LAID ON THE TABLE AUGUST 2, 2011

LADS REPORT PREPARED BY:
Michele Gerardi

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1627. Authorizing use of Smith Point County Beach property by the American Cancer Society, for the Amazedness Kite Fly. (Eddington) PARKS & RECREATION

1628. To establish a Tick and Vector-Borne Diseases Task Force in Suffolk County. (Romaine) HEALTH & HUMAN SERVICES

1629. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 866-2011). (Co. Exec.) BUDGET & FINANCE/INFORMATION TECHNOLOGY

1630. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Percy Hemans (SCTM No. 0100-228.02-01.00-148.000). (Co. Exec.) WAYS & MEANS

1631. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Patrick Sinram (SCTM No. 0200-276.00-05.00-037.000). (Co. Exec.) WAYS & MEANS

1632. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Kevric Development Corp. (SCTM No. 0600-123.00-04.00-042.000). (Co. Exec.) WAYS & MEANS

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1634. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Carlo Lonardo, as to a ½ interest and D & A Sand and Gravel, Inc., as to a ½ interest (SCTM No. 0200-769.00-02.00-027.002). (Co. Exec.) WAYS & MEANS

1635. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Brookhaven for Affordable Housing purpose (SCTM No. 0200-603.00-05.00-008.001). (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1636. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Edward J. Noll, Sr. (SCTM Nos. 0200-852.00-06.00-074.001 and 0200-852.00-06.00-074.002). (Co. Exec.) WAYS & MEANS

1637. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Brookhaven for Affordable Housing purpose (SCTM No. 0200-967.00-03.00-042.000). (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1638. Sale of County-owned real estate pursuant to Local Law No. 13-1976 King Associates Holding LLC (SCTM No. 0200-973.60-01.00-005.012). (Co. Exec.) WAYS & MEANS

1639. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Robert I. Toussie (SCTM No. 0200-959.00-02.00-010.000). (Co. Exec.) WAYS & MEANS

1640. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Karen Mahoney (SCTM No. 0204-004.00-05.00-027.000). (Co. Exec.) WAYS & MEANS

1641. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Brookhaven for Affordable Housing purpose (SCTM No. 0200-973.80-02.00-018.000). (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1642. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Brookhaven for Affordable Housing purpose (SCTM No. 0200-701.00-01.00-034.000). (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1643. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Mimar LLC (SCTM No. 0200-973.90-03.00-007.000). (Co. Exec.) WAYS & MEANS

1644. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Anna Lerouge (SCTM No. 0200-400.00-05.00-039.000). (Co. Exec.) WAYS & MEANS

1645. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Mona Venssa (SCTM No. 0400-245.00-03.00-025.000). (Co. Exec.) WAYS & MEANS

1646. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Middle Country Road Properties, Inc., by Arsilio Donofrio (SCTM No. 0200-351.00-02.00-003.000). (Co. Exec.) WAYS & MEANS

1647. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Robert Ferri (SCTM No. 0200-417.00-01.00-017.000). (Co. Exec.) WAYS & MEANS

1648. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Manuel Gomez (SCTM No. 0500-223.00-03.00-109.000). (Co. Exec.) WAYS & MEANS

1649. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Yacht Club Realty Corp., by Larry O. Stoddard, Jr., President (SCTM No. 0200-453.00-03.00-010.000). (Co. Exec.) WAYS & MEANS

1650. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Jeffrey A. Otto and Jeanne L. Otto, his wife (SCTM No. 0500-356.00-01.00-027.000). (Co. Exec.) WAYS & MEANS

1651. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act All Island Home Builders, LLC, by Alex Cutrone, President (SCTM No. 0200-882.00-04.00-008.002). (Co. Exec.) WAYS & MEANS

1652. Adopting Local Law No. -2011, A Local Law amending Resolution No. 440-2011, A Local Law to ban the sale and use of coal tar sealers in Suffolk County. (Lindsay) HEALTH & HUMAN SERVICES

1653. Authorizing use of Smith Point County Park property by Mastic Beach Ambulance Company For "Help Us Save You Program". (Browning) PARKS & RECREATION

1654. Authorizing use of Smith Point County Park for Mercy Center Ministries 5k Race. (Browning) PARKS & RECREATION

1655. Authorizing the use of Smith Point County Park property, Cathedral Pines County Park, Southaven County Park, and Smith Point Marina by the Long Island 2 Day Walk to Fight Breast Cancer, Inc., for Breast Cancer Walk in 2012. (Browning) PARKS & RECREATION

1656. Authorizing transfer of surplus blackberry mobile devices to the Suffolk County Coalition Against Domestic Violence. (Stern) PUBLIC WORKS & TRANSPORTATION

1657. Authorizing transfer of surplus blackberry mobile devices to the South East Concerned Civic Association. (Stern) PUBLIC WORKS & TRANSPORTATION

1658. Authorizing planning steps for the acquisition of development rights under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007 - Starkie Farm property - Town of Southold (SCTM No. 1000-096.00-03.00-009.000). (Romaine) ENVIRONMENT, PLANNING & AGRICULTURE

1659. Authorizing the distribution of proceeds from auction sale, pursuant to Suffolk County Administrative Code Section 42-4(L) Mary Michaelis (SCTM No. 0200-421.00-04.00-030.000). (Co. Exec.) WAYS & MEANS

1660. Accepting and appropriating 100% grant funding in the amount of $31,946 from the New York State Office of Temporary and Disability Assistance to the Suffolk County Department of Social Services for the Safety Net Assistance Project (SNAP) and authorizing the County Executive and the Commissioner of Social Services to execute a contract. (Co. Exec.) HEALTH & HUMAN SERVICES

1661. Authorizing execution of an environmental easement and other documents with respect to the State Assistance Contracts for the former Bellport Gas Station – (SCTM No. 0200-975.80-04.00-020.000 p/o). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1662. Authorizing a lease agreement with Holey Moses Cheesecake for use of property at Francis S. Gabreski Airport. (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1663. Authorizing the acquisition of farmland development rights under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) for the Eastport Property Development LLC property - Delalio Sod Farm - Town of Riverhead - (SCTM No. 0600-044.00-02.00-010.005). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1664. Approving a License Agreement for John Della Rocca to reside at Robert Cushman Murphy County Park, Manorville. (Co. Exec.) PARKS & RECREATION

1665. Approving a License Agreement for Melissa Galasso to reside at Oakley House, at West Hills County Park, Huntington. (Co. Exec.) PARKS & RECREATION

1666. Amending Resolution No. 560-2010 and amending the 2011 Capital Budget and Program to increase funding in connection with improvements to North Highway, CR 39, from Sunrise Highway to Montauk Highway, Town of Southampton (CP 5528.311). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1667. Appropriating funds in connection with the purchase of Hybrid Electric Vehicles of various models for County fleet and accepting Federal Aid (CP 5601). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1668. Amending the 2011 Capital Budget and Program and appropriating funds in connection with the purchase of Compressed Natural Gas (CNG) Vehicles of various models for County Fleet and accepting Federal Aid (CP 5602). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1669. Appropriating funds in connection with the County share for participation in the construction of Compressed Natural Gas (CNG) Fueling Facilities (CP 5603, PIN 075961). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1670. Authorizing the County Executive to execute an agreement with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for entry upon lands owned by railroads, in connection with improvements to CR 39, North Road in the vicinity of Flying Point Road Crossing, Town of Southampton, Suffolk County, New York (CP 5528). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1671. Authorizing the County Executive to request a public hearing from the New York State Department of Transportation and execute an agreement with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for entry upon lands owned by railroads, in connection with improvements to CR 100, Suffolk Avenue in the vicinity of Brentwood Road Crossing, Town of Islip, Suffolk County, New York (CP 5065). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1672. Accepting and appropriating Supplemental Adult Funds from the New York State Department of Labor for the Workforce Investment Act (WIA) Program. (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1673. Authorizing the acquisition of farmland development rights under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) - for the Sylvester Manor Educational Farm, Inc. property - Sylvester Manor Phase I - Town of Shelter Island - (SCTM No. 0700-008.00-01.00-005.002 p/o). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE

1674. Accepting and reappropriating 100% funding for Program Years 2009 and 2010 Adult, Dislocated Worker, Youth and Administrative Funds from the New York State Department of Labor for the Workforce Investment Act (WIA) Program. (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1675. Accepting and appropriating the 100% funded Summer Jobs Express! Program grant from the New York State Department of Labor for the Workforce Investment Act (WIA) Program. (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1676. Accepting and appropriating a grant in the amount of $134,406 in Federal pass-through funds from the New York State Division of Homeland Security and Emergency Services for the 2009 Bomb Squad Initiative Program with 100% Support. (Co. Exec.) PUBLIC SAFETY

1677. Appropriating funds in connection with improvements to CR 7, Wicks Road from the vicinity of Blue Jay Drive to the vicinity of CR 13, Fifth Avenue, Town of Islip (CP 5539). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1678. Amending Resolution No. 239-2011 and amending the 2011 Capital Budget and Program to increase funding in connection with the reconstruction of CR 11, Pulaski Road from Larkfield Road to NYS Route 25A, Towns of Huntington and Smithtown (CP 5095.311). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1679. Amending Resolution No. 631-2008 in connection with the reconstruction of CR 57, Bay Shore Road, from NYS Rte 27 To NYS Rte 231, Towns of Babylon and Islip (CP 5523). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1680. Authorizing an intermunicipal agreement with the Town of Southampton in connection with construction of sidewalks on CR 79, Bridgehampton – Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27) and amending the 2011 Capital Budget and Program by accepting $100,000 from the Town of Southampton for construction of sidewalks (CP 5497). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1681. To appoint member to the Food Policy Council of Suffolk County (Donna Boyce). (Viloria-Fisher) HEALTH & HUMAN SERVICES

1682. Making a SEQRA determination in connection with the proposed Sewer District No. 21 – SUNY Stony Brook Wastewater Treatment Plant Upgrade (CP 8121), Town of Brookhaven. (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1683. Making a SEQRA determination in connection with the proposed Suffolk County Sewer Capacity Study for Bellport, Sayville, Ronkonkoma Hub, Middle Island Corridor, Mastic/Shirley, Yaphank and Southampton (CP 8189). (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1684. Making a SEQRA determination in connection with the proposed Suffolk County Sewer Capacity Study for Port Jefferson, Riverhead/Calverton, Patchogue and Sag Harbor (CP 8185). (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1685. Making a SEQRA determination in connection with the proposed improvements to Lindenhurst Village Square County Park, Town of Babylon. (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE

1686. Adopting Local Law No. -2011, A Local Law amending the Charter of Suffolk County. (Lindsay) WAYS & MEANS

1687. Adopting Local Law No. -2011, A Local Law amending the Administrative Code of Suffolk County. (Lindsay) WAYS & MEANS

1688. Adopting Local Law No. -2011, A Local Law to provide for the codification of the Local Laws and certain resolutions of the County of Suffolk into a Municipal Code to be designated the "Code Of Suffolk County". (Pres. Off.) WAYS & MEANS

1689. Adopting Local Law No. -2011, A Local Law mandating prompt reporting of children missing in Suffolk County ("Caylee's Law"). (Cooper) PUBLIC SAFETY

1690. Amending Resolution No. 196-2011, establishing the Long Island First Working Group. (Horsley) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1691. To amend the user fee schedule for Suffolk County Parks to implement a discounted weekend resident junior golf fee. (Nowick) PARKS & RECREATION

1692. To amend the user fee schedule for Suffolk County Marinas. (Nowick) PARKS & RECREATION

1693. Accepting and appropriating $22,656 additional Federal pass through grant funds from the NYS Department of Criminal Justice Services to the Suffolk County Department of Probation for the S.T.O.P Violence Against Women Act Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1694. Amending the Suffolk County Classification and Salary Plan in connection with a new position title in the Department of Health Services: Special Education Coordinator (Spanish Speaking). (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1695. Amending the 2011 Operating Budget and appropriating funds in connection with bonding for settlements for liability cases against the County. (Co. Exec.) BUDGET & FINANCE/INFORMATION TECHNOLOGY

1696. Accepting and appropriating a 100% reimbursed grant from the U.S. Department of Housing and Urban Development and authorizing the County Executive to execute agreements. (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1697. Accepting and appropriating a 100% reimbursed grant from the U.S. Department of Housing and Urban Development for an Emergency Shelter Grants Program and authorizing the County Executive to execute an agreements. (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1698. Accepting and appropriating a 100% reimbursed grant from the U.S. Department of Housing and Urban Development for a Home Investment Partnerships Program and authorizing the County Executive to execute agreements. (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1699. Appropriating funds for the County share of reconstruction in connection with strengthening and improving CR 97, Nicolls Road from the vicinity of NYS Route 25 Middle Country Road to the vicinity of NYS Route 347, Nesconset Highway, Town of Brookhaven (CP 5512). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1700. Appropriating funds for intersection improvements in connection with the reconstruction of CR 13, Fifth Avenue/CR 13A, Clinton Avenue from the vicinity of NYS Route 27A, Montauk Highway to the vicinity of Spur Drive North, Town of Islip (CP 5538). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1701. Amending Resolution No. 265-2009 in connection with the reconstruction of CR 57, Bay Shore Road, from Route 27 to Route 231, Town of Babylon and Town of Islip (CP 5523). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1702. Amending the 2011 Capital Budget and Program and appropriating funds in connection with acquisition of lands for improvements to CR 80, Montauk Highway between NYS Route 112 and CR 101, Patchogue-Yaphank/Sills Road, Town of Brookhaven (CP 5534). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1703. Adopting Local Law No. -2011, A Local Law to establish the Gabreski Airport Conservation and Assessment Committee. (Schneiderman) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY

1704. Adopting Local Law No. -2011, A Local Law to prohibit elected officials from publishing or allowing the publication of their names in advertisements for any County funded or sponsored program or event. (Co. Exec.) WAYS & MEANS

1705. Adopting Local Law No. -2011, A Charter Law to implement Two-Year Rolling Debt Policy under 5-25-5 Law to mitigate budgetary shortfall. (Co. Exec.) BUDGET & FINANCE/INFORMATION TECHNOLOGY

PROCEDURAL MOTIONS

PM.20 Apportioning Mortgage Tax by: County Treasurer. (Pres. Off.)

PM.21 To set a public hearing for the purpose of considering the increase and improvement of facilities for Sewer District No. 3 - Southwest (Outfall - Final Effluent Pumping Station) (CP 8108). (Pres. Off.)

PM.22 To set a public hearing for the purpose of considering the increase and improvement of facilities for Sewer District No. 3 - Southwest (Infiltration/Inflow Study/Sewer Rehabilitation) (CP 8181). (Pres. Off.)

Intro. Res. No. 1624
Introduced by Legislator Romaine

Laid on Table 8/2/11

RESOLUTION NO. -2011, DEFINING CHILD CONCEALMENT IN SUFFOLK COUNTY

WHEREAS, child abduction is a growing problem in Suffolk County and nationwide; and

WHEREAS, cases such as the disappearance and death of Caylee Anthony in Florida and the abduction and long-term concealment of Jaycee Dugard in California have made national headlines; and

WHEREAS, while New York does not, many states have definitions of child concealment in their penal codes; and

WHEREAS, Suffolk County wishes to define the term "child concealment" to assist the police department in investigating child abduction and child concealment cases; now, therefore be it

1st **RESOLVED**, that the term "child concealment" in Suffolk County shall mean "taking, enticing away, keeping, withholding, or concealing a child and maliciously deprives a lawful custodian of a right to custody or a person of a right to visitation"; and be it further

2nd **RESOLVED**, that the Suffolk County Police Department is authorized, empowered, and directed to consider child concealment, as defined herein, during investigations related to violations of New York Penal Law §135 in Suffolk County; and be it further

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

1625

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by Legislator Cooper

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO AMEND RESOLUTION NO. 395-2011, A LOCAL LAW TO PROTECT ANIMALS IN SUFFOLK COUNTY FROM ABUSE

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW TO AMEND RESOLUTION NO. 395-2011, A LOCAL LAW TO PROTECT ANIMALS IN SUFFOLK COUNTY FROM ABUSE**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO AMEND RESOLUTION NO. 395-2011, A LOCAL LAW TO PROTECT ANIMALS IN SUFFOLK COUNTY FROM ABUSE

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 this Legislature approved Resolution No. 395-2011, which requires pet stores to check the name of potential animal purchasers against the Suffolk County Animal Abuse Registry prior to selling certain animal.

This Legislature also finds and determines that, following the passage of this legislation, concerns were raised that the some of the animals covered under this law were not at risk for abuse and other animals not covered under this law may be in danger if not included.

This Legislature further finds and determines that Resolution No. 395-2011 should be amended to reflect these concerns to ensure that the law covers all animals requiring protection from abuse.

Therefore, the purpose of this law is to amend Resolution No. 395-2011 to remove fish from the definition of animal and add birds to same.

Section 2. Amendments.

Section 2 of Resolution No. 395-2011 is hereby amended as follows:

Section 2. Definitions.

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

"ANIMAL" shall mean any live mammal, [fish] bird, or reptile, but shall not include feeder animals.

****

Section 3. Applicability.

This law shall apply to all actions occurring 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 filing in the Office of the Secretary of State.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1625

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 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. 1625-2011; A LOCAL LAW TO AMEND RESOLUTION NO. 395-2011, A LOCAL LAW TO PROTECT ANIMALS IN SUFFOLK COUNTY FROM ABUSE

SPONSOR: LEGISLATOR COOPER

DATE OF RECEIPT BY COUNSEL: 7/27/11 PUBLIC HEARING: 8/16/11

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

This proposed local law would amend Resolution No. 395-2011 to include birds and remove fish from the definition of "animal".

