATION COMMITTEE (PFAC)**

**RESOLUTION #362  
DISTRIBUTION OF SECTIONS 5307 AND 5340 CAPITAL FUNDS FOR  
FEDERAL FISCAL YEAR 2013**

**WHEREAS**, the New York Metropolitan Transportation Council (NYMTC) is a regional council of governments which is the metropolitan planning organization for New York City, Long Island and the lower Hudson Valley; and

**WHEREAS**, Section 5307 and Section 5340 capital funds have been apportioned by the Federal Transit Administration (FTA) to the New York-Newark, NY-NJ-CT Urbanized Area (UZA 1) and the Bridgeport-Stamford, CT-NY Urbanized Area (UZA 48) for Federal Fiscal Year (FFY) 2013; and

**WHEREAS**, the states of New York, New Jersey and Connecticut have not yet reached agreement on an allocation of these Sections 5307 and 5340 funds; and

**WHEREAS**, NYMTC desires to make Section 5307/5340 funds available to the designated recipients of federal transit funding in its planning area in a timely manner consistent with federal requirements; and

**WHEREAS**, the federal transportation authorization act, *Moving Ahead for Progress in the 21<sup>st</sup> Century* (MAP-21), establishes a 1% set-aside for transit enhancements under the Sections 5307 and 5340 programs, which the Metropolitan Transportation Authority has agreed to apply at a metropolitan level; and

**WHEREAS**, the FTA, as noted in the Federal Register dated May 13, 2013, makes the full amount of the FFY 2013 program apportionments available for obligation, and the NYMTC designated recipients agree to the percentages as outlined in the attached table for the distribution of Sections 5307 and 5340 funding.

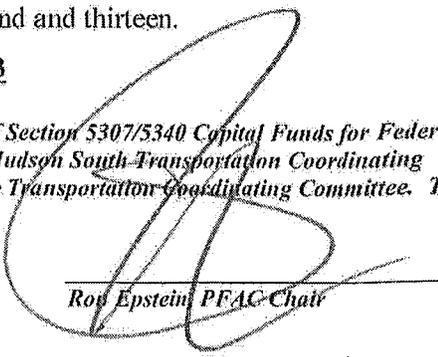
**NOW, THEREFORE, BE IT RESOLVED** that PFAC agrees to distribute the full FFY 2013 allocation of Sections 5307 and 5340 capital funds for FFY 2013 as specified in the attachment; and

**BE IT FURTHER RESOLVED** that the funding distribution to the NYMTC designated recipients is contingent on an agreement between the states of New York, New Jersey and Connecticut on the allocation of the FTA FFY 2013 apportionment. Should that agreement affect the grand total funding amount specified in the attached table, the percentages specified in the table will be applied to the agreed upon grand total funding amount to establish the funding distribution to the NYMTC designated recipients.

This resolution shall take effect the eleventh day of July two thousand and thirteen.

**ADOPTED: July 11, 2013**

*"I hereby certify that the above is a true copy of Resolution #362, Distribution of Section 5307/5340 Capital Funds for Federal Fiscal Year 2013, and was motioned by Mr. John Pilner, representing the Mid-Hudson South Transportation Coordinating Committee and seconded by Mr. Sandy Hornick, representing the New York City Transportation Coordinating Committee. This Resolution was adopted and passed unanimously."*

  
Rob Epstein PFAC Chair

<b>DRAFT FFY 13</b>			
Transit System			
	Traditional %	5307 / 5340 Distribution	1% Enhancement
MTA -NYCT MTA-Commuter Rail			
MTA-Total	89.86%	\$ 554,616,079	
NYCDOT for SIF and MTA Bus*	5.14%	\$ 31,724,089	
NYCDOT & MTA Subtotal	95.00%	\$ 586,340,168	
Westchester	1.46%	\$ 9,011,123	
Rockland	0.61%	\$ 3,764,921	
Putnam	0.11%	\$ 678,920	
Nassau:			
NICE	1.60%	\$ 9,875,203	
Long Beach	0.06%	\$ 370,320	
Suffolk:			
SCT	1.04%	\$ 6,418,882	
HART	0.12%	\$ 740,640	
Downstate Suburban	5.00%	\$ 30,860,009	
NYMTC Grand Total	100.00%	\$ 617,200,177	\$ 6,172,002
Funding Sources:			
UZA1**		\$ 616,085,219	
UZA 48***		\$ 1,114,958	
Grand Total		\$ 617,200,177	

Notes

\* To be sub-allocated between MTA and NYCDOT via separate letter to FTA

\*\* Allocation of Section 5307 and 5340 Growing States

\*\*\* Allocation of Section 5307 and 5340

Resolution #362 - Attachment

## MEMORANDUM OF SUPPORT

**TITLE OF BILL:** AUTHORIZING FUNDS, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID IN CONNECTION WITH AN ON BOARD ORIGIN TO DESTINATION SURVEY FOR THE SUFFOLK COUNTY TRANSIT BUS SYSTEM (CP5655)

**PURPOSE OR GENERAL IDEA OF BILL:** Authorizes Department of Public Works to engage consulting services to perform an on board, origin to destination demographic survey for the Suffolk County Transit Bus System

**SUMMARY OF SPECIFIC PROVISIONS:** Authorizes Department of Public Works to engage consulting services to perform an on board, origin to destination demographic survey for the Suffolk County Transit Bus System, authorizes County funds, amends capital program to include this project and accepts and appropriates federal and state aid.

**JUSTIFICATION:** The County, as an operator of a public bus system that operates 50 or more fixed route vehicles in peak service and is located in a UZA of 200,000 or more in population is required under Title VI of the Civil Rights Act to collect data regarding customer demographics and travel patterns, collected from passenger surveys.

**FISCAL IMPLICATIONS:** The total cost is estimated to be \$150,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X754.

# 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  
Department of Public Works 

**DATE:** July 20, 2015

**RE:** Draft resolution authorizing funds, amending the 2015 Capital Budget and Program and accepting and appropriating Federal and State aid in connection with an on board, origin to destination survey for the Suffolk County Transit bus system (CP 5655).

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Attached, please find a draft resolution authorizing funds, amending the 2015 Capital Budget and Program and accepting and appropriating Federal and State aid in connection with an on board, origin to destination survey for the Suffolk County Transit bus system. Information will be collected on the race, color, national origin, English proficiency, language spoken at home, household income and travel patterns of their riders via a customer survey. This information shall be used to develop a demographic profile comparing minority riders and non-minority riders, and trips taken by minority riders and non-minority riders as required by Title VI of the Civil Rights Act. Demographic information shall also be collected on fare usage by fare type amongst minority users and low-income users, in order to assist with fare equity analyses. DPW will contract with third party to conduct this survey. Contractor will be required to provide staff to conduct on board surveys and present the County a report on the findings of the survey.

The total cost is estimated to be \$150,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X754.

This proposed resolution, with backup, will be forwarded electronically titled: "Reso-DPW- On Board OD Survey 2015."

As per Local Law 40, it is requested that this resolution to accept and appropriate grant funds be given immediate legislative consideration at the next meeting of the Suffolk County Legislature. If you have any questions, please do not hesitate to contact Garry Lenberger, Director of Transportation Operations, at 2-4880.

GA:GL:cc  
Enclosures

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Intro Res. No. 1654-15

Laid on Table 7/28/15

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO - 2015, AUTHORIZING FUNDS TO UPGRADE THE PARATRANSIT RESERVATION SYSTEM FOR THE SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION (SCAT) PROGRAM, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID (CP5659)**

**WHEREAS**, the County desires to update the base map in the County's Trapeze Pass paratransit reservation program, which has not been updated since 2009; and

**WHEREAS**, the County desires to add the functionality of online trip reservation to the Trapeze Pass paratransit reservation system; and

**WHEREAS**, the Federal Transit Administration (FTA) and the New York State Department of Transportation (NYSDOT) provide funds for mass transportation projects; and

**WHEREAS**, Suffolk County Legislative Resolution No. 128-2015 authorized the filing of a grant application for Federal fiscal years 2012 and 2013 section 5307 formula funds for mass transportation projects for Suffolk County Transit; and

**WHEREAS**, Grant No. NY-90-X754 has been awarded to Suffolk County by the FTA and includes funds for various mass transportation projects for Suffolk County Transit including funds for upgrades to the paratransit reservation system; and

**WHEREAS**, the grant agreements for the Federal and associated State financial assistance impose certain obligations upon the County, and require the County to commit resources necessary to initially cover the total project costs of the grants; and

**WHEREAS**, Federal reimbursement to the County will be 80% and State reimbursement to the County will be up to 50% of the non-federal share of federally funded projects, but not to exceed 10% of federally funded total project costs and the County will provide the remaining 10% local share of project costs; and

**WHEREAS**, the total cost of the project is estimated to be \$125,000; and

**WHEREAS**, sufficient funds have not been included within the 2015 Capital Budget and Program and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by federal and/or state aid; and

**WHEREAS**, that the County Legislature, by resolution of even date herewith, has authorized the issuance of \$12,500 in Suffolk County Serial Bonds to cover the County share of this purchase; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5(c)(25), in that the

resolution concerns the "purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials"; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that the Department of Public Works is authorized to purchase the aforementioned upgrades to its Trapeze Pass paratransit reservation system subject to approvals of FTA and NYSDOT and pursuant to applicable federal and state regulations; and be it further

**3<sup>rd</sup> RESOLVED**, that the 2015 Capital Budget and Program be and they are hereby amended as follows:

Project No. 5659  
Project Title: Public Transit Computer Systems

	<u>Total Est'd. Cost</u>	<u>Current 2015 Capital Budget &amp; Program</u>	<u>Revised 2015 Capital Budget &amp; Program</u>
5. Furniture & Equipment	\$12,500	-0- B	\$12,500B
	\$100,000	-0- F	\$100,000F
	\$12,500	-0- S	\$12,500S
6. TOTAL	\$125,000	-0-	\$125,000

and be it further

**4<sup>th</sup> RESOLVED**, that that the proceeds of \$12,500 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5659.501	Upgrade paratransit reservation system	\$12,500

and be it further

**5<sup>th</sup> RESOLVED**, that the State Aid be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5659.501	Upgrade paratransit reservation system	\$12,500

and be it further

**6<sup>th</sup> RESOLVED**, that the Federal Aid be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5659.501	Upgrade paratransit reservation system	\$100,000

and be it further

7<sup>th</sup> **RESOLVED**, that the County Treasurer and the County Comptroller are authorized to accept State and Federal aid in connection with this project.