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-amend animal protection

Intro. Res. No. 1626-2011 Laid on Table 8/2/2011
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, AUTHORIZING CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 457-2011

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 457-2011; and

WHEREAS, this resolution when adopted contained a technical errors; and

WHEREAS, the County Executive desires a technical corrections to this resolution; now, therefore be it

1st **RESOLVED**, that the Clerk of the Legislature shall make the following technical corrections:

Resolution No. 457-2011

In the title change the Capital Project Number:

FROM:

CP 1641.110 and .310

TO:

CP 1641

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1627

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by Legislator Eddington

RESOLUTION NO. -2011, AUTHORIZING USE OF SMITH POINT COUNTY BEACH PROPERTY BY THE AMERICAN CANCER SOCIETY, FOR THE AMAZEDNESS KITE FLY

WHEREAS, the American Cancer Society would like to host an event called the Amazedness Kite Fly at Smith Point County Beach; and

WHEREAS, the Amazedness Kite Fly will be held on Saturday, September 17, 2011 from 12:00 p.m. to dusk., with a rain date set for Sunday, September 18, 2011; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of One Hundred and 00/100 Dollars ($100.00), payment of which shall be guaranteed by the American Cancer Society; and

WHEREAS, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured has been provided by the American Cancer Society; and

WHEREAS, the use of County property for the Amazedness Kite Fly would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, more particularly Smith Point County Beach, by the American Cancer Society, in consideration of the payment of One Hundred and 00/100 Dollars ($100.00), for the purpose of hosting the Amazedness Kite Fly on Saturday, September 17, 2011 from 12:00 p.m. to dusk., with a rain date set for Sunday, September 18, 2011, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured by the County of Suffolk from the American Cancer Society and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

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

3rd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the Amazedness Kite Fly by the American Cancer Society at Smith Point County Beach; and be it further

4th **RESOLVED**, that the American Cancer Society shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to

sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-amazedness-kite-fly-2011

Intro. Res. No. 1628-2011
Introduced by Legislator Romaine

Laid on Table 8/2/2011

RESOLUTION NO. -2011, TO ESTABLISH A TICK AND VECTOR-BORNE DISEASES TASK FORCE IN SUFFOLK COUNTY

WHEREAS, a portion of the population of Suffolk County is suffering and even with effective preventative and precautionary measures, will continue to suffer from a number of tick and vector-borne diseases; some patients decline and become disabled, wheelchair bound or bedridden, and occasionally are placed in nursing homes; and

WHEREAS, the suffering from these diseases is seen to range from mild arthralgia to years of complete physical and neurological disability, loss of hearing, blindness and sometimes death; and

WHEREAS, suicide is estimated to be responsible for approximately 40% of deaths from tick-borne diseases; and

WHEREAS, patients are misdiagnosed with arthritis, Lupus, Multiple Sclerosis, Chronic Fatigue Syndrome, Fibromyalgia, Parkinson's, Alzheimer's, and other debilitating diseases; and

WHEREAS, "Lyme" patients are often stigmatized as a result of the spectrum of emotional symptoms and cognitive dysfunction that often occur; and

WHEREAS, ticks, including but not limited to the dog tick, the black-legged tick or deer tick, and the lone star tick, are the most common carriers of vector-borne diseases; mosquitoes are vectors of a plethora of diseases, and other insects in Suffolk County may also be vectors of disease; and

WHEREAS, ticks are second only to mosquitoes as vectors of human disease, both infectious and toxic; from the perspective of disease transmission to humans, the essential characteristic of ticks and mosquitoes is their need to ingest a blood meal. Not picky in their eating habits, ticks take their requisite blood meal from all classes of vertebrate (e.g., mammals, reptiles, birds), with the exception of fish; and

WHEREAS, since ticks carry numerous pathogens such as bacteria, spirochetes, Rickettsia, protozoa, viruses, nematodes, and toxins, a single tick bite has the ability of transmitting multiple diseases, including but not limited to Lyme disease and other infectious diseases including but not limited to Anaplasmosis, Ehrlichiosis, Babesiosis, Bartonellosis, relapsing fever, Rocky Mountain spotted fever, Colorado tick fever, Mycoplasma, tularemia, tick paralysis, Q fever, and several viruses. In addition, the toxins and other proteins in tick saliva alone can produce secondary infections as well as allergic reactions; and

WHEREAS, the number of ticks carrying these diseases is skyrocketing, posing serious public health and safety risks for Suffolk County residents; and

WHEREAS, not only can tick and vector-borne diseases be incorrectly diagnosed as other conditions, they can also occur concurrently with other conditions; and

WHEREAS, there is a dearth of testing for many of the diseases which have been identified as those that can be transmitted by a tick or other arthropod bite; and

WHEREAS, the County of Suffolk currently has a surveillance and control program for mosquitoes to reduce the incidents of West Nile Disease and Eastern Equine Encephalitis cases; but with the exception of the four-poster feeder system in Shelter Island and Fire Island, the issue of tick infestation is not addressed in Suffolk County; and

WHEREAS, the formation of a task force is necessary to review these problems and make recommendations for appropriate action by the County Legislature, the Department of Health Services, and the County Executive; now, therefore be it

1st **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force is hereby created to study the spread of tick and vector-borne related diseases, and to develop a comprehensive needs assessment given the County's approach to this public health and safety issue; and be it further

2nd **RESOLVED**, that the Task Force shall consist of the following members:

1. the Commissioner of the Suffolk County Department of Health Services shall designate a representative knowledgeable in the area of tick control and tick-related illnesses, who will serve as Chair;
2. the County Executive, or his designee;
3. the Presiding Officer of the Suffolk County Legislature, or his designee;
4. the Regional Director of the New York State Department of Environmental Conservation, or his/ her designee;
5. the Chair of the Shelter Island Deer and Tick Committee, or his/her designee;
6. a representative from Brookhaven National Laboratory, knowledgeable in the area of tick and vector control and tick and other vector-related illnesses;
7. a representative from Cornell Cooperative Extension;
8. a representative from the Suffolk County Medical Society/Suffolk Academy of Medicine;
9. a representative from the Suffolk County Pediatric Society;
10. a representative from the Suffolk County Psychological Association;
11. a representative from the Professional Nursing Association of Suffolk County (PNASC);
12. a representative from the Homeopathic Physicians in New York State;
13. a representative from the Empire State Lyme Disease Association, Inc.;
14. a representative from the New York State Veterinary Medical Society;

and be it further

3rd **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force shall hold its first meeting no later than thirty (30) days after the oaths of office of all members have been filed, which meeting shall be convened by the Chair of the Committee for the purposes of organization; and be it further

4th **RESOLVED**, that the members of the Suffolk County Tick and Vector-Borne Diseases Task Force shall serve without compensation and shall serve at the pleasure of their respective appointing authorities; and be it further

5th **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force shall meet at least six times, keep a record of all its proceedings, and determine the rules of its own proceedings with special meetings to be called by the Chair upon his/her own initiative or upon receipt of a written request therefore signed by at least three members of the Tick and Vector-Borne Diseases Task Force. Written notice of the time and place of such special meetings shall be given by the Chair to each member at least four days before the date fixed by the notice for such special meeting; and be it further

6th **RESOLVED**, that 8 members of the Suffolk County Tick and Vector-Borne Diseases Task Force shall constitute a quorum to transact the business of the Task Force at both regular and special meetings; and be it further

7th **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force may submit requests to the County Executive and/or County Legislature for approval for the provision of secretarial services, travel expenses, or retention of consultants to assist the Task Force with such endeavors, said total expenditures not to exceed Five Thousand Dollars ($5,000) per fiscal year, which services shall be subject to Legislative approval; and be it further

8th **RESOLVED**, that clerical services involving month-to-month operation of this Tick and Vector-Borne Diseases Task Force, as well as supplies and postages as necessary, will be provided by the staff of the County Department of Health Services; and be if further

9th **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force may conduct such informal hearings and meetings at any place or places within the County of Suffolk for the purpose of obtaining necessary information or other data to assist in the proper performance of its duties and functions as it deems necessary, and the Task Force shall hold at least one public hearing before approving or rejecting any proposal; and be it further

10th **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force may delegate to any member of the Task Force, the power and authority to conduct such hearings and meetings; and be it further

11th **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force shall cooperate with the Legislative Committee of the County Legislature and make available to each Committee's use, upon request, any records and other data it may accumulate or obtain; and be it further

12th **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force shall submit a written report of its findings and determinations together with its recommendations for action to each member of the County Legislature, the Commissioner of the Department of Health Services, and the County Executive no later than one year subsequent to the effective date of this Resolution for consideration, review, and appropriate action, if necessary, by the entire County Legislature; and be it further

13th **RESOLVED**, that the Suffolk County Tick and Vector-Borne Diseases Task Force shall expire, and the terms of office of its members shall terminate as of December 1, 2012, at

which time the Suffolk County Tick and Vector-Borne Diseases Task Force shall deposit all records of its proceedings with the Clerk of the Legislature; and be it further

12th **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:

RESOLUTION NO. CONTROL#866-2011

Intro. Res. # 1629-11 Laid on Table 8/2/11

INTRODUCED BY THE PRESIDING OFFICER
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. _____2011
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #866-2011)

WHEREAS, the Director of the Real Property Tax Service Agency, under appropriate sections of the Real Property Tax Law, will cause to have investigated and a determination made as to whether those submitted "Correction of Error" items which would amend the assessment and tax rolls shall be recommended for approval (or recommended for denial) to the Suffolk County Legislature, and

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments, grant refunds of taxes in case of correction of errors on the assessment and tax rolls, and pursuant to the provisions of the Real Property Tax Law, and

WHEREAS, the properties represented by the tax item number and/or Suffolk County tax map number and indicated below have been duly investigated by the Real Property Tax Service Agency, and the procedures of the Real Property Tax Law having been fully complied with, together with documentation and amended tax statements placed on file with the County, as submitted by the appropriate Assessor and/or Receiver of Taxes, then

BE IT RESOLVED, that the taxes for the properties represented by the tax item number and/or Suffolk County Tax Map Number, as shown, for the year or year specified be readjusted or refunded in full or part in the amount set opposite each such parcel as herein indicated, and

BE IT FURTHER RESOLVED, that the amount of such refund, if tax paid or charge-back, be made to the respective TOWN as provided by law.

RESOLUTION NO. CONTROL#866-2011

KEY	EXPLANATION	RPTL SEC	LIMITATIONS
A	Clerical Error	556	3 years
B	Unlawful Entry	556	3 years
C	Error in Essential Fact	556a	3 years

RESOLUTION NO. CONTROL#866-2011

(A/B - Chapter 634 Laws 1976) (C - Chapter 124 Laws 1975)

Key	Town	Year	S.C. Tax Map No	Original Tax	Corrected Tax	Chargeback Refund, if Tax Paid
A	BROOKHAVEN	10/11	0200 95100 0400 025000	9462.47	6845.24	2617.23
A	BROOKHAVEN	10/11	0200 94600 0100 003005	37028.04	27990.75	9037.29
A	BROOKHAVEN	10/11	0200 04900 0600 015000	9919.86	7279.92	2639.94
A	HUNTINGTON	09/10	0400 25300 0100 050000	20924.95	16541.38	4383.57
C	SOUTHAMPTON	10/11	0900 15200 0100 036000	48970.00	39949.50	9020.50
C	SOUTHAMPTON	10/11	0904 01500 0200 016001	7607.02	4561.85	3045.17

*As Provided and Requested By Town Assessor or Receiver of Taxes

APPROVED BY:

County Executive of Suffolk County Date of Approval:

1629

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS

3. Purpose of Proposed Legislation Yes ____ No____

SEE NO. 2 ABOVE

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

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

6. If the answer to item 5 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

2011

10. Typed Name & Title of Preparer
B.M. Hotchkiss RPAT. I

11. Signature of Preparer

12. Date June 20, 2011

Additional back-up material regarding IR 1629 is on file in the

Legislative Clerk's Office, Hauppauge.

Introductory Resolution No. 1630-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
PERCY HEMANS
0100-228.02-01.00-148.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 228.02, Block 01.00, Lot 148.000, and acquired by tax deed on October 19, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 20, 2010, in Liber 12640, at Page 823, and otherwise known and designated by the Town of Babylon, as Slip E-2, on a certain map entitled "Map of Anchorage Yacht Club Condominium", filed in the office of the Clerk of Suffolk County on April 19, 1985 as Map No. 111; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 19, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 20, 2010 in Liber 12640 at Page 823.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, PERCY HEMANS has made application of said above described parcel and PERCY HEMANS has paid the application fee and has paid $302.47, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to PERCY HEMANS, 218-03 100th Avenue, Queens Village NY 11429, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1630

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

June 14, 2011

Tax Map No.: 0100-228.02-01.00-148.000
Name of Last Legal Fee Owner: PERCY HEMANS

TREASURER'S COMPUTATION.....	$302.47
Taxes.....2010/2011.....	PAID
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
TOTAL.....	$302.47
Monies Received.....	$302.47
RESOLUTION AMOUNT.....	$302.47

APPROVED:

Karen A Slater 6/15/11
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0100	228.02	01.00 1630	148.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08 272.40

2008/09, 2009/10, AND FIRST HALF 2010/11 PROPERTY TAXES PAID BY OWNER

TOTAL: 272.40

B. INTEREST DUE 15.66
C. TOTAL 288.06
D. 5% LINE C 14.40
E. FEE
F. MISC
G. MISC

H. TOTAL DUE $302.47

CERTIFICATION BY COUNTY TREASURER

I, Douglas W. Sutherland, Chief Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 07-Apr-11

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 10/04/11

dz

1630

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**
Tax Map Number 0100-228.02-01.00-148.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

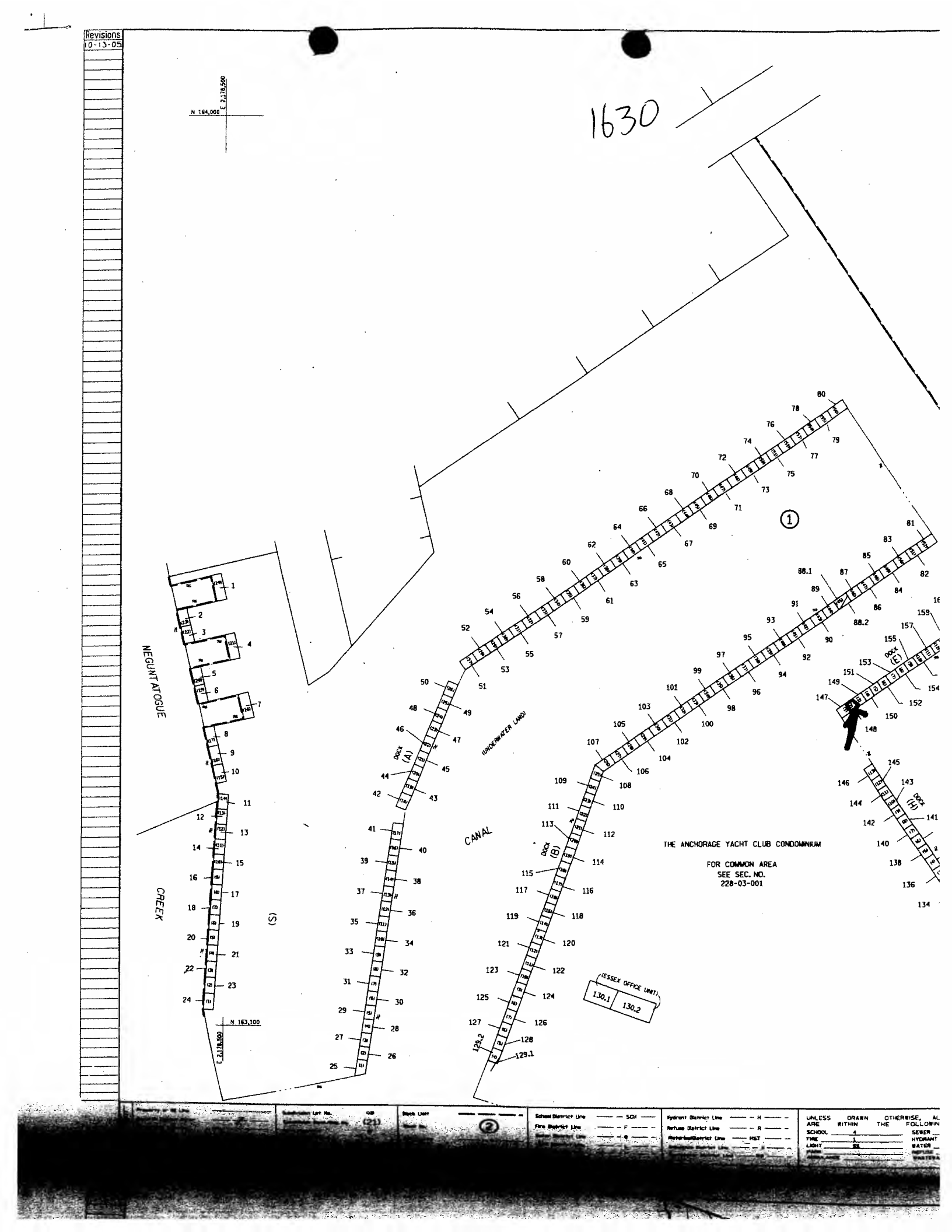
N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Lori Sklar Lori Sklar 6/15/11


Revisions
10-13-05
1630
N 164,000
E 2,178,500
NEGUNTATOGUE
CREEK
(S)
CANAL
(UNDERWATER LAND)
DOCK (A)
DOCK (B)
DOCK (E)
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1
N 163,100
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(ESSEX OFFICE UNIT)
130.1
130.2
THE ANCHORAGE YACHT CLUB CONDOMINIUM
FOR COMMON AREA
SEE SEC. NO.
228-03-001
(21)
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SCHOOL 4
FIRE 1
LIGHT 55
SEWER
HYDRANT
WATER

BABYLON
LINDENHURST
Lindenhurst Sr HS
W Babylon Sr HS
Babylon Grove HS
Babylon Village Hall
Historical Preservation
Cemetery
Shopping Center
Bergen Point County GC
Long Island YC
Santapogue Pt
Fleet Pt
Green Park
Venetian Shores Beach
Indian Island County Park
Nature Preserve
Strong's Pt
Southards Pond
Carlls Creek
Forsters Creek
Central Branch
1757
1762
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©Hagstrom Map Company, Inc.