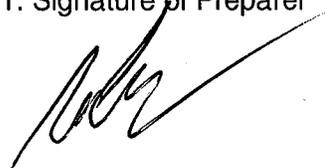
DATED:

APPROVED BY:

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

Date of Approval:

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

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>		
2. Title of Proposed Legislation		
authorizing funds to upgrade the paratransit reservation system for the Suffolk County Accessible Transportation (SCAT) program, amending the 2015 Capital Budget and Program and accepting and appropriating Federal and State aid (CP 5659).		
3. Purpose of Proposed Legislation		
Authorizes Department of Public Works to purchase upgrades to its Trapeze Pass paratransit reservation system.		
4. Will the Proposed Legislation Have a Fiscal Impact?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
5. If the Answer to Item 4 is "yes", on what will it impact? (Circle the appropriate category)		
<input checked="" type="checkbox"/> County	<input type="checkbox"/> Town of Brookhaven	<input type="checkbox"/> Economic Impact
<input type="checkbox"/> Village	<input type="checkbox"/> School District	<input type="checkbox"/> Other
<input type="checkbox"/> Library District	<input type="checkbox"/> Fire District	
6. If the Answer to Item 5 is "yes", Provide Detailed Explanation of Impact.		
County will contribute 10% share of cost of the projects.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision		
\$12,500		
8. Proposed Source of Funding		
Federal: \$100,000; State: \$12,500; County: \$12,500		
9. Timing of Impact		
CFY 2015		
10. Typed Name and Title of Preparer	11. Signature of Preparer	12. Date
Garry Lenberger, Director Transportation Operations		7/17/15

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

**Part 9: Agreement****UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION****GRANT AGREEMENT  
(FTA G-21, October 1, 2014)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014,  
<http://www.fta.dot.gov/documents/21-Master.pdf>,
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

**FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: NY-90-X754-00

Grantee: SUFFOLK COUNTY

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$15,859,892

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$12,687,914

Amount of This FTA Award (in U.S. Dollars): \$12,687,914

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 7/7/2015

Project Description:

CAPITAL ASSISTANCE-SUF. CO. TRANSIT

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:

Marilyn G Shazor  
Regional Administrator  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
07/09/2015

**EXECUTION OF GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:

Gilbert Anderson  
Commissioner  
SUFFOLK COUNTY  
07/14/2015

NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

Joel P. Ettlinger  
Executive Director

**RESOLUTION #2012-12**  
**DISTRIBUTION OF SECTION 5307 URBANIZED AREA FORMULA PROGRAM FUNDS AND SECTION 5340 GROWING STATES FORMULA FUNDS FOR FEDERAL FISCAL YEAR 2012**

**WHEREAS**, the New York Metropolitan Transportation Council (NYMTC) is a regional council of governments which is the metropolitan planning organization for New York City, Long Island and the lower Hudson Valley; and

**WHEREAS**, Section 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds and High Density States Formula Program funds have been apportioned by the Federal Transit Administration (FTA) to the New York-Newark, NY-NJ-CT Urbanized Area (UZA 1) and the Bridgeport-Stamford, CT-NY Urbanized Area (UZA41) for Federal Fiscal Year (FFY) 2012; and

**WHEREAS**, the states of New York, New Jersey, and Connecticut have agreed to an allocation of the Sections 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds; and

**WHEREAS**, the states of New York, New Jersey, and Connecticut have agreed to continue discussions on how to allocate Section 5340 High Density States Formula Program funds and will come to an agreement on an allocation at a later date; and

**WHEREAS**, NYMTC desires to make Sections 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds available to designated recipients of federal transit funding in its planning area in a timely manner consistent with the requirements of federal authorizing legislation; and

**WHEREAS**, the Metropolitan Transportation Authority (MTA) and the New York City Department of Transportation (NYCDOT), which are member agencies of NYMTC, have agreed that the NYCDOT will retain a portion of its usual share of 5.14% of Section 5307/5340 funding and that the remaining funds will be transferred to the MTA with the understanding that these funds or equivalent funds will be used for the MTA Bus capital program as per MTA's agreement with the City to operate bus service in areas previously served by private bus companies under expired franchise agreements; and

**WHEREAS**, the MTA and NYCDOT have not yet agreed to the respective shares of the 5.14% for FFY 2012, but have agreed to continue discussions on what the respective shares should be and, once an agreement has been reached between the two parties, the respective shares will then be allocated between NYCDOT and MTA; and

**WHEREAS**, federal authorizing legislation established a 1% set-aside for transit enhancements under the Sections 5307 grant program, which the MTA has agreed to apply at a metropolitan level; and

**WHEREAS**, the FTA, as noted in the Federal Register dated July 18, 2012, makes the full amount of the FFY 2012 program apportionments or allocations available for obligation, and the NYMTC designated recipients agree to the percentage shares as outlined in the attached table for their Sections 5307 Urbanized Area Formula Program funds and 5340 Growing States Formula Program funds allocation.

**NOW, THEREFORE, BE IT RESOLVED** that NYMTC agrees to distribute the full allocation of Section 5307 Urbanized Area Formula Program funds and 5340 Growing States Formula Program funds for FFY 2012 as specified in Attachment 1 of this resolution.

This resolution shall take effect the 27<sup>th</sup> day of September, two thousand and twelve.

**ADOPTED: September 27, 2012**

*"I hereby certify that the above is a true copy of Resolution #2012-12, Distribution of Section 5307 Urbanized Area Formula Program Funds and Section 5340 Growing States Formula Funds for Federal Fiscal Year 2012, and was motioned by Mr. William Wheeler, representing Mr. Joseph Lhota, Chair & Chief Executive Officer, Metropolitan Transportation Authority, and seconded by Ms. Christine Scull, representing County Executive Robert Astorino, Westchester County. This Resolution was adopted and passed unanimously by the New York Metropolitan Transportation Council."*

*Ron Epstein, Secretary to the Council*

<b>RESOLUTION #2012-12; ATTACHMENT 1 (corrected)</b>		
<b>FFY 12</b>	<b>Traditional</b>	
<b>Transit System</b>	<b>%</b>	<b>Distribution</b>
MTA -NYCT		
MTA-Commuter Rail		
<b>MTA-Total</b>	<b>89.86%</b>	<b>\$541,668,438</b>
NYCDOT for SIF and MTA Bus	5.14%*	\$30,983,483
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NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

Joel P. Ettlinger  
Executive Director

PROGRAM, FINANCE, AND ADMINISTRATION COMMITTEE (PFAC)

**RESOLUTION #362**  
**DISTRIBUTION OF SECTIONS 5307 AND 5340 CAPITAL FUNDS FOR**  
**FEDERAL FISCAL YEAR 2013**

**WHEREAS**, the New York Metropolitan Transportation Council (NYMTC) is a regional council of governments which is the metropolitan planning organization for New York City, Long Island and the lower Hudson Valley; and

**WHEREAS**, Section 5307 and Section 5340 capital funds have been apportioned by the Federal Transit Administration (FTA) to the New York-Newark, NY-NJ-CT Urbanized Area (UZA 1) and the Bridgeport-Stamford, CT-NY Urbanized Area (UZA 48) for Federal Fiscal Year (FFY) 2013; and

**WHEREAS**, the states of New York, New Jersey and Connecticut have not yet reached agreement on an allocation of these Sections 5307 and 5340 funds; and

**WHEREAS**, NYMTC desires to make Section 5307/5340 funds available to the designated recipients of federal transit funding in its planning area in a timely manner consistent with federal requirements; and

**WHEREAS**, the federal transportation authorization act, *Moving Ahead for Progress in the 21<sup>st</sup> Century* (MAP-21), establishes a 1% set-aside for transit enhancements under the Sections 5307 and 5340 programs, which the Metropolitan Transportation Authority has agreed to apply at a metropolitan level; and

**WHEREAS**, the FTA, as noted in the Federal Register dated May 13, 2013, makes the full amount of the FFY 2013 program apportionments available for obligation, and the NYMTC designated recipients agree to the percentages as outlined in the attached table for the distribution of Sections 5307 and 5340 funding.

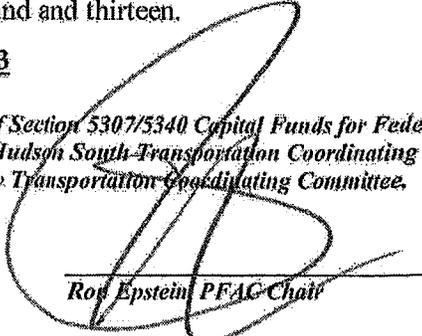
**NOW, THEREFORE, BE IT RESOLVED** that PFAC agrees to distribute the full FFY 2013 allocation of Sections 5307 and 5340 capital funds for FFY 2013 as specified in the attachment; and

**BE IT FURTHER RESOLVED** that the funding distribution to the NYMTC designated recipients is contingent on an agreement between the states of New York, New Jersey and Connecticut on the allocation of the FTA FFY 2013 apportionment. Should that agreement affect the grand total funding amount specified in the attached table, the percentages specified in the table will be applied to the agreed upon grand total funding amount to establish the funding distribution to the NYMTC designated recipients.

This resolution shall take effect the eleventh day of July two thousand and thirteen.

**ADOPTED: July 11, 2013**

*"I hereby certify that the above is a true copy of Resolution #362, Distribution of Section 5307/5340 Capital Funds for Federal Fiscal Year 2013, and was motioned by Mr. John Pilner, representing the Mid-Hudson South Transportation Coordinating Committee and seconded by Mr. Sandy Hornick, representing the New York City Transportation Coordinating Committee. This Resolution was adopted and passed unanimously."*

  
Ron Epstein PFAC Chair

DRAFT FFY 13			
Transit System			
MTA -NYCT MTA-Commuter Rail	Traditional %	5307 / 5340 Distribution	1% Enhancement
MTA-Total	89.86%	\$ 554,616,079	
NYCDOT for SIF and MTA Bus*	5.14%	\$ 31,724,089	
NYCDOT & MTA Subtotal	95.00%	\$ 586,340,168	
Westchester	1.46%	\$ 9,011,123	
Rockland	0.61%	\$ 3,764,921	
Putnam	0.11%	\$ 678,920	
Nassau:			
NICE	1.60%	\$ 9,875,203	
Long Beach	0.06%	\$ 370,320	
Suffolk:			
SCT	1.04%	\$ 6,418,882	
HART	0.12%	\$ 740,640	
Downstate Suburban	5.00%	\$ 30,860,009	
NYMTC Grand Total	100.00%	\$ 617,200,177	\$ 6,172,002
Funding Sources:			
UZA1**		\$ 616,085,219	
UZA 48 ***		\$ 1,114,958	
Grand Total		\$ 617,200,177	

Notes

\* To be sub-allocated between MTA and NYCDOT via separate letter to FTA

\*\* Allocation of Section 5307 and 5340 Growing States

\*\*\* Allocation of Section 5307 and 5340

Resolution #362 - Attachment

## MEMORANDUM OF SUPPORT

**TITLE OF BILL:** AUTHORIZING FUNDS TO UPGRADE THE PARATRANSIT RESERVATION SYSTEM FOR THE SUFFOLK COUNTY ACCESSIBLE TRANSPORTATION (SCAT) PROGRAM, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID (CP5659)

**PURPOSE OR GENERAL IDEA OF BILL:** Authorizes Department of Public Works to purchase upgrades to its Trapeze Pass paratransit reservation system

**SUMMARY OF SPECIFIC PROVISIONS:** Authorizes Department of Public Works to purchase upgrades to its Trapeze Pass paratransit reservation system, authorizes County funds, amends capital program to include this project and accepts and appropriates federal and state aid.

**JUSTIFICATION:** Upgrades to the County's Trapeze Pass paratransit software system are necessary, specifically, to upgrade the current base map and add functionality of online trip reservation. Current base map has not been updated since 2009, and does not include new buildings and developments created since then. Updated map will be used to feed AVL system for paratransit turn by turn directions. Purchase of Trapeze PASS-WEB module will allow riders to confirm and cancel their trips online, as well as book reservations for trips. This will add convenience for paratransit riders as well as reduce wait times to speak with a phone reservationist.

**FISCAL IMPLICATIONS:** The total cost is estimated to be \$125,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X754.

# 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  
Department of Public Works

**DATE:** July 20, 2015

**RE:** Draft resolution authorizing funds to upgrade the paratransit reservation system for the Suffolk County Accessible Transportation (SCAT) program, amending the 2015 Capital Budget and Program and accepting and appropriating Federal and State aid (CP 5659)

Attached, please find a draft resolution authorizing funds to upgrade the paratransit reservation system for the Suffolk County Accessible Transportation (SCAT) program, amending the 2015 Capital Budget and Program and accepting and appropriating Federal and State aid. Upgrades to the County's Trapeze Pass paratransit software system are necessary, specifically, to upgrade the current base map and add functionality of online trip reservation. Current base map has not been updated since 2009, and does not include new buildings and developments created since then. Updated map will be used to feed AVL system for paratransit turn by turn directions. Purchase of Trapeze PASS-WEB module will allow riders to confirm and cancel their trips online, as well as book reservations for trips. This will add convenience for paratransit riders as well as reduce wait times to speak with a phone reservationist.

The total cost is estimated to be \$125,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X754.

This proposed resolution, with backup, will be forwarded electronically titled: "Reso-DPW- Upgrade Paratransit Reservation System 2015."

As per Local Law 40, it is requested that this resolution to accept and appropriate grant funds be given immediate legislative consideration at the next meeting of the Suffolk County Legislature. If you have any questions, please do not hesitate to contact Garry Lenberger, Director of Transportation Operations, at 2-4880.

GA:GL:cc  
Enclosures

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Intro Res. No. 1655-15

Laid on Table 7/28/15

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO - 2015, AUTHORIZING THE  
PURCHASE OF 3 SUPPORT VEHICLES FOR THE  
SUFFOLK COUNTY DPW/TRANSPORTATION DIVISION  
AND ACCEPTING AND APPROPRIATING FEDERAL  
AND STATE AID AND COUNTY FUNDS (CP 5658)**

**WHEREAS**, the Suffolk County Department of Public Works/Transportation Division has need for vehicles for staff to attend meetings, conduct site visits, carry supplies, do field work, transport visiting contractors and employees of other governmental agencies, and conduct surveillance of transit buses; and

**WHEREAS**, the three vehicles currently used for this purpose are eligible to be replaced under Federal Transit Administration (FTA) guidelines; and

**WHEREAS**, the FTA and the New York State Department of Transportation (NYSDOT) provide funds for mass transportation projects; and

**WHEREAS**, Suffolk County Legislative Resolution No. 128-2015 authorized the filing of a grant application for Federal fiscal years 2012 and 2013 section 5307 formula funds for mass transportation projects for Suffolk County Transit; and

**WHEREAS**, Grant No. NY-90-X754 has been awarded to Suffolk County by the FTA and includes funds for various mass transportation projects for Suffolk County Transit including the purchase of support vehicles; and

**WHEREAS**, the grant agreements for the Federal and associated State financial assistance impose certain obligations upon the County, and require the County to commit resources necessary to initially cover the total project costs of the grants; and

**WHEREAS**, Federal reimbursement to the County will be 80% and State reimbursement to the County will be up to 50% of the non-federal share of federally funded projects, but not to exceed 10% of federally funded total project costs and the County will provide the remaining 10% local share of project costs; and

**WHEREAS**, the total cost of the purchase is estimated to be \$75,000; and

**WHEREAS**, there are sufficient funds within the 2015 Capital Budget and Program;  
and

**WHEREAS**, that the County Legislature, by resolution of even date herewith, has authorized the issuance of \$7,500 in Suffolk County Serial Bonds to cover the County share of this purchase; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive materials, pesticides, herbicides or other hazardous materials, and

adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of thirty-six (36) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the Purchasing Division is authorized to acquire 3 support vehicles for the Suffolk County DPW/Transportation Division; and be it further

**4<sup>th</sup> RESOLVED**, that that the proceeds of \$7,500 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5658.553	Purchase of 3 Support Vehicles	\$7,500

and be it further

**5<sup>th</sup> RESOLVED**, that the State Aid be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5658.553	Purchase of 3 Support Vehicles	\$7,500

and be it further

**6<sup>th</sup> RESOLVED**, that the Federal Aid be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5658.553	Purchase of 3 Support Vehicles	\$60,000

and be it further

**7<sup>th</sup> RESOLVED**, that the County Treasurer and the County Comptroller are authorized to accept State and Federal aid in connection with this project.

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):

Public Works/Transportation Division  
Yaphank

Department Contact Person  
(Name & Phone No.):

Garry Lenberger  
852-4880

---

Suggestion Involves:

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

  x   New Program

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

\_\_\_\_\_ Contract (New Rev. )

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

Purchase of new service vehicles will allow DPW/Transportation Division to replace 3 vehicles currently in use (2007 Ford Escape (2), 2008 Chevrolet Uplander (1)). These vehicles are eligible to be replaced under Federal Transit Administration (FTA) guidelines. The vehicles will allow Transportation Division staff to attend meetings, conduct site visits, carry supplies, do field work, transport visiting contractors and employees of other governmental agencies, and conduct surveillance of transit buses.

The total cost of all projects in the application translates to \$75,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs.

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

N/A

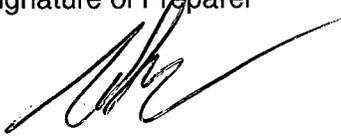
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PLEASE FILL IN REVERSE SIDE OF FORM

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

**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		
AUTHORIZING THE PURCHASE OF 3 SUPPORT VEHICLES FOR THE SUFFOLK COUNTY DPW/TRANSPORTATION DIVISION AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)		
3. Purpose of Proposed Legislation		
Authorizes the purchase of up 3 support vehicles for the Suffolk County DPW/Transportation Division, accepts and appropriates Federal aid and State aid and County funds.		
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 the appropriate category)		
<input checked="" type="checkbox"/> County	<input type="checkbox"/> Town of Brookhaven	<input type="checkbox"/> Economic Impact
<input type="checkbox"/> Village	<input type="checkbox"/> School District	<input type="checkbox"/> Other
<input type="checkbox"/> Library District	<input type="checkbox"/> Fire District	
6. If the Answer to Item 5 is "yes", Provide Detailed Explanation of Impact.		
County will contribute 10% share of cost of the projects.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision		
\$7,500		
8. Proposed Source of Funding		
Federal: \$60,000; State: \$7,500; County: \$7,500		
9. Timing of Impact		
CFY 2015		
10. Typed Name and Title of Preparer	11. Signature of Preparer	12. Date
Garry Lenberger, Director Transportation Operations		7/17/15

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

**Part 9: Agreement****UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION****GRANT AGREEMENT  
(FTA G-21, October 1, 2014)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, <http://www.fta.dot.gov/documents/21-Master.pdf>,
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

**FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: NY-90-X754-00

Grantee: SUFFOLK COUNTY

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$15,859,892

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$12,687,914

Amount of This FTA Award (in U.S. Dollars): \$12,687,914

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:



NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

Joel P. Ettinger  
Executive Director

**RESOLUTION #2012-12**  
**DISTRIBUTION OF SECTION 5307 URBANIZED AREA FORMULA PROGRAM FUNDS AND SECTION 5340 GROWING STATES FORMULA FUNDS FOR FEDERAL FISCAL YEAR 2012**

**WHEREAS**, the New York Metropolitan Transportation Council (NYMTC) is a regional council of governments which is the metropolitan planning organization for New York City, Long Island and the lower Hudson Valley; and