Introductory Resolution No. 1631-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
PATRICK SINRAM
0200-276.00-05.00-037.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 276.00, Block 05.00, Lot 037.000, and acquired by tax deed on October 05, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 06, 2010, in Liber 12639, at Page 481, and otherwise known and designated by the Town of Brookhaven, as all of Lots 502 and 503 and Part of Lots 342 to 346 inclusive, on a certain map entitled, "Map of Laurel Park" which map was filed in the Office of the Clerk of the County of Suffolk on July 9, 1908 as and by Map No. 320 and Part of Lots 463, 464, and 465 on a certain map entitled, "Map of Stuyvesant Park" Plate 3, which map was filed in the Office of the Clerk of the County of Suffolk on May 25, 1908 as and by Map No. 287, and part of Henry Street as shown on both maps; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 05, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 06, 2010 in Liber 12639 at Page 481.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, PATRICK SINRAM has made application of said above described parcel and PATRICK SINRAM has paid the application fee and has paid $81,748.38, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to PATRICK SINRAM, 387 Pond Path, East Setauket NY 11733, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1631

June 14, 2011

Tax Map No.: 0200-276.00-05.00-037.000
Name of Last Legal Fee Owner: PATRICK SINRAM

TREASURER'S COMPUTATION.....	$71,172.51
Taxes.....2010/2011.....	$10,575.87
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
TOTAL.....	$81,748.38
Monies Received.....	$81,748.38
RESOLUTION AMOUNT.....	$81,748.38

APPROVED:

Karen A Slater 6/15/11
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0200	276.00	05.00	1631	037.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	12835.95
2006/07	14233.98
2007/08	13709.52
2008/09	13121.90
2009/10	10350.11

2010/11 PROPERTY TAXES $10,575.87 NOT INCLUDED IN COMPUTATION

	TOTAL:	64251.46
B. INTEREST DUE		3531.88
C. TOTAL		67783.34
D. 5% LINE C		3389.17
E. FEE		
F. MISC		
G. MISC		
H. TOTAL DUE		$71,172.51

6/15/11

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 16-Mar-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 09/12/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1631

1. Type of Legislation

Resolution X
Tax Map Number 0200-276.00-05.00-037.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

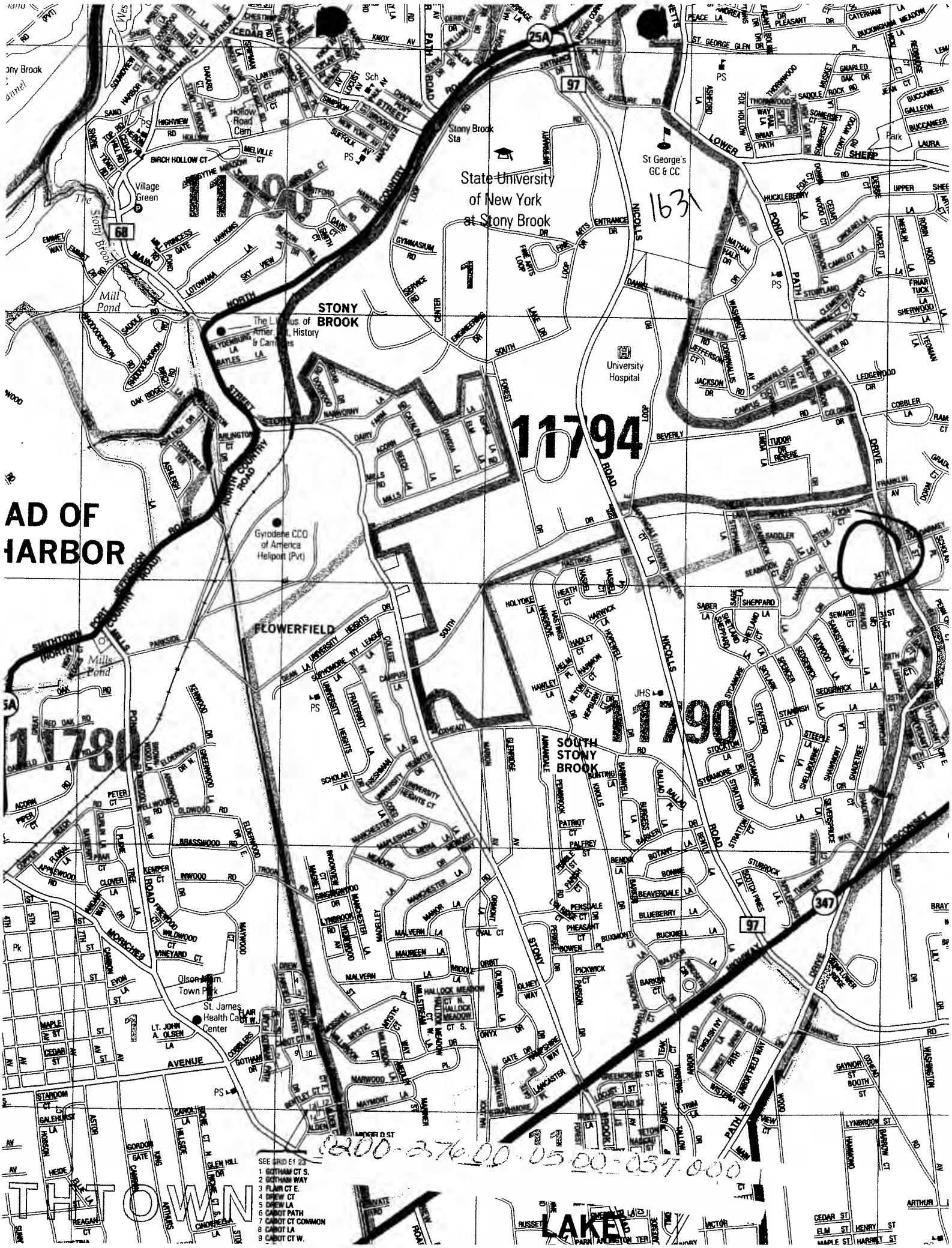
N/A

9. Timing of Impact

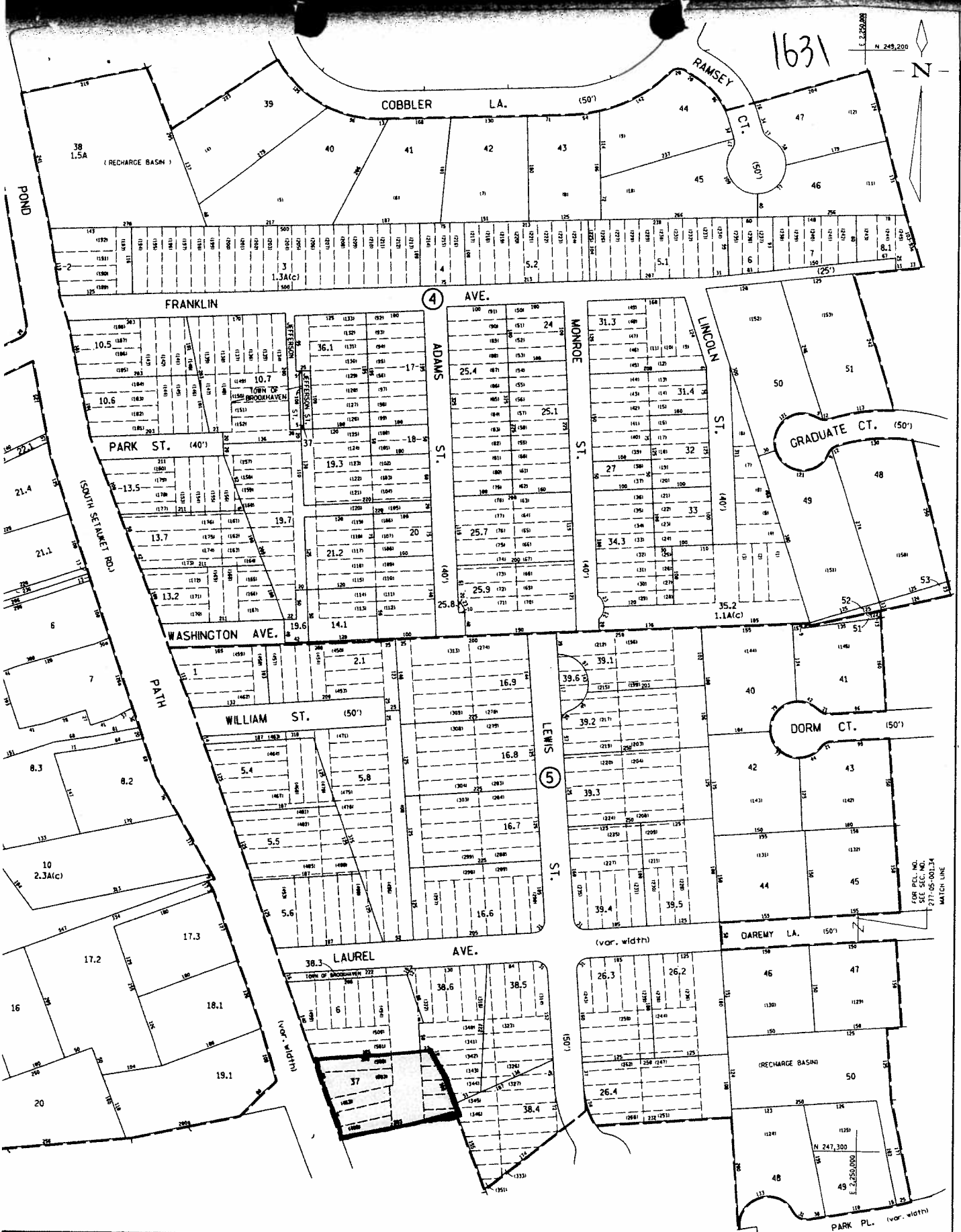
2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Diane Bishop Diane Bishop 6/14/11



State University of New York at Stony Brook
St George's GC & CC
Stony Brook Sta
Village Green
Mill Pond
STONY BROOK
University Hospital
11794
11790
11780
AD OF
HARBOR
Gyrodene CCO of America Heliport (Pvt)
FLOWERFIELD
SOUTH STONY BROOK
Olson Mem. Town Park
St. James Health Care Center
LAKE
SEE GRID E1 23
1 GOTHAM CT S.
2 GOTHAM WAY
3 FLAIR CT E.
4 DREW CT
5 DREW LA
6 CABOT PATH
7 CABOT CT COMMON
8 CABOT LA
9 CABOT CT W.



NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

KEY MAP: 250 / 275 276 277 / 306

TOWN OF BROOKHAVEN
VILLAGE OF
DISTRICT NO 0200

SECTION NO 276
PROPERTY MAP

CONVERSION DATE: Jun. 17, 1996

Gen AB

COUNTY OF SUFFOLK

1631

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

June 21, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-276.00-05.00-037.000
PATRICK SINRAM

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Steve Forst, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1632-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
KEVRIC DEVELOPMENT CORP.
0600-123.00-04.00-042.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Riverhead, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0600, Section 123.00, Block 04.00, Lot 042.000, and acquired by tax deed on August 19, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 19, 2010, in Liber 12634, at Page 961, and otherwise known and designated by the Town of Riverhead, as Lots 1 and 2 on a certain map entitled, "Map No. 2 of Property of William H. Sweezy" and filed in the Office of the Clerk of the County of Suffolk on September 21, 1926 as Map No. 817; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on August 19, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 19, 2010 in Liber 12634 at Page 961.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, LEHMAN BROTHERS HOLDING, INC. BY AURORA BANK COMMERCIAL SERVICES AS AUTHORIZED AGENT has made application of said above described parcel and LEHMAN BROTHERS HOLDING, INC. BY AURORA BANK COMMERCIAL SERVICES AS AUTHORIZED AGENT has paid the application fee and has paid $19,931.45, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to KEVRIC DEVELOPMENT CORP., 331 Sweezey Avenue, Riverhead, NY 11901, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1632

June 09, 2011

Tax Map No.: 0600-123.00-04.00-042.000
Name of Last Legal Fee Owner: KEVRIC DEVELOPMENT CORP.

TREASURER'S COMPUTATION.....	$15,167.12
Taxes.....2010/2011.....	$4,764.33
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
TOTAL.....	$19,931.45
Monies Received.....	$19,931.45
RESOLUTION AMOUNT.....	$19,931.45

APPROVED:

Karen A Slater 6/13/11
Accounting

PREPARED BY:
Diane Bishop
Redemption Unit
(631)853-5932

DB:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	1632 LOT
0600	123.00	04.00	042.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	2957.43
2008/09	6026.24
2009/10	4654.14

2010/11 PROPERTY TAXES $4,764.33 NOT INCLUDED IN COMPUTATION

TOTAL:	13637.81
B. INTEREST DUE	807.06
C. TOTAL	14444.87
D. 5% LINE C	722.24
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE	$15,167.12

.01 over
6/13/11

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 14-Mar-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 09/10/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1632

1. Type of Legislation

Resolution X
Tax Map Number 0600-123.00-04.00-042.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

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

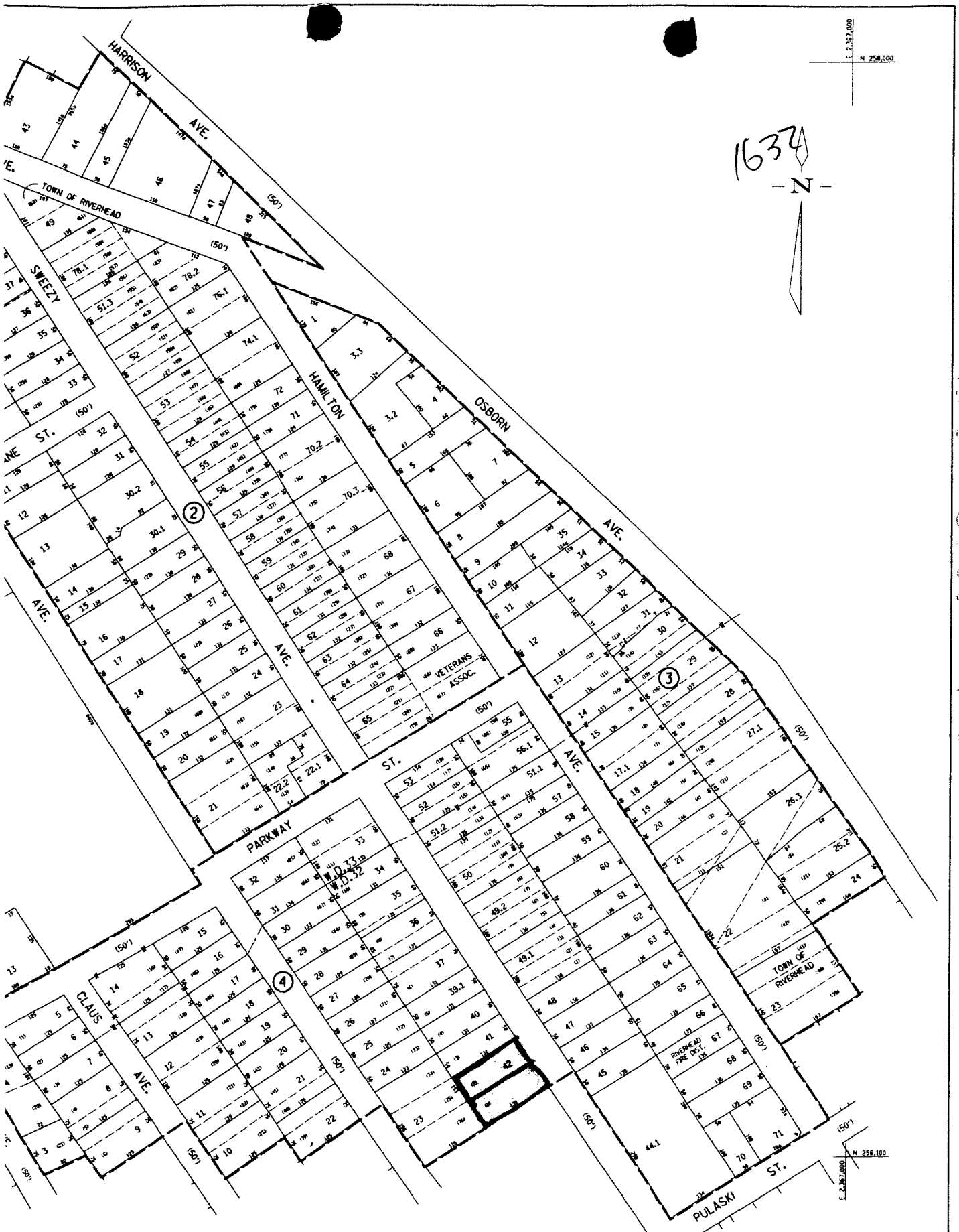
9. Timing of Impact

2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Diane Bishop Diane Bishop 6/9/11

Suffolk Co.
Joins Map 40
S2
T2
72°39'45"
72°39'00"
72°38'15"
11931
P.O. BOXES ONLY
1632
Le Clos Thérèse
RIVERHEAD
Joins Map 36
Joins Map 37
29
28
27
26
25
40°57'00"
40°56'15"
40°55'30"
40°54'45"
Sandy Pond GC
Mercy HS
Central Suffolk Hospital
1 BLUEBIRD PL
2 YELLOWBIRD PL
3 REDBIRD PL
RIVERHEAD
Riverhead HS
Riverhead Cemetery
St. John's Cem
Town Hall
Dept. of Social Services
Riverhead Sta
Supreme Court Bldg
Hist Society
Atlantis Marine World
Riverhead YC
S.C. Jail
Evan K. Griffing Center
Arthur M. Cromarty Court Complex
Cheney Pond
Cranberry Bog County Park
Sweezy Pond
RIVERSIDE
Long Island Railroad (Main Line)
Peconic
CROSS-RIVER
TURNPIKE
MAIN
DRIVE
ROAD
COUNTRY
OLD
NORTHVILLE
STREET
HUBBARD
OSBORN
ELTON
WEST MAIN
EAST
CENTER DR
FLANDERS
NUGENT
DRIVE
SOUTH
CENTER
OLD QUOGUE ROAD
RIVERHEAD-QUOGUE
LAKE AVENUE
PULASKI
RIVERSIDE
43
105
73
58
25
94A
94
63
24
104



NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

KEY MAP

TOWN OF RIVERHEAD
VILLAGE OF
DISTRICT NO 0600

SECTION NO 123
PROPERTY MAP

CONVERSION DATE: Oct. 05, 1987

Gen adv

1632

COUNTY OF SUFFOLK

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY

PAMELA J. GREENE
DIVISION DIRECTOR

DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

BRIAN CULHANE
COMMISSIONER

June 21, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0600-123.00-04.00-042.000
KEVRIC DEVELOPMENT CORP.