**WHEREAS**, Section 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds and High Density States Formula Program funds have been apportioned by the Federal Transit Administration (FTA) to the New York-Newark, NY-NJ-CT Urbanized Area (UZA 1) and the Bridgeport-Stamford, CT-NY Urbanized Area (UZA41) for Federal Fiscal Year (FFY) 2012; and

**WHEREAS**, the states of New York, New Jersey, and Connecticut have agreed to an allocation of the Sections 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds; and

**WHEREAS**, the states of New York, New Jersey, and Connecticut have agreed to continue discussions on how to allocate Section 5340 High Density States Formula Program funds and will come to an agreement on an allocation at a later date; and

**WHEREAS**, NYMTC desires to make Sections 5307 Urbanized Area Formula Program funds and Section 5340 Growing States Formula Program funds available to designated recipients of federal transit funding in its planning area in a timely manner consistent with the requirements of federal authorizing legislation; and

**WHEREAS**, the Metropolitan Transportation Authority (MTA) and the New York City Department of Transportation (NYCDOT), which are member agencies of NYMTC, have agreed that the NYCDOT will retain a portion of its usual share of 5.14% of Section 5307/5340 funding and that the remaining funds will be transferred to the MTA with the understanding that these funds or equivalent funds will be used for the MTA Bus capital program as per MTA's agreement with the City to operate bus service in areas previously served by private bus companies under expired franchise agreements; and

**WHEREAS**, the MTA and NYCDOT have not yet agreed to the respective shares of the 5.14% for FFY 2012, but have agreed to continue discussions on what the respective shares should be and, once an agreement has been reached between the two parties, the respective shares will then be allocated between NYCDOT and MTA; and

**WHEREAS**, federal authorizing legislation established a 1% set-aside for transit enhancements under the Sections 5307 grant program, which the MTA has agreed to apply at a metropolitan level; and

**WHEREAS**, the FTA, as noted in the Federal Register dated July 18, 2012, makes the full amount of the FFY 2012 program apportionments or allocations available for obligation, and the NYMTC designated recipients agree to the percentage shares as outlined in the attached table for their Sections 5307 Urbanized Area Formula Program funds and 5340 Growing States Formula Program funds allocation.

**NOW, THEREFORE, BE IT RESOLVED** that NYMTC agrees to distribute the full allocation of Section 5307 Urbanized Area Formula Program funds and 5340 Growing States Formula Program funds for FFY 2012 as specified in Attachment 1 of this resolution.

This resolution shall take effect the 27<sup>th</sup> day of September, two thousand and twelve.

**ADOPTED: September 27, 2012**

*"I hereby certify that the above is a true copy of Resolution #2012-12, Distribution of Section 5307 Urbanized Area Formula Program Funds and Section 5340 Growing States Formula Funds for Federal Fiscal Year 2012, and was motioned by Mr. William Wheeler, representing Mr. Joseph Lhota, Chair & Chief Executive Officer, Metropolitan Transportation Authority, and seconded by Ms. Christine Scutti, representing County Executive Robert Astorino, Westchester County. This Resolution was adopted and passed unanimously by the New York Metropolitan Transportation Council."*

*Ron Epstein, Secretary to the Council*

<b>RESOLUTION #2012-12; ATTACHMENT 1 (corrected)</b>		
<b>FFY 12</b>	<b>Traditional</b>	
<b>Transit System</b>	<b>%</b>	<b>Distribution</b>
MTA -NYCT		
MTA-Commuter Rail		
<b>MTA-Total</b>	<b>89.86%</b>	<b>\$541,668,438</b>
<b>NYCDOT for SIF and MTA Bus</b>	<b>5.14%*</b>	<b>\$30,983,483</b>
<b>NYCDOT &amp; MTA Subtotal</b>	<b>95.00%</b>	<b>\$572,651,921</b>
Westchester	1.46%	\$8,800,756
Rockland	0.61%	\$3,677,028
Putnam	0.11%	\$663,071
Nassau:		
NICE	1.60%	\$9,644,664
Long Beach	0.06%	\$361,675
Suffolk:		
SCT	1.04%	\$6,269,032
HART	0.12%	\$723,350
Downstate Suburban	5.00%	\$30,139,575
<b>NYMTC Grand Total</b>	<b>100.00%</b>	<b>\$602,791,496</b>
<b>Funding Sources:</b>		
<b>UZA1 S5307/S5340GS Total</b>		<b>\$601,797,968</b>
<b>UZA 41 S5307/S5340 Total</b>		<b>\$993,528</b>
<b>Grand Total</b>		<b>\$602,791,496</b>
<b>* To be sub-allocated between MTA and NYCDOT via separate letter to the FTA</b>		

NEW YORK METROPOLITAN TRANSPORTATION COUNCIL

Joel P. Ettlinger  
Executive Director

**PROGRAM, FINANCE, AND ADMINISTRATION COMMITTEE (PFAC)**

**RESOLUTION #362  
DISTRIBUTION OF SECTIONS 5307 AND 5340 CAPITAL FUNDS FOR  
FEDERAL FISCAL YEAR 2013**

**WHEREAS**, the New York Metropolitan Transportation Council (NYMTC) is a regional council of governments which is the metropolitan planning organization for New York City, Long Island and the lower Hudson Valley; and

**WHEREAS**, Section 5307 and Section 5340 capital funds have been apportioned by the Federal Transit Administration (FTA) to the New York-Newark, NY-NJ-CT Urbanized Area (UZA 1) and the Bridgeport-Stamford, CT-NY Urbanized Area (UZA 48) for Federal Fiscal Year (FFY) 2013; and

**WHEREAS**, the states of New York, New Jersey and Connecticut have not yet reached agreement on an allocation of these Sections 5307 and 5340 funds; and

**WHEREAS**, NYMTC desires to make Section 5307/5340 funds available to the designated recipients of federal transit funding in its planning area in a timely manner consistent with federal requirements; and

**WHEREAS**, the federal transportation authorization act, *Moving Ahead for Progress in the 21<sup>st</sup> Century* (MAP-21), establishes a 1% set-aside for transit enhancements under the Sections 5307 and 5340 programs, which the Metropolitan Transportation Authority has agreed to apply at a metropolitan level; and

**WHEREAS**, the FTA, as noted in the Federal Register dated May 13, 2013, makes the full amount of the FFY 2013 program apportionments available for obligation, and the NYMTC designated recipients agree to the percentages as outlined in the attached table for the distribution of Sections 5307 and 5340 funding.

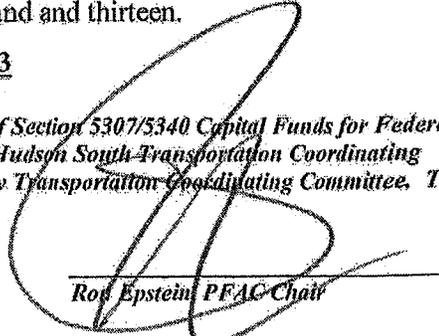
**NOW, THEREFORE, BE IT RESOLVED** that PFAC agrees to distribute the full FFY 2013 allocation of Sections 5307 and 5340 capital funds for FFY 2013 as specified in the attachment; and

**BE IT FURTHER RESOLVED** that the funding distribution to the NYMTC designated recipients is contingent on an agreement between the states of New York, New Jersey and Connecticut on the allocation of the FTA FFY 2013 apportionment. Should that agreement affect the grand total funding amount specified in the attached table, the percentages specified in the table will be applied to the agreed upon grand total funding amount to establish the funding distribution to the NYMTC designated recipients.

This resolution shall take effect the eleventh day of July two thousand and thirteen.

**ADOPTED: July 11, 2013**

*"I hereby certify that the above is a true copy of Resolution #362, Distribution of Section 5307/5340 Capital Funds for Federal Fiscal Year 2013, and was motioned by Mr. John Pilner, representing the Mid-Hudson South Transportation Coordinating Committee and seconded by Mr. Sandy Hornick, representing the New York City Transportation Coordinating Committee. This Resolution was adopted and passed unanimously."*

  
Rod Epstein, PFAC Chair

DRAFT FFY 13			
Transit System			
MTA -NYCT MTA-Commuter Rail	Traditional %	5307 / 5340 Distribution	1% Enhancement
MTA-Total	89.86%	\$ 554,616,079	
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UZA1**		\$ 616,085,219	
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Grand Total		\$ 617,200,177	

Notes

\* To be sub-allocated between MTA and NYCDOT via separate letter to FTA

\*\* Allocation of Section 5307 and 5340 Growing States

\*\*\* Allocation of Section 5307 and 5340

Resolution #362 - Attachment

## MEMORANDUM OF SUPPORT

TITLE OF BILL: AUTHORIZING THE PURCHASE OF 3 SUPPORT VEHICLES FOR THE SUFFOLK COUNTY DPW/TRANSPORTATION DIVISION AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)

PURPOSE OR GENERAL IDEA OF BILL: Authorizes the purchase of up 3 support vehicles for the Suffolk County DPW/Transportation Division

SUMMARY OF SPECIFIC PROVISIONS: Authorizes the purchase of up 3 support vehicles for the Suffolk County DPW/Transportation Division, accepts and appropriates Federal aid and State aid and County funds.

JUSTIFICATION: These vehicles will replace 3 vehicles currently in use (2007 Ford Escape (2), 2008 Chevrolet Uplander (1)). These vehicles are eligible to be replaced under Federal Transit Administration (FTA) guidelines. The vehicles will allow Transportation Division staff to attend meetings, conduct site visits, carry supplies, do field work, transport visiting contractors and employees of other governmental agencies, and conduct surveillance of transit buses.

FISCAL IMPLICATIONS: The total cost is estimated to be \$75,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X754.

# 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  
Department of Public Works 

**DATE:** July 20, 2015

**RE:** Draft resolution authorizing the purchase of up 3 support vehicles for the Suffolk County DPW/Transportation Division and accepting and appropriating Federal aid and State aid and County funds

---

Attached, please find a draft resolution for the acquisition of 3 support vehicles for the Suffolk County DPW/Transportation Division. These vehicles will replace 3 vehicles currently in use (2007 Ford Escape (2), 2008 Chevrolet Uplander (1)). These vehicles are eligible to be replaced under Federal Transit Administration (FTA) guidelines. The vehicles will allow Transportation Division staff to attend meetings, conduct site visits, carry supplies, do field work, transport visiting contractors and employees of other governmental agencies, and conduct surveillance of transit buses. The SCIN Forms 175a and Statement of Financial Impact Form are attached.

The total cost is estimated to be \$75,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X754.

This proposed resolution, with backup, will be forwarded electronically titled: "Reso-DPW- Purchase of Service Vehicles 2015."

As per Local Law 40, it is requested that this resolution to accept and appropriate grant funds be given immediate legislative consideration at the next meeting of the Suffolk County Legislature. If you have any questions, please do not hesitate to contact Garry Lenberger, Director of Transportation Operations, at 2-4880.

GA:GL:cc  
Enclosures

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1656  
Intro. Res. No. - 2015  
Introduced by the Presiding Officer on request of the County Executive

Laid on the Table

7/28/15

**RESOLUTION NO. - 2015, AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON TO ACCEPT FUNDS ASSOCIATED WITH STRENGTHENING AND IMPROVING OF CR 80, MONTAUK HIGHWAY, HAMPTON BAYS AND AMENDING RESOLUTION NO. 305-2015 STRENGTHENING AND IMPROVING COUNTY ROADS (CP 5014)**

**WHEREAS**, as a result of discussions between the Town of Southampton and the County of Suffolk, a determination was made that the Town of Southampton will pay to the County of Suffolk, a portion of the costs associated with Strengthening and Improving of CR 80, Montauk Highway from the vicinity of NY 24 to the vicinity of Bittersweet Road ; and

**WHEREAS**, pursuant to Town of Southampton Resolution \_\_\_\_\_, the Town has authorized \$600,000 for Strengthening and Improving of CR 80, Montauk Highway within the Town of Southampton; and

**WHEREAS**, pursuant to Town of Southampton Resolution \_\_\_\_\_, the Town Board also authorized the execution of an Intermunicipal Agreement with the County to pay costs associated with Strengthening and Improving of CR 80, Montauk Highway within the Town of Southampton; and

**WHEREAS**, Resolution No. 305-2015 appropriated \$6,000,000 into CP 5014.356 for Strengthening and Improving County Roads; and

**WHEREAS**, it is necessary to amend Resolution No. 305-2015 to allow for the increase in appropriation due to the acceptance of \$600,000 in funding from the Town of Southampton; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5(C) (1), (2), (4), (20) and (27), of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes maintenance or repair involving no substantial changes in an existing structure or facility, or the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, as well as repaving of existing highways not involving the addition of new travel lanes; additionally, this work constitutes continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute any and all contract documents related to this project, on behalf of the County of Suffolk providing for Suffolk County's Strengthening and Improving of CR 80, Montauk Highway from the vicinity of NY 24 to the vicinity of Bittersweet Road; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Comptroller is hereby authorized and directed to accept and place funds from the Town of Southampton for these services in the amount of \$600,000, into CP 5014.356 and be it further

**4<sup>th</sup> RESOLVED**, that Resolution No. 305-2015 is hereby amended as follows:

**4<sup>th</sup> RESOLVED**, that the 2015 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5001  
 Project Title: Median Improvements on Various County Roads

	Total Est'd Cost	Current 2015 Capital Budget & Program	Revised 2015 Capital Budget & Program
3. Construction	\$1,375,000	\$525,000(B)	\$0
<b>TOTAL</b>	<b>\$1,375,000</b>	<b>\$525,000</b>	<b>\$0</b>

Project No.: 5014  
 Project Title: Strengthening and Improving County Roads

	Total Est'd Cost	Current 2015 Capital Budget & Program	Revised 2015 Capital Budget & Program
1. Planning	\$525,000	<u>\$0</u>	\$525,000
3. Construction	35,750,000	\$6,000,000(B)	<u>\$600,000(O)</u>
<b>TOTAL</b>	<b>\$35,750,000</b>	<b>\$6,000,000</b>	<b><u>\$7,125,000</u></b>

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

**5<sup>th</sup> RESOLVED**, that the Intermunicipal Agreement and all other contract documents, shall be subject to the approval of the County Attorney.

DATED:

APPROVED BY:

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

Date:



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Payment by Town of Southampton  
to County of Suffolk for Portion of Costs  
Associated with Strengthening and Improving  
CR 80, Montauk Highway, Town of Southampton

**INTERMUNICIPAL AGREEMENT WITH THE  
TOWN OF SOUTHAMPTON IN CONNECTION WITH  
PAYMENT FOR COSTS ASSOCIATED WITH  
STRENGTHENING AND IMPROVING CR 80, MONTAUK HIGHWAY**

This Intermunicipal Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Public Works ("Department"), located at 335 Yaphank Avenue, Yaphank, New York 11980-9744; and

Town of Southampton ("Town"), a municipal corporation of the State of New York, having its principle offices located at 116 Hampton Road, Southampton, New York 11968

The parties hereto desire to make available to the County certain Town funds ("Funds") to be used toward the cost of strengthening and improving CR 80, Montauk Highway within the jurisdiction of the Town of Southampton ("Project").

**Term of the Agreement:** Shall be deemed to have commenced upon execution of this agreement until completion of construction on CR 80, Montauk Highway.

**Cost of the Agreement:** A total amount not to exceed \$600,000, payable by the Town of Southampton to the County upon execution of this agreement.

**Terms and Conditions:** Shall be as set forth in Articles I through III, and Exhibit 1, attached hereto and incorporated herein.

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

**TOWN OF SOUTHAMPTON**

**COUNTY OF SUFFOLK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Dennis M. Cohen

Title: \_\_\_\_\_

Title: Chief Deputy County Executive

Fed. Tax ID # \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved: Department of Public Works**

Hereby certifies under penalties of perjury that I am an officer of the Town of Islip, that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Town of Islip meets all requirements to qualify for exemption thereunder.

By: \_\_\_\_\_  
Gilbert Anderson, P.E., Commissioner

Name \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_

**Recommended:  
Highway Division**

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

By: \_\_\_\_\_  
William Hillman, P.E., Chief Engineer

By: \_\_\_\_\_

Date: \_\_\_\_\_

Basia Deren Braddish  
Assistant County Attorney

Date: \_\_\_\_\_

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CR 80, Montauk Highway, Town of Southampton**

**List of Articles & Exhibits**

**Article I  
Description of Project and Services**

**Article II  
Financial Terms and Conditions**

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Budget and Specific Payment Terms and Conditions

**Article III  
Suffolk County Legislative Requirements**

1. Contractor's/Vendors 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. Work Experience Participation
11. Suffolk County Local Laws Website Address

**Exhibit 1  
Authorizing Resolutions**

**Payment by Town of Southampton  
to County of Suffolk for Portion of Costs  
Associated with Strengthening and Improving  
CR 80, Montauk Highway, Town of Southampton**

**Article I**

**TERMS AND CONDITIONS**

**Whereas**, the Town of SOUTHAMPTON agrees to contribute towards the cost associated with Strengthening and Improving CR 80, Montauk Highway, in the amount of \$600,000; and

**Whereas**, this funding is required to cover a portion of the costs associated with Strengthening and Improving CR 80, Montauk Highway from the vicinity of NY 24, to the vicinity of Bittersweet Road; and

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

1. **Recitals:** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.
2. **Term:** This Agreement shall be deemed to have commenced on the date set forth on the first page of this Agreement ("Commencement Date").
3. **Notices:** Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1) to the Town of SOUTHAMPTON, at the address on page 1 of the Agreement and 2) to the County at the Department, or as to either of the foregoing, to such other address, fax or e-mail as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to the Agreement.
4. **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.
5. **Merger; No Oral Changes:** It is expressly agreed that the Agreement represents the entire agreement of the parties and that all previous understandings are herein merged in the Agreement. No modification of the Agreement shall be valid unless in written form and executed by both parties.
6. **Governing Law:** The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.
7. **No Waiver:** It shall not be construed that any failure or forbearance of the County to enforce any provision of the Agreement 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.

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8. **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.
9. **Certification as to Relationships:** The Contractor certifies under penalties of perjury that, other than through the funds provided in the Agreement 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 (5%) percent or more of the Contractor, and the County.

**End of Text for Article I**

**Article II**

**Financial Terms and Conditions and Budget**

**1. Conflicting Provisions**

In the event of any conflict between any provision in this Article II and an Exhibit to this Agreement, 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 Town of Southampton Payment Voucher**

In order for payment to be made by the Town to the County pursuant to this Agreement, the County shall prepare and present a Payment Voucher which shall document the weekly overtime dredging costs incurred by the County.

**b. Payment by County**

Payment shall be made to the County of Suffolk, promptly, within two weeks of submission of the Payment Voucher.

**3. Specific Payment Terms and Conditions**

- a. The Town of Southampton shall pay the County an amount not to exceed \$600,000.

**End of Text for Article II**

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**Article III**  
**Suffolk County Legislative Requirements**

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

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

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

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

**2. Living Wage Law**

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

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and

recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

**Required Forms:**

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

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

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

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

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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-LOI; 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

**Payment by Town of Southampton  
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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"

Suffolk County Lawful Hiring of Employees Law Form LHE-6, entitled "Notice of Non-Applicability For Compliance With Federal Law (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.

The Contractor certifies that it has complied with the disclosure requirements under section

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189-7 of the Suffolk Code, it is in compliance with all applicable licensing laws, and that it either has not engaged in a prohibited act covered under section 189-5 of the Suffolk County Code or is otherwise exempt from the provisions of Article II of Chapter 189 of the Suffolk County Code under section 189-9.