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Steve Forst, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1633-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
GILBERT APONTE
0200-565.00-03.00-002.001 n/k/a 0200-565.00-03.00-002.003 and 0200-565.00-03.00-002.004

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 565.00, Block 03.00, Lot 002.001, and acquired by tax deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011, in Liber 12647, at Page 724, and otherwise known and designated by the Town of Brookhaven, as part of the Southerly half of Lot No. 24 on a certain Map entitled "1st Map of Tract of Land of Agricultural City Company at Ronkonkoma, L.I." and filed in the office of the Clerk of the County of Suffolk on April 10, 1896 as Map No. 580; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011 in Liber 12647 at Page 724.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, COACH TITLE INSURANCE ON BEHALF OF MEHVISH QURESHI has made application of said above described parcel COACH TITLE INSURANCE ON BEHALF OF MEHVISH QURESHI has paid the application fee and has paid $439.79, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to GILBERT APONTE, 138 Rustic Road, Centereach NY 11720, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1633

June 09, 2011

Tax Map No.: 0200-565.00-03.00-002.001 n/k/a 0200-565.00-03.00-002.003 and 0200-565.00-03.00-002.004

Name of Last Legal Fee Owner: GILBERT APONTE

TREASURER'S COMPUTATION	$439.79
Taxes.....2010/2011	PAID
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$439.79
Monies Received	$439.79
RESOLUTION AMOUNT	$439.79

APPROVED:

Karen A Slater 6/13/11
Accounting
DB:lag

PREPARED BY:

Diane Bishop
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATIO. BY SUFFOLK COUNTY TRE. URER

DISTRICT	SECTION	BLOCK		LOT
0200	565.00	03.00	1633	002.001

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	400.81

THERE ARE NO OTHER TAX ARREARS DUE FOR THIS PARCEL

	TOTAL:	400.81
B. INTEREST DUE		18.04
C. TOTAL		418.85
D. 5% LINE C		20.94
E. FEE		
F. MISC		
G. MISC		
H. TOTAL DUE		$439.79

6/13/11

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 06-Apr-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 10/03/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1633

1. Type of Legislation

Resolution **X**
Tax Map Number 0200-565.00-03.00-002.001 n/k/a 0200-565.00-03.00-002.003 and 0200-565.00-03.00-002.004

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

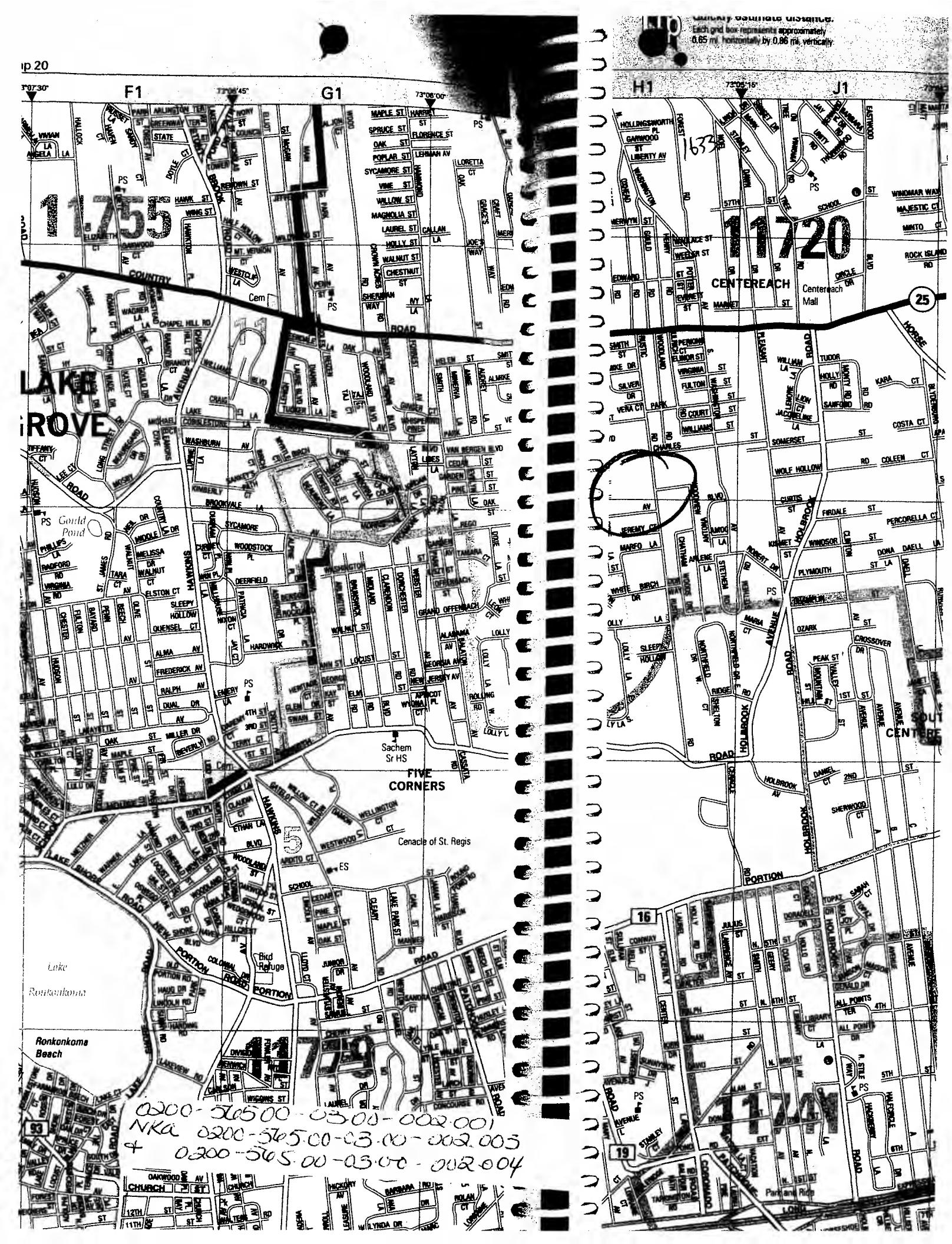
N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Diane Bishop Diane Bishop 6/9/11



Quickly estimate distance.
Each grid box represents approximately 0.65 mi. horizontally by 0.86 mi. vertically.
F1
G1
H1
J1
11755
11720
11779
11740
LAKE GROVE
CENTEREACH
Centereach Mall
Gould Pond
Sachem Sr HS
FIVE CORNERS
Cenacle of St. Regis
Lake Ronkonkoma
Ronkonkoma Beach
Bird Refuge
Park and Ride
0200-565.00-03.00-002.001
NKa 0200-565.00-03.00-002.003
+ 0200-565.00-03.00-002.004

NKA 0800-565.00-03.00-002.003 + 0800-565.00-03.00-002.004

1633

Revisions
03-06-97
03-07-97
03-13-98
03-17-98
03-29-99
10-21-99
05-03-01
04-05-02
06-13-02
08-12-02
02-17-04
06-01-04
06-22-04
02-04-05
08-21-07
02-27-08
03-20-08
05-14-09

LEGEND						
Property or RR Line	Subdivision Lot No. (18)	Block Limit	School District Line — SCH —	Hydrant District Line — H —	UNLESS DRAWN OTHERWISE, A ARE WITHIN THE FOLLOWI	
Denotes Common Owner	Subdivision Block/Bldg. No. (21)	Block No. ②	Fire District Line — F —	Refuse District Line — R —	SCHOOL 5.11	SEWER
Subdivision Lot Line	Deed Dimension	County Line	Water District Line — W —	Historical District Line — HST —	FIRE FE3, FK1	HYDRANT
Stream / Shore	Scaled Dimension	Town Line	Light District Line — L —	Ambulance District Line — A —	LIGHT LK1	WATER
Parcel No. 23	Deed Area 12.1 A(d) or 12.1A	Village Line	Park District Line — P —	Wastewater District Line — WW —	PARK	REFUSE
	Subdivision Area 12.1 A(d)		Sewer District Line — S —		AMBULANCE	WASTEW

Revisions

Introductory Resolution No. 1634-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
CARLO LONARDO, AS TO A ½ INTEREST AND D & A SAND AND GRAVEL, INC., AS TO A ½ INTEREST
0200-769.00-02.00-027.002

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 769.00, Block 02.00, Lot 027.002, and acquired by tax deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011, in Liber 12647, at Page 711, and otherwise known and designated by the Town of Brookhaven, as District 0200, Section 769.00, Block 02.00, Lot 027.002; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011 in Liber 12647 at Page 711.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, CARLO LONARDO, AS TO A ½ INTEREST AND D & A SAND AND GRAVEL, INC., AS TO A ½ INTEREST has made application of said above described parcel and CARLO LONARDO, AS TO A ½ INTEREST AND D & A SAND AND GRAVEL, INC., AS TO A ½ INTEREST has paid the application fee and has paid $51,034.67, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to CARLO LONARDO, AS TO A ½ INTEREST AND D & A SAND AND GRAVEL, INC., AS TO A ½ INTEREST has made application of said above described parcel and CARLO LONARDO, AS TO A ½ INTEREST AND D & A SAND AND GRAVEL, INC., AS TO A ½ INTEREST, 67 Jamaica Ave., Holtsville, NY 11742, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1634

June 10, 2011

Tax Map No.: 0200-769.00-02.00-027.002
Name of Last Legal Fee Owner: CARLO LONARDO, AS TO A ½ INTEREST AND D & A SAND AND GRAVEL, INC., AS TO A ½ INTEREST

TREASURER'S COMPUTATION	$45,637.09
Taxes.....2010/2011	$5,397.58
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$51,034.67
Monies Received	$51,034.67
RESOLUTION AMOUNT	$51,034.67

APPROVED:

Karen A Blatter 6/13/11
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	769.00	02.00	027.002

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES: 1634

2005/06	7762.67
2006/07	8246.93
2007/08	11762.69
2008/09	7230.39
2009/10	6613.72

2010/11 PROPERTY TAXES $5,397.58 NOT INCLUDED IN COMPUTATION

	TOTAL:	41616.40
B. INTEREST DUE		1847.49
C. TOTAL		43463.89
D. 5% LINE C		2173.19
E. FEE		
F. MISC		
G. MISC		
H. TOTAL DUE		$45,637.09

.01 over @ 6/13/11

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 04-Apr-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 10/01/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1634

Resolution X
Tax Map Number 0200-769.00-02.00-027.002

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

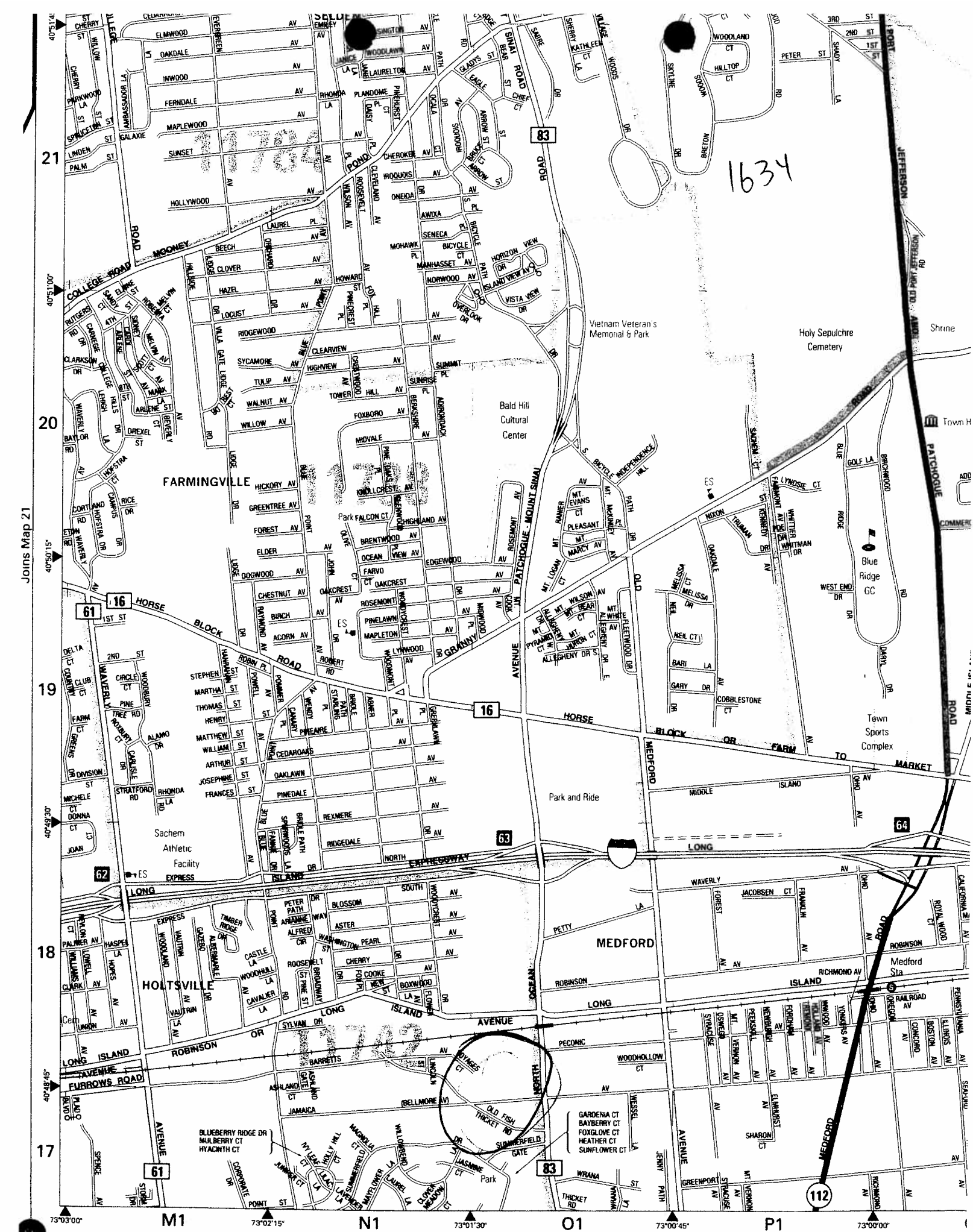
N/A

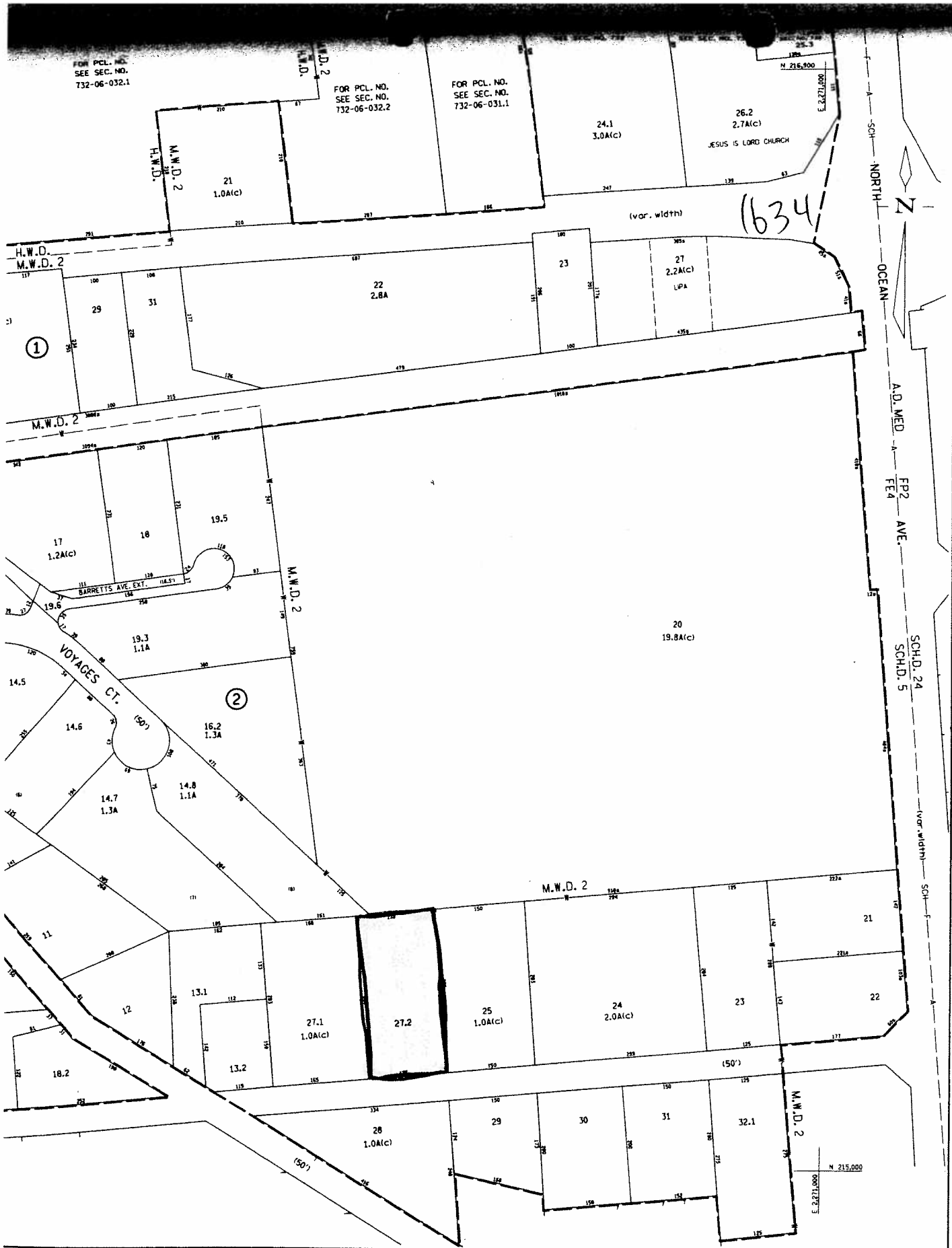
9. Timing of Impact

2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Diane Bishop Diane Bishop 6/10/11


FARMINGVILLE
HOLTSVILLE
MEDFORD
Bald Hill Cultural Center
Vietnam Veteran's Memorial & Park
Holy Sepulchre Cemetery
Blue Ridge GC
Town Sports Complex
Sachem Athletic Facility
Park and Ride
Medford Sta
Park
Cem
Joins Map 21
Joins Map 28
©Hagstrom Map Company, Inc.
M1
N1
O1
P1
73°03'00"
73°02'15"
73°01'30"
73°00'45"
73°00'00"
40°51'45"
40°51'00"
40°50'15"
40°49'30"
40°48'45"
1634



NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 0 100 200

KEY MAP

731	732	733
768	769	770
805	806	

TOWN OF BROOKHAVEN
VILLAGE OF
DISTRICT NO 0200

SECTION NO 769
PROPERTY MAP

CONVERSION DATE: Mar. 13, 1997

0200-769.00-02.00-027.002

COUNTY OF SUFFOLK

STEVE LEVY
COUNTY EXECUTIVE

1634

DEPARTMENT OF ENVIRONMENT AND ENERGY

PAMELA J. GREENE
DIVISION DIRECTOR

DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

BRIAN CULHANE
COMMISSIONER

June 21, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-769.00-02.00-027.002
CARLO LONARDO, AS TO A ½ INTEREST AND D & A SAND AND GRAVEL, INC., AS TO A ½ INTEREST

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Steve Forst, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1635-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF BROOKHAVEN FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0200-603.00-05.00-008.001)

WHEREAS, the County of Suffolk is the fee owner of the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 603.00, Block 05.00, Lot 008.001, and acquired by tax deed on June 2, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 9, 2008, in Liber 12553, CP 960, known and designated as Lots 987 to 990 inclusive on a certain map entitled "Map of Natures Gardens, Berkshire Heights Section", and filed in the Office of the Clerk of the County of Suffolk on July 27, 1932 as Map No. 1091,

WHEREAS, said parcel is surplus to the needs of the County of Suffolk; and

WHEREAS, section 72-H of the General Municipal Law permits the sale of real property between Municipal Corporations; and