**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. 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 Article III**

**07/ /15 Law No. - -00  
Payment by Town of Southampton  
to County of Suffolk for Portion of Costs  
Associated with Strengthening and Improving  
CR 80, Montauk Highway, Town of Southampton**

**Exhibit 1  
COUNTY AND TOWN AUTHORIZING DOCUMENTS**

- 1-A Suffolk County Legislative Resolution No. - 2015, "Authorizing an Intermunicipal Agreement with the Town of Southampton and Accepting Funds Associated with the Strengthening and Improving of CR 80, Montauk Highway, Hampton Bays, Town of Southampton"**
- 2-B Town of Southampton Resolution No. , Adopted , Authorizing the Town of Southampton to enter into an Intermunicipal Agreement with the County of Suffolk for a portion of the costs associated with Strengthening and Improving CR 80, Montauk Highway**

**DRAFT**

**2015 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Authorizing an Intermunicipal Agreement with the Town of Southampton to Accept Funds Associated with Strengthening and Improving of CR 80, Montauk Highway, Hampton Bays and Amending Resolution No. 305-2015 Strengthening and Improving County Roads (CP 5014)

PURPOSE OR GENERAL IDEA OF BILL: authorizing an Intermunicipal Agreement between the County of Suffolk and the Town of Southampton wherein the Town has agreed to pay a portion of the costs associated with Strengthening and Improving CR 80, Montauk Highway.

SUMMARY OF SPECIFIC PROVISIONS: The Town has authorized the amount of \$600,000 towards the cost of Strengthening and Improving CR 80, Montauk Highway in Hampton Bays, payable to the County upon execution of this Intermunicipal Agreement.

JUSTIFICATION: This will enable Suffolk County to accept \$600,000 from the Town of Southampton towards Strengthening and Improving CR 80, Montauk Highway.

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

COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE  
DEPARTMENT OF PUBLIC WORKS  
GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: July 27, 2015

RE: **Authorizing an Intermunicipal Agreement with the Town of Southampton to Accept Funds Associated with Strengthening and Improving of CR 80, Montauk Highway, Hampton Bays and Amending Resolution No. 305-2015 Strengthening and Improving County Roads (CP 5014)**

Attached is a draft resolution authorizing an Intermunicipal Agreement between the County of Suffolk and the Town of Southampton wherein the Town has agreed to pay a portion of the costs associated with Strengthening and Improving CR 80, Montauk Highway.

The Town has authorized the amount of \$600,000 towards the cost of Strengthening and Improving CR 80, Montauk Highway in Hampton Bays, payable to the County upon execution of this Intermunicipal Agreement.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-Shamp Pays Portion CR80 S&I.doc".

GA/WH/td  
attach.

cc: William Hillman, P.E., Chief Engineer  
Charles Jaquin, Acting Head of Finance Division

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1657

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

Laid on Table

7/28/15

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW  
NO. -2015, A LOCAL LAW TO CLARIFY AFFORDABLE  
HOUSING REQUIREMENTS AT DEVELOPMENTS  
CONNECTING TO A COUNTY SEWER DISTRICT**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on ,2015 a proposed local law entitled, "**A LOCAL LAW TO CLARIFY AFFORDABLE HOUSING REQUIREMENTS AT DEVELOPMENTS CONNECTING TO A COUNTY SEWER DISTRICT**"; now, therefore be it

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

**LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW TO CLARIFY AFFORDABLE HOUSING  
REQUIREMENTS AT DEVELOPMENTS CONNECTING TO A  
COUNTY SEWER DISTRICT**

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

**Section 1. Legislative Intent.**

This Legislature finds that it is the longstanding policy of the County of Suffolk to actively encourage the creation of affordable workforce housing; accordingly, this Legislature has enacted a series of laws designed to encourage the construction of affordable housing units.

This Legislature also finds that Local Law No. 20-2007 requires developers of residential housing who seek to connect to an existing County sewer district from outside the district, to set aside at least 20% of the proposed development units for affordable housing.

This Legislature further finds that Local Law No. 20-2007 did not contemplate the construction of affordable units at a location separate and apart from the development connecting to a County sewer district and, therefore, does not directly address this particular situation.

This Legislature finds that to ensure that the creation of affordable housing units produces economically diverse and, therefore, stronger communities, it is important that affordable and market rate units are developed in the same location.

This Legislature further finds that Local Law No. 20-2007 (codified in Chapter 740 of the SUFFOLK COUNTY CODE) should be amended to clarify that the affordable units of a residential development connecting to a County sewer district must be constructed "onsite".

Therefore, the purpose of this law is to amend Local Law No. 20-2007 to clarify the County's policy on affordable housing as it relates to residential developments connecting to a County sewer district and to require that such housing be developed onsite.

**Section 2. Amendments.**

Chapter 740 of the SUFFOLK COUNTY CODE is hereby amended as follows:

**CHAPTER 740: SEWERS**

\* \* \* \*

**Article VIII: General Provisions**

\* \* \* \*

**§ 740-45 Connection by premises outside district.**

\* \* \* \*

**C. Affordable housing considerations.**

(1) No contract between the Administrator and an applicant from outside the geographical boundaries of a district may be entered into unless, in the case of a residential housing development or a development that includes a residential component, which consists of 10 or more units only, the housing development or component is comprised of no less than 20% of units that are set aside for homebuyers or renters whose income does not exceed 120% of the HUD-established median income limit for the Nassau-Suffolk Primary Metropolitan Statistical Area (PMSA) adjusted by family size. The affordable units shall be constructed at the site of the development that is connecting to a County sewer district facility.

\* \* \* \*

**Section 3. Applicability.**

This law shall apply to applications for connections to a County sewer district received by the Suffolk County Sewer Agency on or after the effective date of this law.

**Section 4. Severability.**

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

**Section 5. SEQRA Determination.**

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND

REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

**Section 6. Effective Date.**

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

\_\_\_ Underlining denotes addition of new language

DATED:

APPROVED BY:

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

Date:

s:/reso/2015/affordable housing requirements @ dev connected to sewer districts

**OFFICE OF THE COUNTY LEGISLATURE**

COUNTY OF SUFFOLK

**GEORGE NOLAN**  
COUNSEL TO THE LEGISLATURE  
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(631) 853-4415 (FAX)

**DATE:** JULY 27, 2015  
**TO:** CLERK OF THE COUNTY LEGISLATURE  
**RE:** MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

-----  
**PROPOSED LOCAL LAW YEAR 2015**

**TITLE:** I.R. NO. -2015; A LOCAL LAW TO CLARIFY AFFORDABLE HOUSING REQUIREMENTS AT DEVELOPMENTS CONNECTING TO A COUNTY SEWER DISTRICT

**SPONSOR:** LEGISLATOR CALARCO

**DATE OF RECEIPT BY COUNSEL:** 7/27/2015      **PUBLIC HEARING:** 9/9/2015  
**DATE ADOPTED/NOT ADOPTED:** \_\_\_\_\_      **CERTIFIED COPY RECEIVED:** \_\_\_\_\_

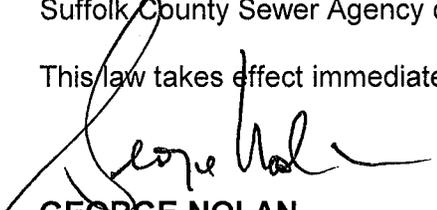
This proposed local law would clarify affordable housing requirements that are applicable to residential developments located outside the boundaries of a County's sewer district, which seek to connect to such district.

Currently, a developer of a residential development (exceeding 10 units) cannot connect to a County sewer district unless he or she agrees to set aside at least 20% of the planned units for affordable housing. However, the current law does not specifically address the situation where it's proposed that the affordable units be constructed "offsite", at a location separate and apart from the development that is connecting to the sewer district.

This law clarifies that residential developments connecting to a County sewer district must construct the required affordable units onsite, i.e. at the site of the development that is connecting to the sewer district.

This law will apply to applications for connections to a County sewer district received by the Suffolk County Sewer Agency on or after the effective date of this law.

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

  
**GEORGE NOLAN**  
Counsel to the Legislature

**GN:tm**

1658

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

Laid on Table 7/28/15

**RESOLUTION NO. -2015, DESIGNATING THE MONTH OF  
OCTOBER AS "MITOCHONDRIAL DISEASE AWARENESS  
MONTH" IN SUFFOLK COUNTY**

**WHEREAS**, Mitochondrial Disease results from the failure of mitochondria, which are found in all cells except red blood cells and are responsible for providing the energy needed by the body to sustain life and support growth; and

**WHEREAS**, there are several different kinds of Mitochondrial Disease; and

**WHEREAS**, Pearson Marrow-Pancreas Syndrome and related Kearns-Sayre Syndrome are two types of Mitochondrial Disease caused by defects in mitochondria; and

**WHEREAS**, Mitochondrial Disease exhibits itself in several different forms and appears to cause the most damage to cells of the brain, heart, liver, skeletal muscles, kidney and the endocrine and respiratory systems and can be fatal; and

**WHEREAS**, although Mitochondrial Disease is a disorder that presents itself at birth, it can occur at any age; and

**WHEREAS**, currently there are no highly effective treatments for Mitochondrial Disease; and

**WHEREAS**, to increase awareness of this debilitating disease, the County of Suffolk wishes to declare the month of October as "Mitochondrial Disease Awareness Month"; and

**1st RESOLVED**, that beginning in 2015 and continuing every year thereafter, the month of October shall be designated as "Mitochondrial Disease Awareness Month" in Suffolk County; 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

s:\res\l-Mitochondrial-Disease -awareness-month

1659

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

Laid on Table 7/28/15

**RESOLUTION NO. -2015, ESTABLISHING THE  
SUFFOLK COUNTY REGIONAL PLANNING ALLIANCE  
PROGRAM**

**WHEREAS**, streamlined and coordinated planning efforts between Suffolk County and those municipalities where projects of regional significance are located is necessary in order to assess the level of commitment and investment which the County may provide to such projects, including, the amount of potential County funding; and

**WHEREAS**, it is prudent and necessary to establish a program for County regional planning alliances that will create better municipal, inter-municipal, and regional planning and coordination relative to projects of regional significance; establish a regional framework to collaborate on planning and implementation measures to improve projects of regional significance; and encourage municipalities and agencies to plan, implement, and invest in land use planning and management approaches that advance the region's economic growth, resource protection and planning policies; now therefore be it

<sup>1st</sup> **RESOLVED**, that, Chapter 1001 of the Suffolk County Code is hereby amended by the addition of a new Article II which will read as follows:

**ARTICLE II  
Suffolk County Regional Planning Alliance**

**§ 1001-8. Definitions.**

"Project of Regional Significance" shall mean the following developments: (1) the Ronkonkoma Hub, (2) Heartland Town Square, (3) Downtown Huntington Station, (4) Wyandanch Village, (5) Riverside, and any other development that, because of its character, magnitude, or location, will have a substantial effect upon the health, safety, welfare, economy, or environment of Suffolk County or upon more than one unit of local government and which has been so designated as a project of regional significance by the Long Island Regional Planning Council or the Suffolk County Planning Commission.

**§ 1001-9. Suffolk County Regional Planning Alliance Program.**

- A. There is hereby established the Suffolk County Regional Planning Alliance Program ("Alliance"). The public purpose of an Alliance is to engage in coordinated municipal, intermunicipal and regional planning on projects of regional significance on a voluntary municipality-by-municipality and stakeholder-by-stakeholder basis to which County resources may be contributed, in whole or in part, directly or indirectly, to foster improved municipal and intermunicipal land use planning to advance the region's economic growth, resource protection, and planning policies.
- B. An Alliance shall consist of the County and one or more municipalities and/or stakeholders ("Partners") who have contracted together pursuant to General Municipal Law § 119-o to collaborate on planning and implementation measures

to improve projects of regional significance relative to land use, economic development, transportation, housing, energy, environment, water quality and wastewater management.

- C. The agreement shall set forth, in addition to such other terms and conditions as may be agreed to, that:
1. The Partners shall each select a representative to serve as their lead point of contact for the Alliance; and
  2. The Alliance shall hold at least four (4) quarterly meetings per year between the Partners' planning teams working on a project to discuss and address objectives.
  3. The Alliance will represent neither a fiscal nor funding obligation agreement. Any endeavor involving reimbursement or contribution of funds or other resources between the parties or other parties will be voluntary, and addressed in accordance with applicable laws, regulations, and procedures including those for government procurement.

**§ 1001-10. Eligibility for County Resources.**

- A. Municipalities engaging in the planning and implementation of projects of regional significance must be a member of the Alliance in order to be eligible for designated County resources, available through or administered by, the Suffolk County Department of Economic Development and Planning or the Department of Public Works, for said projects.
- B. Projects which have been designated as projects of regional significance and which are the subject of an Alliance shall receive priority and preference for designated County resources, available through or administered by, the Department of Economic Development and Planning or the Department of Public Works.

and be it further

**2<sup>rd</sup>** **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 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 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. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

---

County Executive of Suffolk County

Date:

s:/res/2015/Establish Regional Planning Alliance

Intro. Res. No. **1660-15**  
Introduced by Presiding Officer, on request of the County Executive

Laid on Table

7/28/15

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW  
NO. -2015, A LOCAL LAW AUTHORIZING THE  
COUNTY EXECUTIVE TO EXECUTE AGREEMENTS FOR  
THE SALE OF THE JOHN J. FOLEY SKILLED NURSING  
FACILITY**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a regular meeting held on \_\_\_\_\_, 2015, a proposed local law entitled, "**A LOCAL LAW AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS FOR THE SALE OF THE JOHN J. FOLEY SKILLED NURSING FACILITY**"; and said local law in final form is the same as when presented and introduced; now, therefore be it

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

**LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW AUTHORIZING THE COUNTY EXECUTIVE TO  
EXECUTE AGREEMENTS FOR THE SALE OF THE JOHN J.  
FOLEY SKILLED NURSING FACILITY**

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

**Section 1. Legislative Intent.**

This Legislature finds and determines that the County of Suffolk owns the facility formerly known as the John J. Foley Skilled Nursing Facility (Resolution 213-2011 Removing John J. Foley's name from the Skilled Nursing Facility), an approximately 181,749 square foot building located on approximately 14 acres of property in Yaphank, New York (hereinafter referred to as the "Facility"), which was previously operated as a licensed 264-bed skilled nursing facility, with 12 designated AIDS beds, and a 60-slot Adult Day Health Care Program.

This Legislature further finds that the Facility ceased its skilled nursing and adult day health care operations and surrendered its licenses in 2013 and that the Facility, the surrounding real property, and its associated assets and inventory were declared surplus to the needs of the County by Suffolk County Local Law No. 54-2012.

This Legislature also finds that, pursuant to Suffolk County Resolution No. 515-2013, the Suffolk County Division of Real Property Acquisition and Management was authorized to offer the Facility for sale through a public auction or a Request for Proposal process, but that the resultant offer was far below the amount the County anticipated receiving for such a valuable asset.

This Legislature further finds that pursuant to Suffolk County Resolution No. 304-2014, a six month moratorium was placed on any proposed sale of the Facility to allow for a thorough study and examination of alternative potential uses of the Facility.

This Legislature finds and determines that such moratorium expired in November 2014 and that the County has not found any other practical or financially feasible options for the use of the Facility.

This Legislature further finds that Kenneth Rozenberg, the Chief Executive Officer of Centers Health Care, has sent a letter to the County indicating that Centers Health Care, which operates twenty nursing homes throughout New York State, is offering twenty million dollars (\$20,000,000) to purchase the Facility, contingent upon, among other things, appropriate licensing approval from the New York State Department of Health, as well as receiving any zoning or other permits that may be required from local or County authorities.

This Legislature further finds that in his letter, Mr. Rozenberg advises that Centers Health Care is interested in relocating beds from some of its other nursing homes to the Facility, and, to this end, Centers Health Care intends to reestablish the Facility as a skilled nursing facility.

This Legislature also finds that Mr. Rozenberg has indicated that Centers Health Care also intends to work with local stakeholders, including, but not limited to, Brookhaven Hospital and the County, in forming partnerships to explore whether any other health care services may be offered at the Facility.

This Legislature further finds and determines that after exhaustively exploring options for the Facility, a direct negotiated sale of the Facility to Centers for Health Care, or an affiliate or subsidiary thereof, for at twenty million dollars (\$20,000,000), on substantially the same terms as found in the Contract of Sale attached hereto as Exhibit A, is in the best interest of the County.

Therefore, the purpose of this law is to authorize and empower the County Executive to execute a contract for sale of the Facility for twenty million dollars (\$20,000,000) to Centers for Health Care, or an affiliate or subsidiary thereof, on substantially the same terms as found in the Contract for Sale attached hereto as Exhibit A and further, in light of, among other things, the direct negotiated sale of County property, to supersede all of the provisions of New York County Law Section 215 and any local laws to the contrary of the provisions set forth herein.

### **Section 1. Supersede New York County Law Section 215**

Pursuant to the provisions of Section 2 (b) of the New York County Law, Section 215 of the New York County Law shall not apply, in any manner, to the substantive and/or procedural provisions of this resolution or the local law contemplated therein.

### **Section 2. Approval of Negotiated Sale as Within the Best Interest of the County**

The County hereby approves the negotiated sale of the 181,749 square foot building formerly known as the John J. Foley Skilled Nursing Facility (the "Facility") and

approximately 14.06 acres of real property surrounding the Facility to Centers for Health Care, or an affiliate or subsidiary thereof, for the purchase price of twenty million dollars (\$20,000,000) upon substantially the same terms as set forth in the contract for sale attached as Exhibit A ("Contract for Sale").

**Section 3. Sale of the Facility.**

The sale by the County to Centers for Health Care, or an affiliate or subsidiary thereof, of the County's right, title and interest in and to the Facility and the surrounding approximately 14.06 acres of real property, without recourse, is hereby authorized in exchange for the delivery, to or upon the order of the County, of (i) the payment of the purchase price as defined in the proposed Contract for Sale attached as Exhibit A and (ii) upon such other terms and conditions as are set forth in the proposed Contract for Sale.

**Section 4. Execution and Delivery of the Contract for Sale.**

The execution and delivery on behalf of and in the name of the County by the County Executive and/or his designee(s) of the Contract for Sale substantially in the form and substance presented to the members of the Legislature at this meeting and attached as Exhibit A, is hereby authorized and directed.

**Section 5. Further Actions.**

The County Executive and/or his designee(s) are further authorized to execute and deliver, on behalf of the County, such agreements, instruments or authorizations as may be contemplated by, or necessary or advisable to consummate or otherwise give full effect to, the Contract for Sale and this local law, and which are deemed necessary or desirable to effectuate the transactions contemplated by the Contract for Sale and this local law, and to perform all acts and do all things required or contemplated to be performed or done by the Contract for Sale or by this local law or by any agreement, instrument or authorization approved, contemplated, necessary or authorized hereby.

**Section 6. Applicability.**

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

**Section 7. Severability.**

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

**Section 8. SEQRA Determination.**

This Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Env. Conserv. Law Art. 8, and Chapter 450 of the Suffolk County Code, hereby determines that this local law constitutes an unlisted action, pursuant to 6 N.Y.C.R.R. §617.2(ak), and further determines that that implementation of this action will not have a significant adverse impact on the environment for the following reasons:

The proposed action will not exceed any of the criteria in 6 N.Y.C.R.R. §617.7, which sets forth thresholds for determining significant adverse impacts on the environment, as demonstrated in the Environmental Assessment Form.

This Legislature hereby directs, in accordance with Section 450-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality to prepare and circulate any appropriate notices or determinations in accordance with this local law.