WHEREAS, the Town of Brookhaven, Suffolk County, New York, has requested the County of Suffolk convey the above-described parcel to it (see annexed Resolution hereto marked as Exhibit "A"); and

WHEREAS, the transfer of this parcel is pursuant to and in accordance with Local Law No. 13-2000, 2-2002 and 17-2004 which established and modified the Affordable Housing Opportunities Program; and

WHEREAS, the Suffolk County Department of Economic Development and Workforce Housing has approved the use of this parcel for the purposes stated above; now, therefore, be it

1st **RESOLVED,** the subject parcel shall be conveyed to the Town of Brookhaven, Suffolk County, New York for affordable housing use, together with the following restrictive covenants that will run with the land so conveyed and, additionally, if any one or more of the following occurs, the subject premises shall revert to the grantor as herein provided and as provided in any deed evidencing the transfer of the subject premises from the grantor to the grantee:

1. If the grantee is not restricted in its use of the subject premises solely and exclusively for affordable housing purposes; with all right, title, and interest reverting to the grantor, at the sole option of the grantor, in the event that the grantee, at any time uses or attempts to use said subject premises for other than affordable housing purposes, in accordance with the approved plan submitted by the grantee. Such reverter clauses contained herein shall apply to the grantee, or any transferee from the grantee undertaking the construction, reconstruction or rehabilitation of affordable housing on the subject premises;

2. If the grantee fails to construct or complete construction of affordable housing unit or units on said property within three (3) years from the date of transfer unless an extension of time is granted in writing, for good cause shown, by the Suffolk County Director of Affordable Housing or any successor thereto. Such extension shall not exceed two two year extensions unless approved by duly enacted resolution of the grantor;

3. If the income, at initial occupancy, of the occupant should exceed 80% of the HUD established median income for the Nassau-Suffolk PMSA based on family size;

4. If the subsidized purchase price of home should exceed 60% of median sales price for Suffolk County based upon the State of New York Mortgage Agency Guidelines;

5. If the rent should exceed HUD established fair market rent for Nassau-Suffolk PMSA based upon bedroom size;

6. If the affordable housing unit or units are owner-occupied, and the unit or units fail(s) to remain the principal residence of the owner for a period of five (5) consecutive years. If the affordable housing unit or units are tenant-occupied, and the unit or units fail(s) to remain affordable for ten (10) consecutive years;

7. If the grantee fails to certify to the Suffolk County Director of Affordable Housing prior to closing of the title with any affordable housing grantee

a. the dates of completion and occupancy for any affordable housing unit or units constructed or rehabilitated on said property; and

b. the total household income, from all sources, of the purchaser or purchasers of the property and his or her family; and

c. the total purchase or rental price of the affordable housing unit or units sold or otherwise transferred; and

d. the affordable housing unit or units meet local building and zoning codes;

8. If the grantee shall fail to provide the Suffolk County Director of Affordable Housing with an annual written report, no later than December 31 of each year commencing December 31, 2011, on the subject premises, including, but not limited to, the exact and precise use to which the subject premises has been put to along with the net proceeds generated by the initial purchase of the subject premises; or

9. If any subsequent grantee fails to comply with all applicable state, federal, and local regulations pertaining to price, income eligibility and marketing standards for affordable housing programs.

2nd **RESOLVED,** the grantee will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for affordable housing with all right title and interest reverting to the County of Suffolk in the event that the grantee at any time, uses or attempts to use said subject parcel for other than affordable housing or attempts to sell, transfer or otherwise dispose of or does, in fact, sell transfer or otherwise dispose of said subject parcel with said parcel being used thereafter for other than affordable housing.

3rd **RESOLVED,** that neither grantee nor any subsequent grantee shall bill or charge back to grantor any cost incurred or projected to be incurred for the cleaning up, removal and disposal of any debris, waste and /or contamination on said property. In the event that such charge back or bill is rendered to the grantor the transfer shall be void ab initio and the realty shall revert to the grantor.

4th **RESOLVED,** that it is intended and agreed that the agreements and covenants contained in the deed evidencing transfer of subject premises shall be covenants running with the land and that they shall be, in any event , and without regard to technical classification of designation, legal or otherwise, and except only by law, binding for the benefit and in favor of, and enforceable by, the grantor, it being further understood that such agreements and covenants shall be binding only upon the grantee, if it be a municipality or any assignee of the grantee, undertaking the construction, reconstruction or rehabilitation of affordable housing, only for such period as they shall have title to or an interest in or possession of the property or part thereof.

5th **RESOLVED,** the conveyance of the parcel described to the Town of Brookhaven for the purposes described herein shall be for the sum of One Dollar, and, upon payment of such sum, all subsequent grantees of such subject premises shall comply with all applicable state, federal, and local regulations pertaining to the price, income eligibility and marketing standards for affordable housing programs.

6th **RESOLVED**, that the Director of Real Property Acquisition and Management, or her designee, be and hereby is authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above-described property upon the above-described terms and conditions.

7th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c) (20) and (27)). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Exhibit "A" 1635

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2011-227
MEETING OF: MARCH 8, 2011

AUTHORIZING THE TRANSFER OF FORECLOSED PROPERTIES AS REFLECTED IN SCHEDULE "A" ATTACHED HERETO FROM THE COUNTY OF SUFFOLK TO THE TOWN OF BROOKHAVEN AND FROM THE TOWN TO A NOT-FOR-PROFIT HOUSING AGENCY TO PROMOTE THE AVAILABILITY OF AFFORDABLE HOUSING

WHEREAS, the Town of Brookhaven, the County of Suffolk under the 72h Program, and various not-for-profit groups have cooperated throughout the years to create affordable housing opportunities and to remove blighted conditions within the Town; and

WHEREAS, the County of Suffolk wishes to transfer to the Town of Brookhaven from its foreclosure inventory parcels of properties known as Montauk Highway, Bellport, New York; Provost Avenue, Bellport, New York; 2616 Kane Avenue, Medford, New York; 45 Wilson Avenue, Middle Island, New York; and Adirondack Drive, Farmingville, New York, as reflected in Schedule "A" attached hereto for the sole purpose of developing affordable housing and to provide eligible residents within the Town with viable homeownership; and

WHEREAS, the Town of Brookhaven desires to continue to be an active partner with providing affordable housing opportunities to residents of the Town;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Brookhaven that the Supervisor or Deputy Supervisor is hereby authorized to execute any agreement and/or instrument approved as to form by the Department of Law, providing for the conveyance of the parcels of properties known as Montauk Highway, Bellport, New York; Provost Avenue, Bellport, New York; 2616 Kane Avenue, Medford, New York; 45 Wilson Avenue, Middle Island, New York; and Adirondack Drive, Farmingville, New York, as reflected in the attached Schedule "A", to a not-for-profit organization in order to promote and create affordable housing opportunities which will in turn provide the residents of the Town of Brookhaven with viable homeownership; and be it further

RESOLVED, by the Town Board of the Town of Brookhaven that the Town Clerk is hereby directed to post and publish the notice of adoption of this resolution which is subject to a permissive referendum.

1635

Schedule A

Council District Four

CONNIE KEPERT

SCTM#	ADDRESS	NOT-FOR -PROFIT
1. ~~0200-975.90-02.00-043.000~~	~~Montauk Hwy, Bellport~~	~~Long Island Housing Partnership~~
2. 0200-973.80-02.00-018.000	Provost Ave, Bellport	**Long Island Housing Partnership**
3. 0200-701.00-01.00-034.000	2616 Kane Ave, Medford	**EOC of Suffolk**
4. 0200-435.00-01.00-008.000	45 Wilson Ave, M.I	**Long Island Housing Partnership**
5. 0200-603.00-05.00-008.001	Adirondack Drive Farmingville	**EOC of Suffolk**

1635

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-603.00-05.00-008.001

Section 72-h, Gen'l Municipal Law

	Amount
County Investment	$28,911.37

PURPOSE:

A. Affordable Housing	X
B. Town Parks	
C. Road/Highway	
D. Drainage/Recharge Basin	
E. Other	

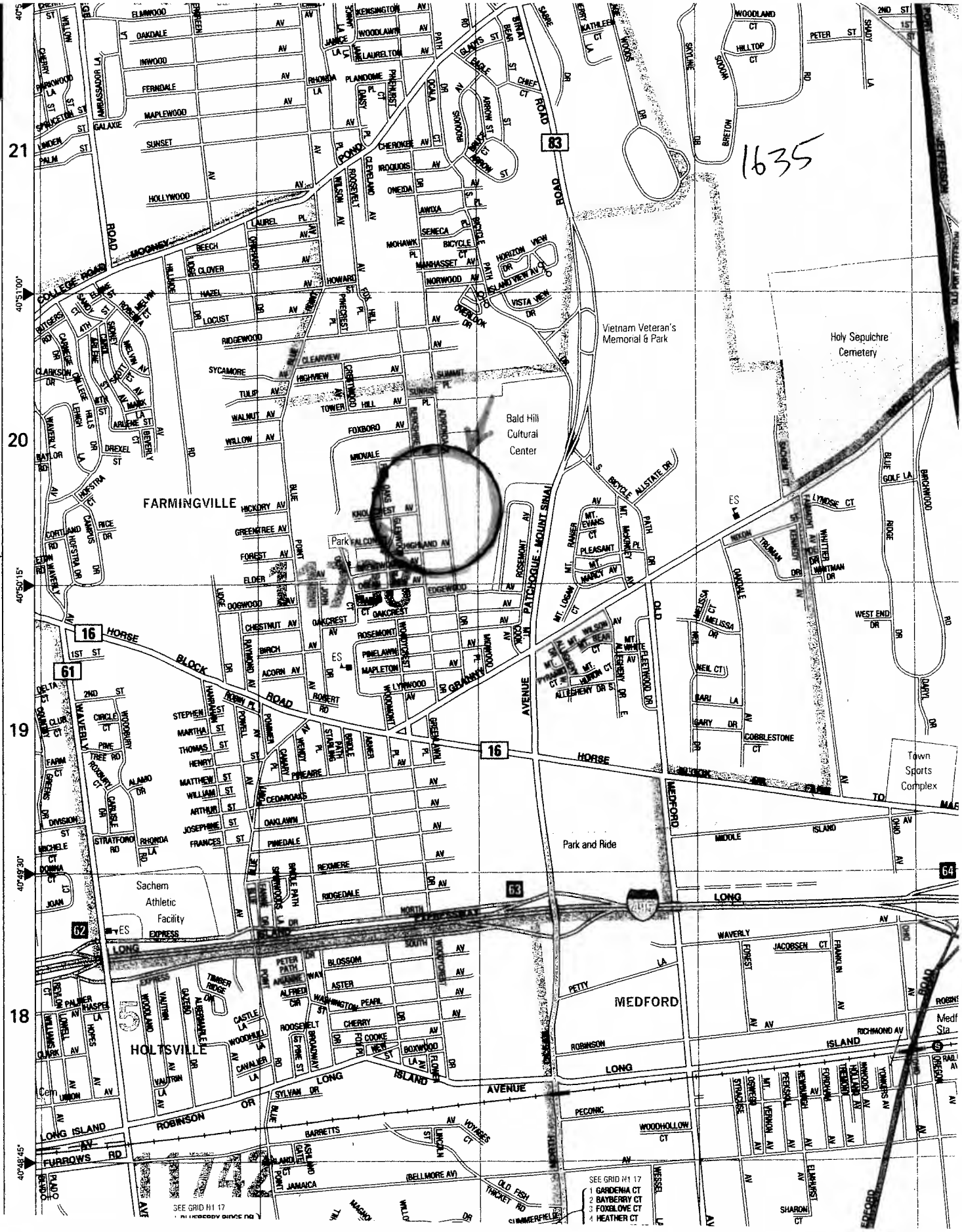
Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb

Tm # 0200-603.00-05.00-008.001

1635

Adirondack Dr
Berkshire Dr
Unnamed Street
100 m
300 ft
TM# 0200-603.00-05.00-008.001


1635
Joins Map 21
FARMINGVILLE
HOLTSVILLE
MEDFORD
Vietnam Veteran's Memorial & Park
Holy Sepulchre Cemetery
Bald Hill Cultural Center
Park and Ride
Town Sports Complex
Sachem Athletic Facility
Cem
SEE GRID M1 17
1 GARDENIA CT
2 BAYBERRY CT
3 FOXGLOVE CT
4 HEATHER CT
TM# 0200-603.00-05.00-008.001

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1635

1. Type of Legislation

   Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

   Section 72-h, General Municipal Law authorizing the sale of County owned Real Estate to a Municipality

3. Purpose of Proposed Legislation

   Convey County owned parcel to the Town of Brookhaven for affordable housing purposes

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

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

   __X__ 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

   Loss of County investment
   Loss of sale at public auction

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   Unknown

8. Proposed Source of Funding

   Unknown

9. Timing of Impact

   2011

10. Name & Title of Preparer

    R. J. Bhatt
    Land Management Specialist

    Signature of Preparer R J Bhatt

    Date 6/22/11

Gen A7
1635
JUN 28 2011

COUNTY OF SUFFOLK

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN T. CULHANE
COMMISSIONER

June 22, 2011

Ken Crannell
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-603.00-05.00-008.001
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of Brookhaven for Affordable Housing Purposes.

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene
Director of Division of Real
Property Acquisition and Management

PJG:WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo
Copy w/ Resolution to:
Christopher E. Kent, Chief Deputy County Executive
Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Eric C. Naughton, Budget Director
Sarah Lansdale, Director of Planning
Jill Rosen-Nikoloff, Director of Affordable Housing
CE Reso Review, via e-mail

Introductory Resolution No. 1636-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
EDWARD J. NOLL, SR.
0200-852.00-06.00-074.001
0200-852.00-06.00-074.002

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 852.00, Block 06.00, Lot 074.002, and acquired by tax deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011, in Liber 12647, at Page 724, and otherwise known and designated by the Town of Brookhaven,

Parcel I - 0200-852.00-06.00-074.001
As Lots 2460 and 2461 on a certain map entitled, "Map of Mastic Park, Section 3A" and filed in the Office of the Clerk of the County of Suffolk as Map No 743,

Parcel II - 0200-852.00-06.00-074.002
As Lots 2458 and 2459 on a certain map entitled, "Map of Mastic Park, Section 3A" and filed in the Office of the Clerk of the County of Suffolk as Map No 743; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011 in Liber 12647 at Page 724.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, EDWARD J. NOLL, SR. has made application of said above described parcel and EDWARD J. NOLL, SR. has paid the application fee and has paid $2,855.82, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to EDWARD J. NOLL, SR., 82 Wood Ave, Mastic NY 11950, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1636

June 15, 2011

Tax Map No.: 0200-852.00-06.00-074.001
0200-852.00-06.00-074.002

Name of Last Legal Fee Owner: EDWARD J. NOLL, SR.

TREASURER'S COMPUTATION.....	$2,310.38
Taxes.....2010/2011.....	$545.44
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
TOTAL.....	$2,855.82
Monies Received.....	$2,855.82
RESOLUTION AMOUNT.....	$2,855.82

APPROVED:

Karen A Yates 6/22/11
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	852.00	06.00 1636	074.001

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	349.74
2008/09	364.86
2009/10	338.43

2010/11 PROPERTY TAXES $272.72 NOT INCLUDED IN COMPUTATION

	TOTAL:	1053.03
B. INTEREST DUE		47.15
C. TOTAL		1100.18
D. 5% LINE C		55.01
E. FEE		
F. MISC		
G. MISC		
H. TOTAL DUE		$1,155.19

4/22/11

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 06-Apr-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 10/03/11

dz

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	852.00	06.00 1636	074.002

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	349.74
2008/09	364.86
2009/10	338.43

2010/11 PROPERTY TAXES $272.72 NOT INCLUDED IN COMPUTATION

	TOTAL:	1053.03
B. INTEREST DUE		47.15
C. TOTAL		1100.18
D. 5% LINE C		55.01
E. FEE		
F. MISC		
G. MISC		
H. TOTAL DUE		$1,155.19

6/22/11

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 06-Apr-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 10/03/11

dz

1636

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Numbers 0200-852.00-06.00-074.001 and 0200-852.00-06.00-074.002