**Section 9. Effective Date.**

This Local Law shall not take effect until at least forty-five (45) days after its adoption, nor until approved by the affirmative vote of a majority of the qualified electors of the County of Suffolk voting on a proposition for its approval if within forty-five (45) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against such Local Law in conformity with the provisions of §24 (1) (a) of the MUNICIPAL HOME RULE LAW and upon filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

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

Date:

1660

OFFICE OF THE COUNTY LEGISLATURE  
COUNTY OF SUFFOLK

GEORGE NOLAN  
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(631) 853-4415 (FAX)

DATE: JULY 28, 2015  
TO: CLERK OF THE COUNTY LEGISLATURE  
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTIVE AGREEMENTS FOR THE SALE OF THE JOHN J. FOLEY SKILLED NURSING HOME  
SPONSOR: PRESIDING OFFICER, ON REQUEST OF COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 7/28/2015 PUBLIC HEARING: 9/9/2015  
DATE ADOPTED/NOT ADOPTED: \_\_\_\_\_ CERTIFIED COPY RECEIVED: \_\_\_\_\_

This proposed local law would approve the direct sale of the former John J. Foley Skilled Nursing Facility to Centers for Health Care, or any affiliate or subsidiary thereof, for twenty million dollars (\$20,000,000). The Foley facility was previously declared surplus by the County Legislature by the enactment of Local Law No. 54-2012.

This local law would authorize the County Executive to execute a contract of sale (which is to be attached to the law as an exhibit) and all other agreements necessary to complete the above described transaction.

This local law would supersede and obviate the provisions of New York County Law Section 215<sup>1</sup>.

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

GEORGE NOLAN  
Counsel to the Legislature

GN:tm

s:\rule28\28-JJ Foley sale

<sup>1</sup> County Law Section 215 requires that surplus County real estate be sold to the highest bidder at public auction.

1661

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

Laid on Table

7/28/15

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW  
NO. -2015, A LOCAL LAW TO PROHIBIT THE SALE OF  
PERSONAL CARE PRODUCTS CONTAINING MICROBEADS**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on March 3, 2015, a proposed local law entitled, "**A LOCAL LAW TO PROHIBIT THE SALE OF PERSONAL CARE PRODUCTS CONTAINING MICROBEADS**" now, therefore be it

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

**LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW TO PROHIBIT THE SALE OF PERSONAL CARE  
PRODUCTS CONTAINING MICROBEADS**

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

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that the County of Suffolk is a leader in preserving the environment and clean water for the health, safety and enjoyment of its residents and visitors.

This Legislature also finds and determines that over the past ten (10) years, manufacturers of a variety of personal care products added small plastic beads, commonly known as microbeads, to their products.

This Legislature further finds and determines that microbeads are made of materials such as polyethylene, polypropylene plastic, polyethylene terephthalate, or nylon or poly (methyl) methacrylate.

This Legislature finds that microbeads can be found in facial scrubs, body wash, toothpaste, soaps and shampoos.

This Legislature determines that microbeads are very small, with many measuring less than 1 millimeter.

This Legislature also finds that microbeads enter the waste water system when a product is used and washed off the body. Due to their small size, microbeads are not filtered out by wastewater treatment systems.

This Legislature further finds that microbeads can become coated with toxic chemicals like PCBs, DDT, flame retardants and other industrial chemicals.

This Legislature also determines that the microbeads are similar in size to the food sources for a number of fish, leading fish to ingest them and the toxins that cling to the microbeads, contaminating the food chain.

This Legislature further determines that microbead pollution has been found in the Great Lakes, the Hudson and Mohawk Rivers, the Erie Canal, as well as the Los Angeles River and the Pacific Ocean.

This Legislature finds that Suffolk County would be directly impacted by the health hazards associated with contaminated seafood, should local waterways be polluted with microbeads.

This Legislature also finds that microbeads can be easily replaced in personal care products by natural exfoliates such as pumice, oatmeal, apricot and ground walnut husks.

This Legislature further determines that the sale of personal care products containing microbeads has been banned in the State of Illinois.

This Legislature also finds that Suffolk County should bar products containing microbeads to protect the Atlantic Ocean, Long Island Sound, and the many surface waters within the County.

Therefore, the purpose of this law is to ban the sale of personal care products containing microbeads in Suffolk County.

## **Section 2. Definitions.**

In this law, the following terms shall have the meaning indicated:

"MICROBEADS" shall mean intentionally added plastic particles used to exfoliate or cleanse in a rinse off personal care product that are made of synthetic polymers or biopolymers, are either entirely solid or hollow, and measure less than 5 millimeters in diameter.

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

"PERSONAL CARE PRODUCT" shall mean any consumer product manufactured for use in personal hygiene and beautification. Personal care products shall include, but not be limited to, the following: antibacterial soaps; hand soaps; bar soaps; liquid soaps; facial and body washes; facial and body cleansers; facial masks; exfoliating products; face, foot and body scrubs; body, skin and foot polishes; body, skin and foot buffers; body, skin and foot foams; micro technology items; acne treatment products; shampoos; conditioners; toothpaste; shaving creams or gels; and foot care products. This term shall not apply to any product for which a prescription is required for distribution or dispensation as provided in NYS PUBLIC HEALTH LAW § 281 or NYS EDUCATION LAW § 6810.

## **Section 3. Prohibitions.**

- A. Effective January 1, 2018, no person shall sell or offer for sale any personal care product which contains microbeads within the County of Suffolk.

- B. This prohibition shall not apply to any personal care product that is regulated by the United States Food and Drug Administration until January 1, 2019.

**Section 4. Enforcement.**

- A. This law shall be enforced by the Department of Health Services.
- B. Beginning on July 1, 2017, the Department of Health Services will inform retailers selling personal care products of the requirements of this law.
- C. Enforcement of the law through the random inspection of at least 10 retailers per quarter shall commence on January 1, 2018.
  - 1. At each retailer inspected, the Department will select no more than 10 personal care products for inspection for microbeads comprised of any of the following ingredients: polyethylene, polypropylene polyethylene terephthalate, or nylon or poly (methyl) methacrylate plastic.
  - 2. The Department shall inform the retailer of products screened that contain impermissible microbeads in this law. A retailer that continues to offer for sale a personal care product found by the Department to violate this law shall be issued a notice of violation.
- D. Enforcement of the law shall also be done upon complaint in the manner set forth in Paragraph C of this section, with the inspection of at least 5 retailers associated with complaints per quarter, provided a minimum of 5 complaints has been received, beginning January 1, 2018. A record of complaints shall be retained by the Department of Health Services for the purposes of effectuating these quarterly inspections. Investigation upon complaint does not have to be completed during the quarter the complaint was originally filed.

**Section 5. Penalties.**

- A. Any person who violates any portion of this law shall be subject to a civil fine of up to \$500 for a first offense, a fine of up to \$750 for a second offense and a fine of up to \$1,000 for all subsequent violations. Each act in violation of this law shall be considered a separate and distinct violation.
- B. No penalties shall be imposed by the Department of Health Services until a hearing is held by the Commissioner or his or her designee and the alleged violator is given an opportunity to be heard.

**Section 6. Authority to Promulgate Rules and Regulations.**

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

**Section 7. Applicability.**

This law shall apply to all sales of personal care products occurring on or after the effective date of this law.

**Section 8. Reverse Preemption.**

This local law shall be null and void on the day that federal and statewide legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this law, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Suffolk. The County Legislature may determine via duly enacted resolution whether or not identical or substantially similar federal or statewide legislation, or pertinent preempting state or federal regulations have been enacted for the purpose of triggering the provision of this section.

**Section 9. Severability.**

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

**Section 10. SEQRA Determination.**

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

**Section 11. Effective Date.**

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

DATED:

APPROVED BY:

---

County Executive of Suffolk County

Date:

s:\laws\l-microbeads

# OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN  
COUNSEL TO THE LEGISLATURE  
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DATE: July 28, 2015

TO: CLERK OF THE COUNTY LEGISLATURE

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

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## PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW TO PROHIBIT THE SALE OF PERSONAL CARE PRODUCTS CONTAINING MICROBEADS

SPONSOR: LEGISLATOR HAHN

DATE OF RECEIPT BY COUNSEL: 7/28/2015 PUBLIC HEARING: 9/9/2015

DATE ADOPTED/NOT ADOPTED: \_\_\_\_\_ CERTIFIED COPY RECEIVED: \_\_\_\_\_

This proposed local law would prohibit the sale of personal care products<sup>1</sup> that contain microbeads (which are small synthetic plastic particles less than 5 millimeters in diameter) within Suffolk County beginning in 2018. Products regulated by the FDA would be not be subject to this prohibition until 2019.

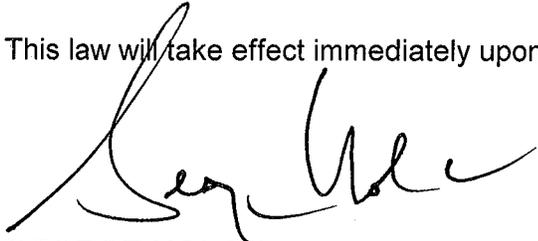
This law will be enforced by the Department of Health Services ("Department"). Beginning on July 1, 2017, the Department will notify retailers selling personal care products of the requirements set forth in this law. Enforcement shall be conducted through random inspection of at least 10 retailers per quarter, beginning in 2018. Retailers will be informed if any product inspected violates the law, at which time they will be found in violation only if they continue to sell the product following this notification. Enforcement shall also be conducted upon complaint, with the inspection of at least 5 retailers per quarter which have had complaints recorded against them.

Any person found in violation of this law shall be subject to a civil fine of up to \$500 for a first offense, a fine of up to \$750 for a second offense, and a fine of up to \$1,000 for all subsequent offenses. Each act in violation of this law shall constitute a separate and distinct offense. No penalty shall be imposed until a hearing has been held by the Department and the violator is given an opportunity to be heard.

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<sup>1</sup> "Personal care product" is defined as "any consumer product manufactured for use in personal hygiene and beautification" and include "antibacterial soaps; hand soaps; bar soaps; liquid soaps; facial and body washes; facial and body cleansers; facial masks; exfoliating products; face, foot and body scrubs; body, skin and foot polishes; body, skin and foot buffers; body, skin and foot foams; micro technology items; acne treatment products; shampoos; conditioners; toothpaste; shaving creams or gels; and foot care products. This terms shall not apply to any product for which a prescription is required for distribution or dispensation" under New York State law.

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

A handwritten signature in black ink, appearing to read "George Nolan", written in a cursive style.

**GEORGE NOLAN**  
**Counsel to the Legislature**

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