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

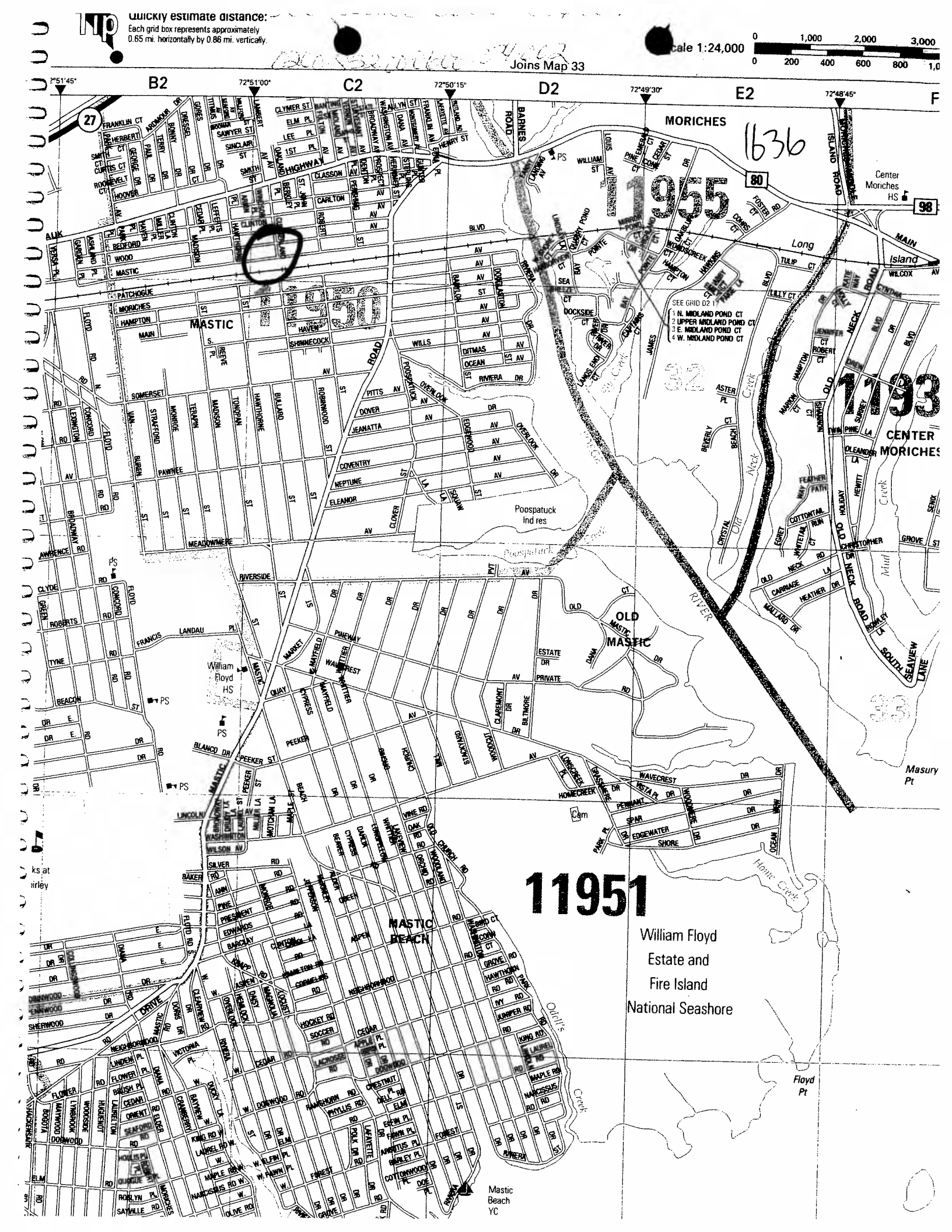
N/A

9. Timing of Impact

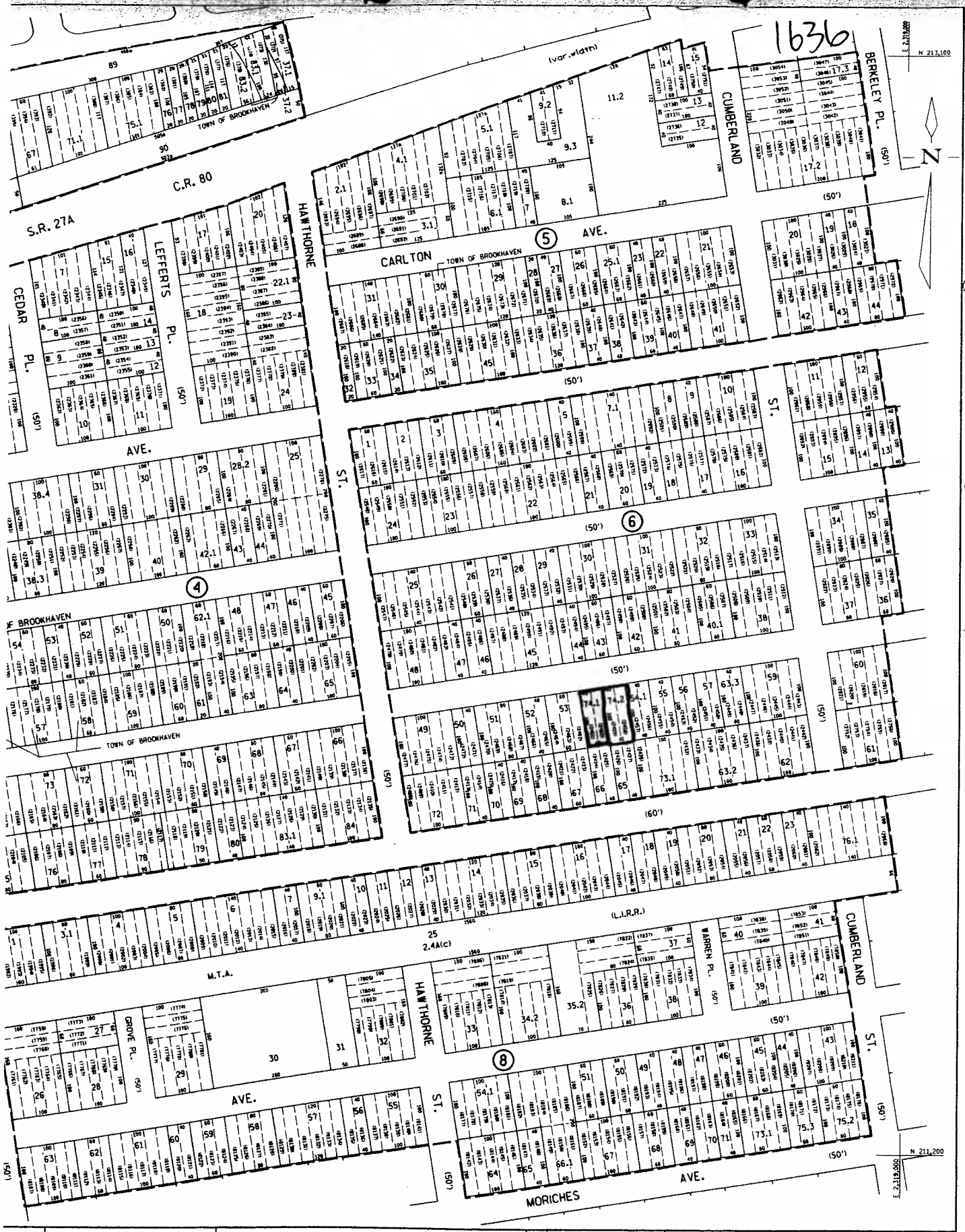
2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Diane Bishop Diane Bishop 6/15/11


Quickly estimate distance:
Each grid box represents approximately 0.65 mi. horizontally by 0.86 mi. vertically.
Scale 1:24,000
0 1,000 2,000 3,000
0 200 400 600 800
Joins Map 33
B2
C2
D2
E2
72°51'45"
72°51'00"
72°50'15"
72°49'30"
72°48'45"
MORICHES
1636
11955
11950
11953
11951
MASTIC
CENTER MORICHES
OLD MASTIC
MASTIC BEACH
Center Moriches HS
Long Island
SEE GRID D2 1
1 N. MIDLAND POND CT
2 UPPER MIDLAND POND CT
3 E. MIDLAND POND CT
4 W. MIDLAND POND CT
Poospatuck Ind res
William Floyd HS
Masury Pt
Floyd Pt
Mastic Beach YC
William Floyd Estate and Fire Island National Seashore
Old Neck Creek
Mud Creek
Home Creek
Odell's Creek
Poospatuck Creek
RIVER

REAL PROPERTY TAX SERVICE AGENCY. PROPERTY MAP



NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

KEY MAP: 822 823 824 / 851 852 853 / 880 881

TOWN OF BROOKHAVEN
VILLAGE OF
DISTRICT NO 0200

SECTION NO 852
PROPERTY MAP

CONVERSION DATE: Aug. 12, 1996

COUNTY OF SUFFOLK

JUN 2 8 2011

1636

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY

PAMELA J. GREENE
DIVISION DIRECTOR

DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

BRIAN CULHANE
COMMISSIONER

June 28, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-852.00-06.00-074.001
0200-852.00-06.00-074.002
EDWARD J. NOLL, SR.

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Steve Forst, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1637-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF BROOKHAVEN FOR AFFORDABLE HOUSING PURPOSE (SCTM NO.0200-967.00-03.00-042.000)

WHEREAS, the County of Suffolk is the fee owner of the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 967.00, Block 03.00, Lot 042.000, and acquired by tax deed on October 15, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 20, 2008, in Liber 12569, CP 171, known and designated as Lot 307 on a certain map entitled "Map of Shirley Long Island Unit N", and filed in the Office of the Clerk of the County of Suffolk on November 28, 1955 as Map No. 2485,

WHEREAS, said parcel is surplus to the needs of the County of Suffolk; and

WHEREAS, section 72-H of the General Municipal Law permits the sale of real property between Municipal Corporations; and

WHEREAS, the Town of Brookhaven, Suffolk County, New York, has requested the County of Suffolk convey the above-described parcel to it (see annexed Resolution hereto marked as Exhibit "A"); and

WHEREAS, the transfer of this parcel is pursuant to and in accordance with Local Law No. 13-2000, 2-2002 and 17-2004 which established and modified the Affordable Housing Opportunities Program; and

WHEREAS, the Suffolk County Department of Economic Development and Workforce Housing has approved the use of this parcel for the purposes stated above; now, therefore, be it

1st **RESOLVED,** the subject parcel shall be conveyed to the Town of Brookhaven, Suffolk County, New York for affordable housing use, together with the following restrictive covenants that will run with the land so conveyed and, additionally, if any one or more of the following occurs, the subject premises shall revert to the grantor as herein provided and as provided in any deed evidencing the transfer of the subject premises from the grantor to the grantee:

1. If the grantee is not restricted in its use of the subject premises solely and exclusively for affordable housing purposes; with all right, title, and interest reverting to the grantor, at the sole option of the grantor, in the event that the grantee, at any time uses or attempts to use said subject premises for other than affordable housing purposes, in accordance with the approved plan submitted by the grantee. Such reverter clauses contained herein shall apply to the grantee, or any transferee from the grantee undertaking the construction, reconstruction or rehabilitation of affordable housing on the subject premises;

2. If the grantee fails to construct or complete construction of affordable housing unit or units on said property within three (3) years from the date of transfer unless an extension of time is granted in writing, for good cause shown, by the Suffolk County Director of Affordable Housing or any successor thereto. Such extension shall not exceed two two year extensions unless approved by duly enacted resolution of the grantor;

3. If the income, at initial occupancy, of the occupant should exceed 80% of the HUD established median income for the Nassau-Suffolk PMSA based on family size;

4. If the subsidized purchase price of home should exceed 60% of median sales price for Suffolk County based upon the State of New York Mortgage Agency Guidelines;

5. If the rent should exceed HUD established fair market rent for Nassau-Suffolk PMSA based upon bedroom size;

6. If the affordable housing unit or units are owner-occupied, and the unit or units fail(s) to remain the principal residence of the owner for a period of five (5) consecutive years. If the affordable housing unit or units are tenant-occupied, and the unit or units fail(s) to remain affordable for ten (10) consecutive years;

7. If the grantee fails to certify to the Suffolk County Director of Affordable Housing prior to closing of the title with any affordable housing grantee

a. the dates of completion and occupancy for any affordable housing unit or units constructed or rehabilitated on said property; and

b. the total household income, from all sources, of the purchaser or purchasers of the property and his or her family; and

c. the total purchase or rental price of the affordable housing unit or units sold or otherwise transferred; and

d. the affordable housing unit or units meet local building and zoning codes;

8. If the grantee shall fail to provide the Suffolk County Director of Affordable Housing with an annual written report, no later than December 31 of each year commencing December 31, 2011, on the subject premises, including, but not limited to, the exact and precise use to which the subject premises has been put to along with the net proceeds generated by the initial purchase of the subject premises; or

9. If any subsequent grantee fails to comply with all applicable state, federal, and local regulations pertaining to price, income eligibility and marketing standards for affordable housing programs.

2nd **RESOLVED,** the grantee will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for affordable housing with all right title and interest reverting to the County of Suffolk in the event that the grantee at any time, uses or attempts to use said subject parcel for other than affordable housing or attempts to sell, transfer or otherwise dispose of or does, in fact, sell transfer or otherwise dispose of said subject parcel with said parcel being used thereafter for other than affordable housing.

3rd **RESOLVED,** that neither grantee nor any subsequent grantee shall bill or charge back to grantor any cost incurred or projected to be incurred for the cleaning up, removal and disposal of any debris, waste and /or contamination on said property. In the event that such charge back or bill is rendered to the grantor the transfer shall be void ab initio and the realty shall revert to the grantor.

4th **RESOLVED,** that it is intended and agreed that the agreements and covenants contained in the deed evidencing transfer of subject premises shall be covenants running with the land and that they shall be, in any event , and without regard to technical classification of designation, legal or otherwise, and except only by law, binding for the benefit and in favor of, and enforceable by, the grantor, it being further understood that such agreements and covenants shall be binding only upon the grantee, if it be a municipality or any assignee of the grantee, undertaking the construction, reconstruction or rehabilitation of affordable housing, only for such period as they shall have title to or an interest in or possession of the property or part thereof.

5th **RESOLVED,** the conveyance of the parcel described to the Town of Brookhaven for the purposes described herein shall be for the sum of One Dollar, and, upon payment of such sum, all subsequent grantees of such subject premises shall comply with all applicable state, federal, and local regulations pertaining to the price, income eligibility and marketing standards for affordable housing programs.

6th **RESOLVED**, that the Director of Real Property Acquisition and Management, or her designee, be and hereby is authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above-described property upon the above-described terms and conditions.

7th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c)(20) and (27)). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Exhibit - "A"

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2011-228
MEETING OF: MARCH 8, 2011

1637

AUTHORIZING THE TRANSFER OF A FORECLOSED PROPERTY AS REFLECTED IN SCHEDULE "A" ATTACHED HERETO FROM THE COUNTY OF SUFFOLK TO THE TOWN OF BROOKHAVEN AND FROM THE TOWN TO A NOT-FOR-PROFIT HOUSING AGENCY TO PROMOTE THE AVAILABILITY OF AFFORDABLE HOUSING

WHEREAS, the Town of Brookhaven, the County of Suffolk under the 72h Program, and various not-for-profit groups have cooperated throughout the years to create affordable housing opportunities and to remove blighted conditions within the Town; and

WHEREAS, the County of Suffolk wishes to transfer to the Town of Brookhaven from its foreclosure inventory a parcel of property known as Adobe Drive, Shirley, New York, as reflected in Schedule "A" attached hereto for the sole purpose of developing affordable housing and to provide eligible residents within the Town with viable homeownership; and

WHEREAS, the Town of Brookhaven desires to continue to be an active partner with providing affordable housing opportunities to residents of the Town;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Brookhaven that the Supervisor or Deputy Supervisor is hereby authorized to execute any agreement and/or instrument approved as to form by the Department of Law, providing for the conveyance of the parcel of property known as Adobe Drive, Shirley, New York, as reflected in the attached Schedule "A", to a not-for-profit organization in order to promote and create affordable housing opportunities which will in turn provide the residents of the Town of Brookhaven with viable homeownership; and be it further

RESOLVED, by the Town Board of the Town of Brookhaven that the Town Clerk is hereby directed to post and publish the notice of adoption of this resolution which is subject to a permissive referendum.

1637

Schedule A

Council District Six
DAN PANICO

SCTM#	ADDRESS	NOT-FOR -PROFIT
1. 0200-967.00-03.00-042.000	Adobe Drive, Shirley	Habitat for Humanity of Suffolk

1637

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-967.00-03.00-042.000

Section 72-h, Gen'l Municipal Law

	Amount
County Investment	$3,013.60

PURPOSE:

A. Affordable Housing	X
B. Town Parks	
C. Road/Highway	
D. Drainage/Recharge Basin	
E. Other	

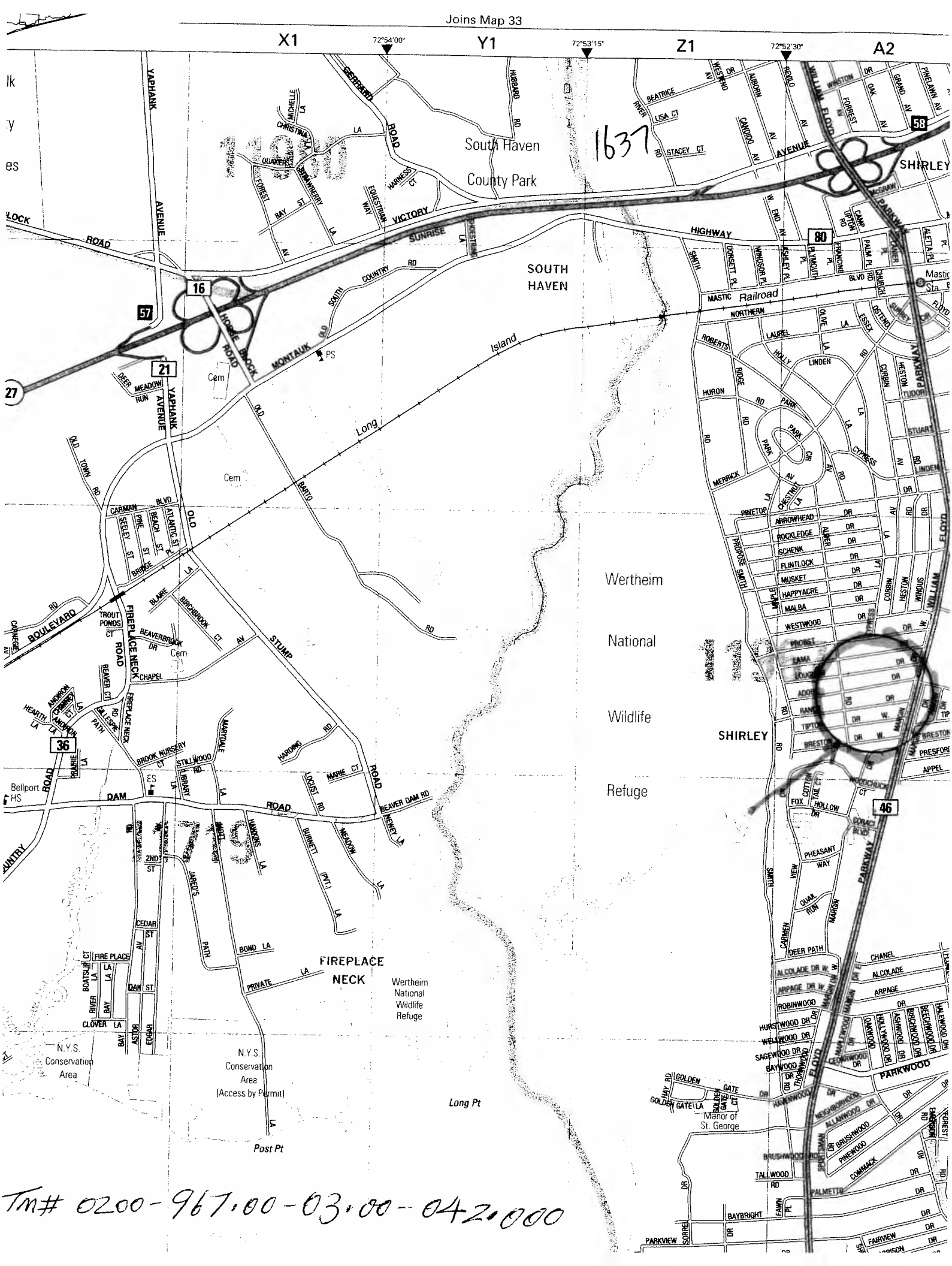
Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb

- 1:14:04 PM -- \\R4\rp\Draftmge\0200\prod\2096700x.dgn DSBL: 0200 96700 0300 042000

TM# 0200-967.00-03.00-042.000

1637



Tm# 0200-967.00-03.00-042.000

1637

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution __X_____ Local Law _____Charter Law _____

2. Title of Proposed Legislation

   Section 72-h, General Municipal Law authorizing the sale of County owned Real Estate to a Municipality

3. Purpose of Proposed Legislation

   Convey County owned parcel to the Town of Brookhaven for affordable housing purposes

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

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

   __X___ 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

   Loss of County investment
   Loss of sale at public auction

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   Unknown

8. Proposed Source of Funding

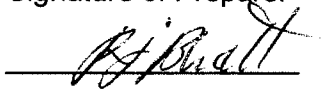
   Unknown

9. Timing of Impact

   2011

10. Name & Title of Preparer — Signature of Preparer — Date

    R. J. Bhatt
    Land Management Specialist

    6/21/11

Gen 19

COUNTY OF SUFFOLK

1637

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN T. CULHANE
COMMISSIONER

June 20, 2011

Ken Crannell
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-967.00-03.00-042.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of Brookhaven for Affordable Housing Purposes.

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene
Director of Division of Real
Property Acquisition and Management

PJG:WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo
Copy w/ Resolution to:
Christopher E. Kent, Chief Deputy County Executive
Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Eric C. Naughton, Budget Director
Sarah Lansdale, Director of Planning
Jill Rosen-Nikoloff, Director of Affordable Housing
CE Reso Review, via e-mail

Introductory Resolution No. 1638-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 KING ASSOCIATES HOLDING LLC (SCTM NO. 0200-973.60-01.00-005.012)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 973.60 Block 01.00 Lot 005.012 and acquired by Tax Deed on August 4, 2006 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 18, 2006 in Liber 12465 at CP 374 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of Brookhaven under SCTM # District 0200 Section 973.60 Block 01.00 Lot 005.012; and

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, King Associates Holding LLC, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $5,600.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described has been appraised at $900.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, and/or her designee, has received and deposited the sum of $5,600.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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

2nd **RESOLVED,** that the deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them.

3rd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Bargain and Sale Deed, without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said King Associates Holding LLC, 80 Montauk Highway, Blue Point, New York 11715.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

1638

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0200-973.60-01.00-005.012

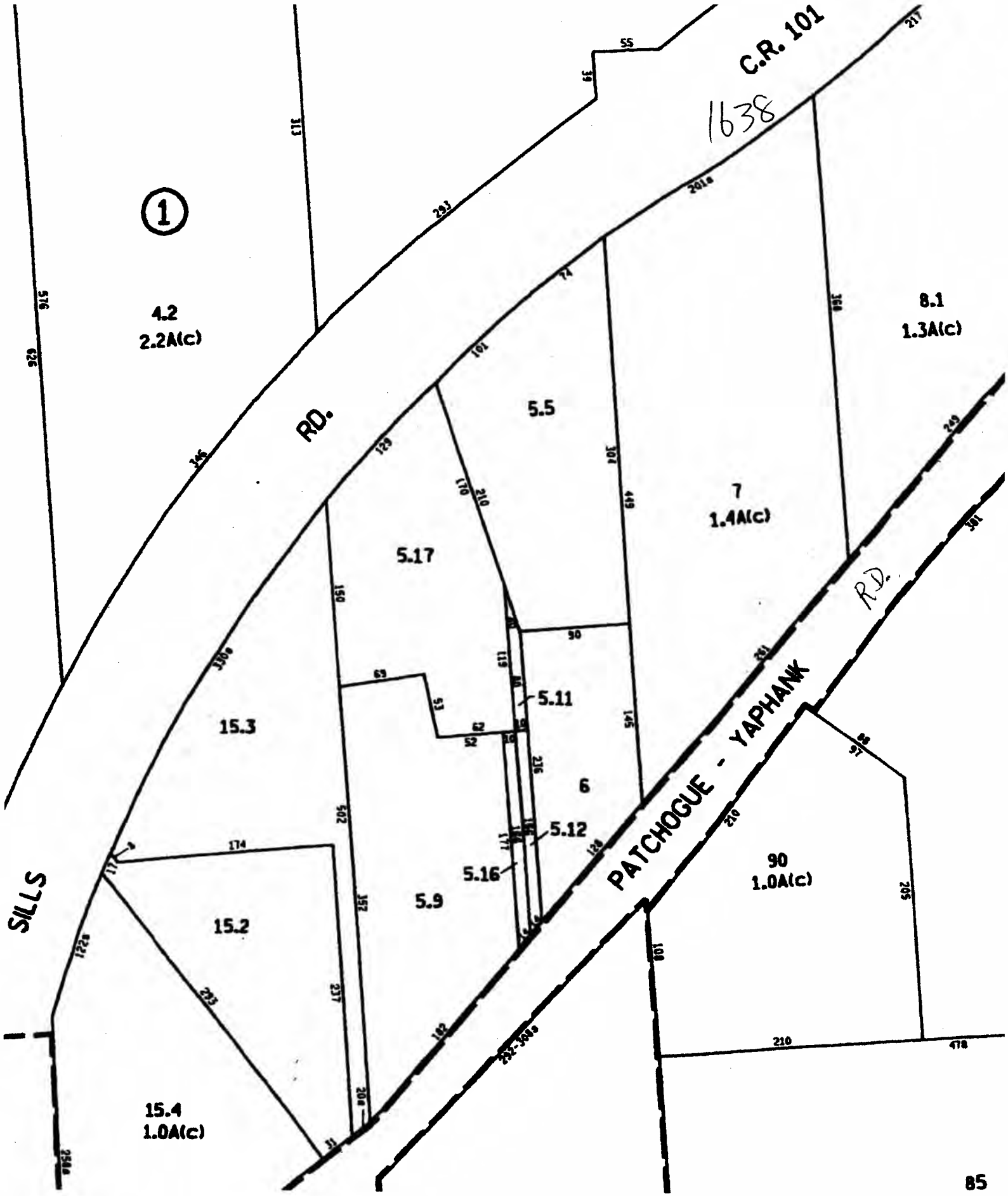
ADJOINING OWNER	BID	BID	BID	BID	BID
King Associates Holding LLC c/o Ron King 80 Montauk Highway Blue Point, New York 11715 0200-973.60-01.00-005.001 & 005.016	$900.00	$3,500.00	$4,000.00	$5,000.00	$5,600.00
Andrea Fischer 315 Yaphank Road Patchogue, New York 11772 002-973.60-01.00-006.000	$3,000.00	$3,800.00	$4,500.00	$5,200.00	

SIZE OF PARCEL: 14' x 156' x 10' x 156'
APPRAISED VALUE: $900.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971

1638

BROOKHAVEN MEMORIAL HOSPITAL
Patchogue Yaphank Rd
Patchogue Yaphank Rd
Patchogue-Yaphank Rd
TM# 0200-973.60-01.00-005.012



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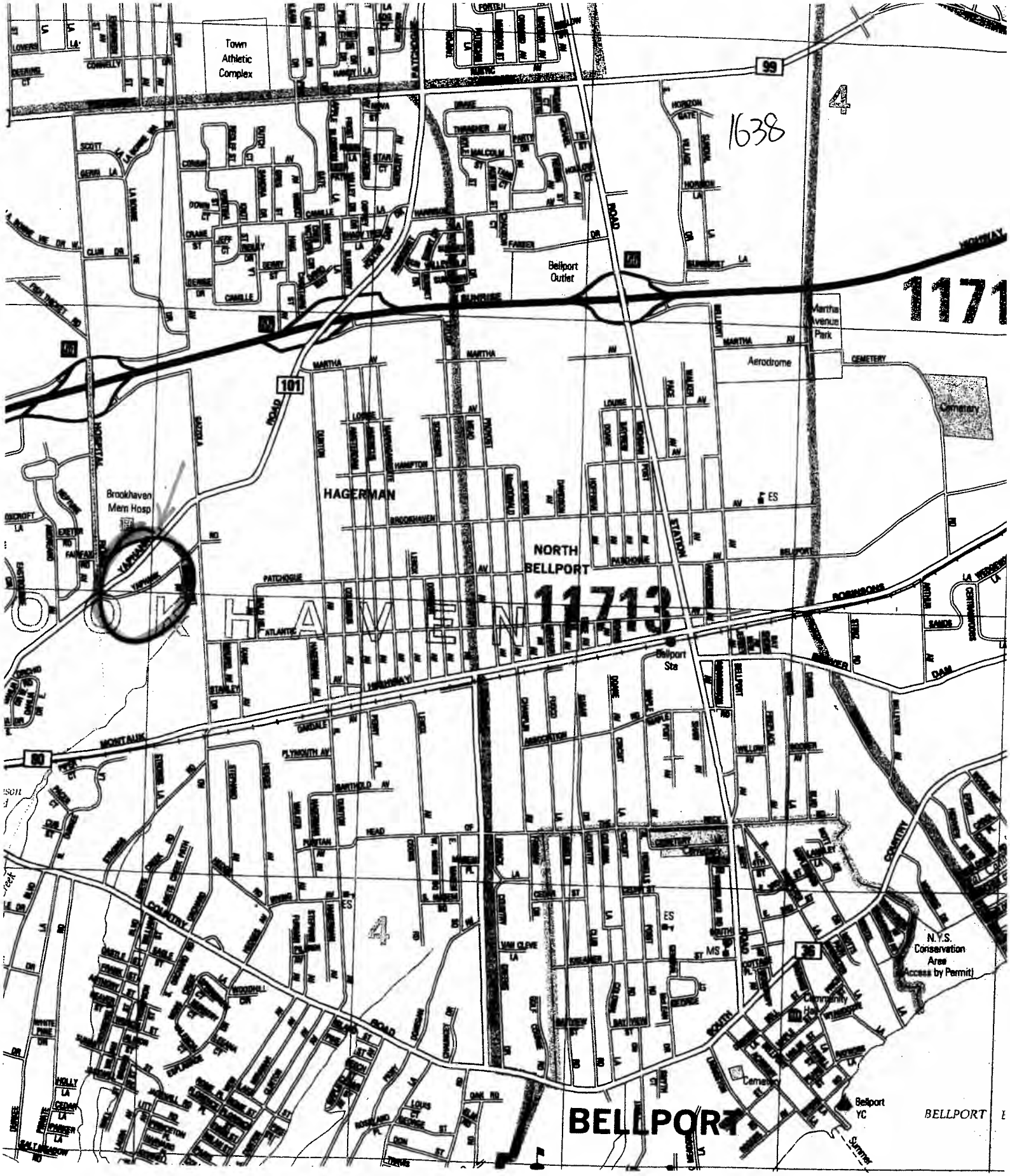
Tm# 0200-973.60-01.00-005.012



TM # 0200-973.60-01.00-005.012

1638

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

   Local Law 13-1976 authorizing the Direct Sale of County owned Real Estate

3. Purpose of Proposed Legislation

   Convey County owned parcel to adjacent owner

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

5. If the answer to Item 4 is "yes", on what will it impact?

   _X_ 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.
   Income from sale.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   Unknown

8. Proposed Source of Funding

   None

9. Timing of Impact

   2011

10. Name & Title of Preparer | Signature of Preparer | Date

    R.J. Bhatt
    Land Management Specialist

    RJ Bhatt | 6/23/11

Gen Adj

COUNTY OF SUFFOLK

JUN 2 8 2011

1638

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN T. CULHANE
COMMISSIONER

June 22, 2011

Ken Crannell
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0200-973.60-01.00-005.012

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene
Director of the Division of Real Property
Acquisition and Management

PJG:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy to:
Christopher E. Kent, Chief Deputy County Executive
Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Sarah Lansdale, Director of Planning
CE Reso Review, via e-mail

Introductory Resolution No. 1639-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 ROBERT I. TOUSSIE (SCTM NO. 0200-959.00-02.00-010.000)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 959.00 Block 02.00 Lot 010.000 and acquired by Tax Deed on April 17, 1984 from Jean H. Tuthill, the County Treasurer of Suffolk County, New York, and recorded on April 17, 1984 in Liber 9546 at CP 232 and described as follows, known and designated as Lots 16 & 17 in Block 718 on a certain map entitled "Map of New York and Brooklyn Suburban Investment Company, Section 10 and filed in the Office of the Clerk of the County of Suffolk on August 5, 1890 as Map No. 102,

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Robert I. Toussie, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $1,500.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described has been appraised at $1,500.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, and/or her designee, has received and deposited the sum of $1,500.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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

2nd **RESOLVED,** that the deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them.

3rd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Robert I. Toussie, 290 Exeter Street, Brooklyn, New York 11235.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

1639

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

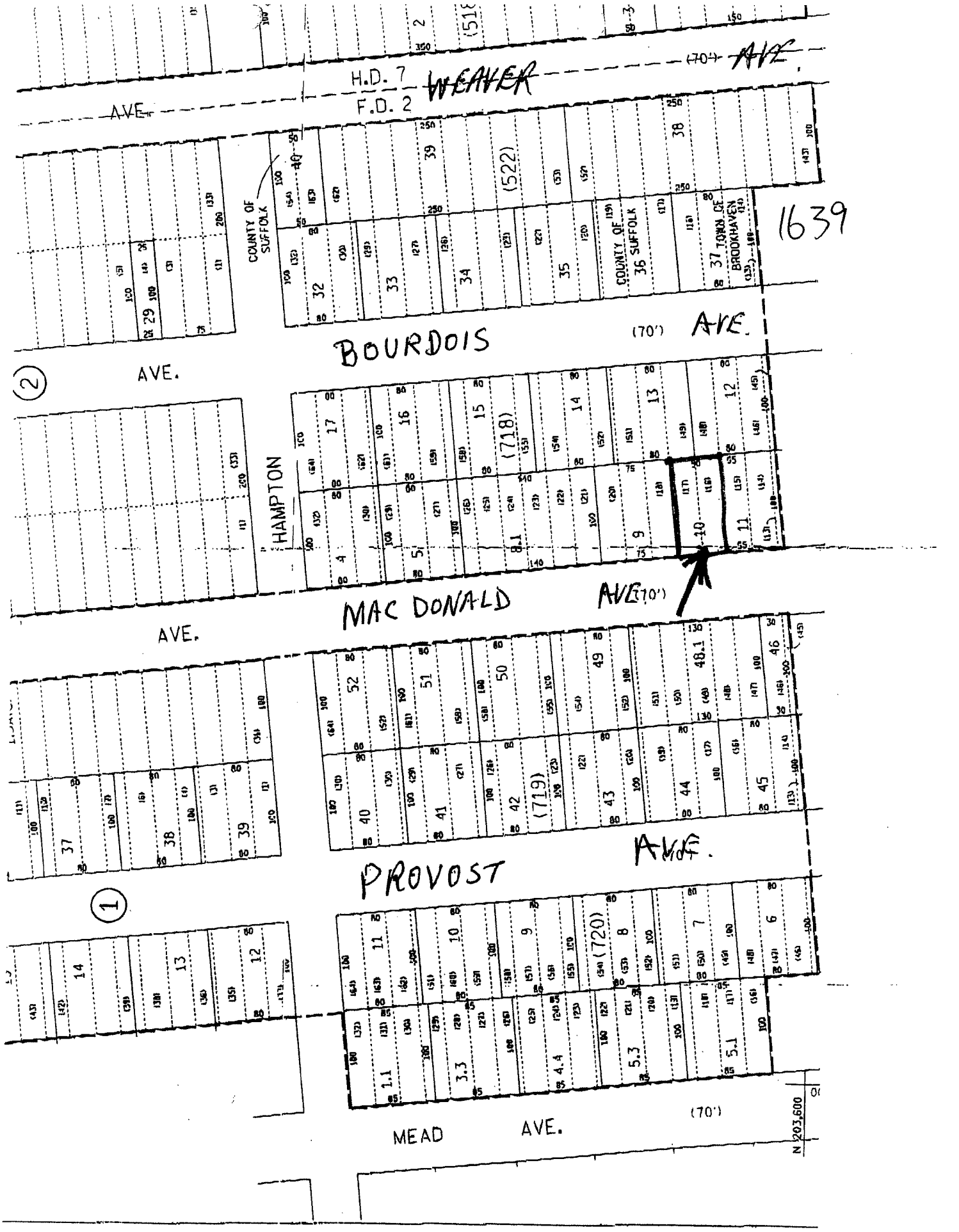
SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0200-959.00-02.00-010.000

ADJOINING OWNER	BID	BID	BID
Robert I. Toussie 290 Exeter Street Brooklyn, New York 11235 0200-959.00-02.00-011.000	$1,500.00		
Prand Corp. 290 Exeter Street Brooklyn, New York 11235 0200-959.00-02.00-009.000	$0		
Mimar LLC 290 Exeter Street Brooklyn, New York 11235 0200-959.00-02.00-012.000	$0		
Bourdois Properties LLC P.O. Box 1256 Ronkonkoma, New York 11779 0200-959.00-02.00-013.000	$0		

SIZE OF PARCEL: 50' x 100'
APPRAISED VALUE: $1,500.00
COMMENT: Direct Sale to Adjacent Owner

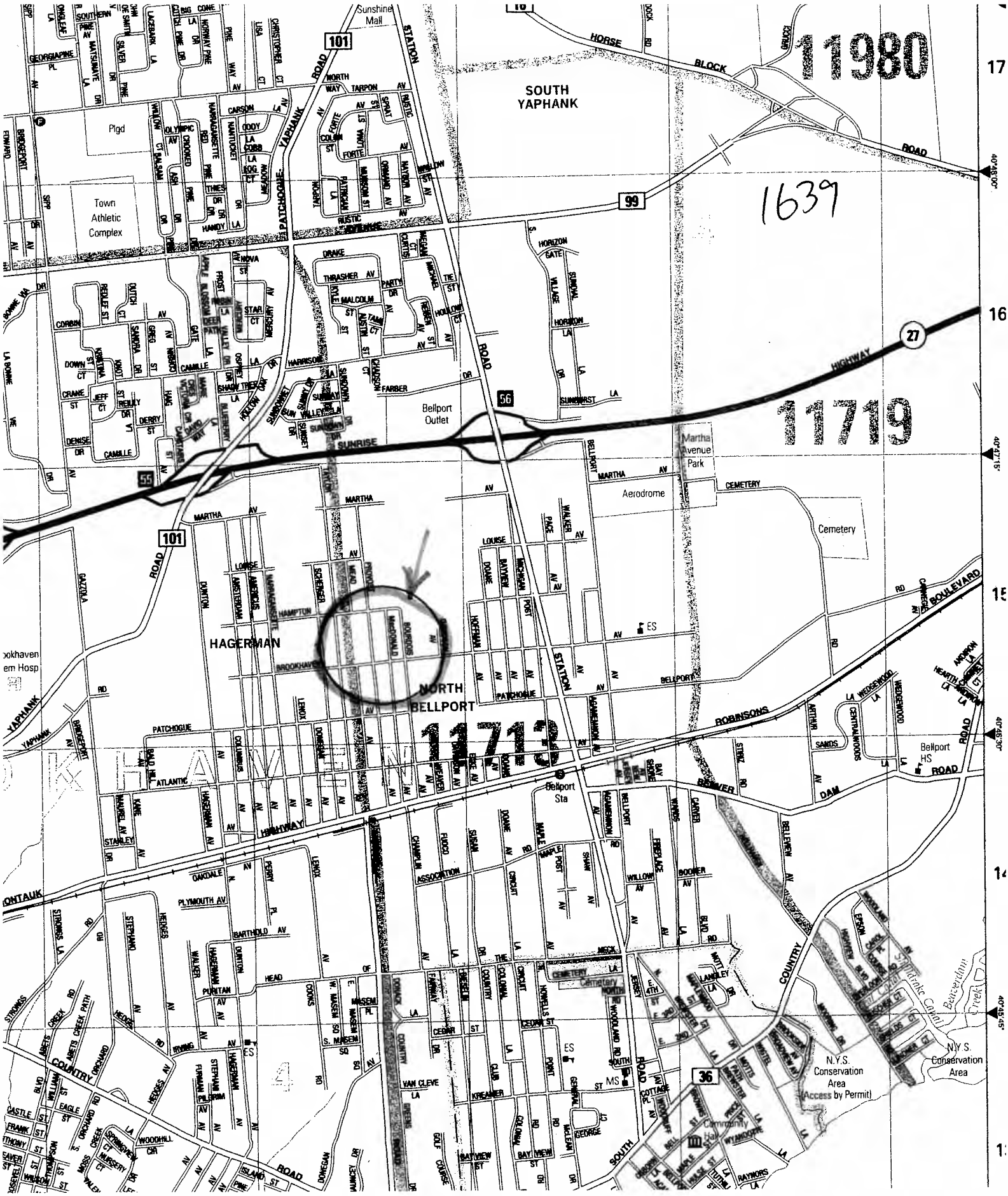
Wayne R. Thompson
Property Manager
(631) 853-5971



TM # 0200-959.00-02.00-010.000

1639

Meade Ave
Hampton Ave
Taylor Ave
Provost Ave
MacDonald Ave
Bourdois Ave
100 m
300 ft
TM# 0200-959.00-02.00-010.000



TM# 0200-959-00-02.00-0/0.000

1639

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

   Local Law 13-1976 authorizing the Direct Sale of County owned Real Estate

3. Purpose of Proposed Legislation

   Convey County owned parcel to adjacent owner

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

5. If the answer to Item 4 is "yes", on what will it impact?

   _X_ 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.
   Income from sale.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   Unknown

8. Proposed Source of Funding

   None

9. Timing of Impact

   2011

10. Name & Title of Preparer | Signature of Preparer | Date

    R.J. Bhatt
    Land Management Specialist

    RJ Bhatt | 6/21/11

COUNTY OF SUFFOLK

Gen Adj

JUN 2 8 2011

1639

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN T. CULHANE
COMMISSIONER

June 21, 2011

Ken Crannell
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0200-959.00-02.00-010.000

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene

Pamela J. Greene
Director of the Division of Real Property
Acquisition and Management

PJG:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy to:
Christopher E. Kent, Chief Deputy County Executive
Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Sarah Lansdale, Director of Planning
CE Reso Review, via e-mail

Introductory Resolution No. 1640-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
KAREN MAHONEY
0204-004.00-05.00-027.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0204, Section 004.00, Block 05.00, Lot 027.000, and acquired by tax deed on November 02, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 04, 2009, in Liber 12605, at Page 51, and otherwise known and designated by the Town of Brookhaven, as Part of Lots 31 and 32, Part of Lot 27 and Part of Lot 30, Block 5, as shown on a certain map entitled, "Map of Patchogue Lake Park" and filed in the Suffolk County Clerk's Office on October 30, 1913, as Map No. 303; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 02, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 04, 2009 in Liber 12605 at Page 51.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, KAREN MAHONEY has made application of said above described parcel and KAREN MAHONEY has paid the application fee and will be paying $37,019.91, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to KAREN MAHONEY, 256 Tyler Ave, Miller Place NY 11764, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1640

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

June 24, 2011

Tax Map No.: 0204-004.00-05.00-027.000
Name of Last Legal Fee Owner: KAREN MAHONEY

TREASURER'S COMPUTATION.....	$31,850.80
Taxes.....2010/2011.....	$5,169.11
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
TOTAL.....	$37,019.91
Monies to be Received.....	$37,019.91
RESOLUTION AMOUNT.....	$37,019.91

APPROVED:

Karen A Slater 6/28/11
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631)853-5932

~~COMPUTATION BY SUFFOLK COUNTY TREASURER~~

DISTRICT	SECTION	BLOCK	LOT
0204	004.00	05.00 1640	027.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

Year	Village	Town	Combined
2006/07	PAID	3025.81	3025.81
2007/08	1458.50	7648.56	9107.06
2008/09	1402.45	6229.41	7631.86
2009/10	1304.16	6521.96	7826.12
2010/11	75.25	0.00	75.25

2010/11 TOWN PROPERTY TAXES $5,169.11 NOT INCLUDED IN COMPUTATION

TOTAL:	27666.10
B. INTEREST DUE	2668.00
C. TOTAL	30334.10
D. 5% LINE C	1516.70
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$31,850.80

6/28/11

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 22-Jun-11

Diane M. Stuke
Deputy County Treasurer

** Interest and penalty computed to and including 12/19/11

DZ

1640

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0204-004.00-05.00-027.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

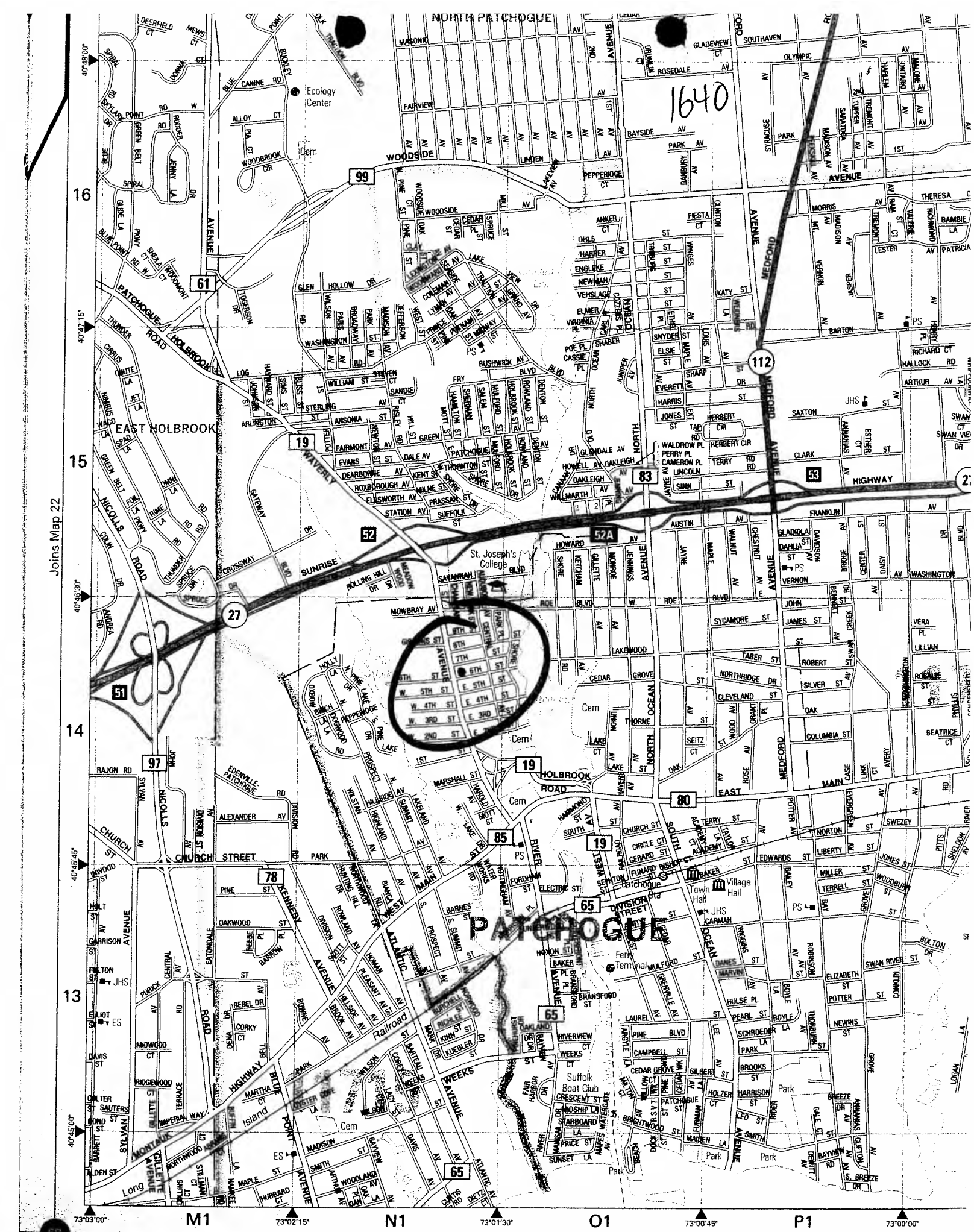
N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Diane Bishop | Diane Bishop | 6-24-11



©Hagstrom Map Company, Inc.

0204-004.00-05.00-027.000

0204-004.00-05.00-027.000

			N	E
1.	S12°53'38"E	109.03'	201,606.32	2,268,905.34
2.	N82°13'16"E	251.47'	201,638.18	2,269,154.78
3.	S67°31'52"E	40.31'	201,622.78	2,269,192.03
4.	N82°43'16"E	200.00'	201,648.12	2,269,390.42
5.	S67°31'52"E	40.31'	201,632.71	2,269,427.67
6.	N82°43'16"E	200.00'	201,658.05	2,269,
7.	S67°31'52"E	40.31'	201,642.64	2,269,
8.	N82°43'16"E	200.00'	201,667.98	2,269,
9.	S67°31'52"E	40.31'	201,652.58	2,269,
10.	N82°43'16"E	308.21'	201,691.63	2,270,

1640

...erty or RR Line	Subdivision Lot No. (12)	Block Limit	School District Line — SCH —	Hydrant District Line — H —	UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:		MAINTENANC... DISTRIBUTIO... SUFFOLK C...
...tes Common Owner	Subdivision Block/Bldg. No. (21)	Block No. (2)	Fire District Line — F —	Refuse District Line — R —	SCHOOL 24	SEWER	
...ivision Lot Line	Deed Dimension	County Line	Water District Line — W —	Historical District Line — HST —	FIRE FD4	HYDRANT	
...ee / Share	Scaled Dimension		Light District Line — L —	Ambulance District Line — A —	LIGHT	WATER	

COUNTY OF SUFFOLK

1640 JUN 30 2011

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY

PAMELA J. GREENE
DIVISION DIRECTOR

DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

BRIAN CULHANE
COMMISSIONER

June 29, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0204-004.00-05.00-027.000
KAREN MAHONEY

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1641-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2011, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF BROOKHAVEN FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0200-973.80-02.00-018.000)

WHEREAS, the County of Suffolk is the fee owner of the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 973.80, Block 02.00, Lot 018.000, and acquired by tax deed on October 15, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 20, 2008, in Liber 12569, CP 171, known and designated as Lots 20 to 24 inclusive in Block 707 on a certain map entitled "Map of New York & Brooklyn Suburban Investment Company, Map 10", and filed in the Office of the Clerk of the County of Suffolk on August 5, 1890 as Map No. 102,

WHEREAS, said parcel is surplus to the needs of the County of Suffolk; and

WHEREAS, section 72-H of the General Municipal Law permits the sale of real property between Municipal Corporations; and

WHEREAS, the Town of Brookhaven, Suffolk County, New York, has requested the County of Suffolk convey the above-described parcel to it (see annexed Resolution hereto marked as Exhibit "A"); and

WHEREAS, the transfer of this parcel is pursuant to and in accordance with Local Law No. 13-2000, 2-2002 and 17-2004 which established and modified the Affordable Housing Opportunities Program; and

WHEREAS, the Suffolk County Department of Economic Development and Workforce Housing has approved the use of this parcel for the purposes stated above; now, therefore, be it

1st **RESOLVED,** the subject parcel shall be conveyed to the Town of Brookhaven, Suffolk County, New York for affordable housing use, together with the following restrictive covenants that will run with the land so conveyed and, additionally, if any one or more of the following occurs, the subject premises shall revert to the grantor as herein provided and as provided in any deed evidencing the transfer of the subject premises from the grantor to the grantee:

1. If the grantee is not restricted in its use of the subject premises solely and exclusively for affordable housing purposes; with all right, title, and interest reverting to the grantor, at the sole option of the grantor, in the event that the grantee, at any time uses or attempts to use said subject premises for other than affordable housing purposes, in accordance with the approved plan submitted by the grantee. Such reverter clauses contained herein shall apply to the grantee, or any transferee from the grantee undertaking the construction, reconstruction or rehabilitation of affordable housing on the subject premises;

2. If the grantee fails to construct or complete construction of affordable housing unit or units on said property within three (3) years from the date of transfer unless an extension of time is granted in writing, for good cause shown, by the Suffolk County Director of Affordable Housing or any successor thereto. Such extension shall not exceed two two year extensions unless approved by duly enacted resolution of the grantor;

3. If the income, at initial occupancy, of the occupant should exceed 80% of the HUD established median income for the Nassau-Suffolk PMSA based on family size;

4. If the subsidized purchase price of home should exceed 60% of median sales price for Suffolk County based upon the State of New York Mortgage Agency Guidelines;

5. If the rent should exceed HUD established fair market rent for Nassau-Suffolk PMSA based upon bedroom size;

6. If the affordable housing unit or units are owner-occupied, and the unit or units fail(s) to remain the principal residence of the owner for a period of five (5) consecutive years. If the affordable housing unit or units are tenant-occupied, and the unit or units fail(s) to remain affordable for ten (10) consecutive years;

7. If the grantee fails to certify to the Suffolk County Director of Affordable Housing prior to closing of the title with any affordable housing grantee

a. the dates of completion and occupancy for any affordable housing unit or units constructed or rehabilitated on said property; and

b. the total household income, from all sources, of the purchaser or purchasers of the property and his or her family; and

c. the total purchase or rental price of the affordable housing unit or units sold or otherwise transferred; and

d. the affordable housing unit or units meet local building and zoning codes;

8. If the grantee shall fail to provide the Suffolk County Director of Affordable Housing with an annual written report, no later than December 31 of each year commencing December 31, 2011, on the subject premises, including, but not limited to, the exact and precise use to which the subject premises has been put to along with the net proceeds generated by the initial purchase of the subject premises; or

9. If any subsequent grantee fails to comply with all applicable state, federal, and local regulations pertaining to price, income eligibility and marketing standards for affordable housing programs.

2nd **RESOLVED,** the grantee will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for affordable housing with all right title and interest reverting to the County of Suffolk in the event that the grantee at any time, uses or attempts to use said subject parcel for other than affordable housing or attempts to sell, transfer or otherwise dispose of or does, in fact, sell transfer or otherwise dispose of said subject parcel with said parcel being used thereafter for other than affordable housing.

3rd **RESOLVED,** that neither grantee nor any subsequent grantee shall bill or charge back to grantor any cost incurred or projected to be incurred for the cleaning up, removal and disposal of any debris, waste and /or contamination on said property. In the event that such charge back or bill is rendered to the grantor the transfer shall be void ab initio and the realty shall revert to the grantor.

4th **RESOLVED,** that it is intended and agreed that the agreements and covenants contained in the deed evidencing transfer of subject premises shall be covenants running with the land and that they shall be, in any event , and without regard to technical classification of designation, legal or otherwise, and except only by law, binding for the benefit and in favor of, and enforceable by, the grantor, it being further understood that such agreements and covenants shall be binding only upon the grantee, if it be a municipality or any assignee of the grantee, undertaking the construction, reconstruction or rehabilitation of affordable housing, only for such period as they shall have title to or an interest in or possession of the property or part thereof.

5th **RESOLVED,** the conveyance of the parcel described to the Town of Brookhaven for the purposes described herein shall be for the sum of One Dollar, and, upon payment of such sum, all subsequent grantees of such subject premises shall comply with all applicable state, federal, and local regulations pertaining to the price, income eligibility and marketing standards for affordable housing programs.

6th **RESOLVED**, that the Director of Real Property Acquisition and Management, or her designee, be and hereby is authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above-described property upon the above-described terms and conditions.

7th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c) (20) and (27)). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Exhibit "A"

1641

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2011-227
MEETING OF: MARCH 8, 2011

AUTHORIZING THE TRANSFER OF FORECLOSED PROPERTIES AS REFLECTED IN SCHEDULE "A" ATTACHED HERETO FROM THE COUNTY OF SUFFOLK TO THE TOWN OF BROOKHAVEN AND FROM THE TOWN TO A NOT-FOR-PROFIT HOUSING AGENCY TO PROMOTE THE AVAILABILITY OF AFFORDABLE HOUSING

WHEREAS, the Town of Brookhaven, the County of Suffolk under the 72h Program, and various not-for-profit groups have cooperated throughout the years to create affordable housing opportunities and to remove blighted conditions within the Town; and

WHEREAS, the County of Suffolk wishes to transfer to the Town of Brookhaven from its foreclosure inventory parcels of properties known as Montauk Highway, Bellport, New York; Provost Avenue, Bellport, New York; 2616 Kane Avenue, Medford, New York; 45 Wilson Avenue, Middle Island, New York; and Adirondack Drive, Farmingville, New York, as reflected in Schedule "A" attached hereto for the sole purpose of developing affordable housing and to provide eligible residents within the Town with viable homeownership; and

WHEREAS, the Town of Brookhaven desires to continue to be an active partner with providing affordable housing opportunities to residents of the Town;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Brookhaven that the Supervisor or Deputy Supervisor is hereby authorized to execute any agreement and/or instrument approved as to form by the Department of Law, providing for the conveyance of the parcels of properties known as Montauk Highway, Bellport, New York; Provost Avenue, Bellport, New York; 2616 Kane Avenue, Medford, New York; 45 Wilson Avenue, Middle Island, New York; and Adirondack Drive, Farmingville, New York, as reflected in the attached Schedule "A", to a not-for-profit organization in order to promote and create affordable housing opportunities which will in turn provide the residents of the Town of Brookhaven with viable homeownership; and be it further

RESOLVED, by the Town Board of the Town of Brookhaven that the Town Clerk is hereby directed to post and publish the notice of adoption of this resolution which is subject to a permissive referendum.

1641

Schedule A

Council District Four

CONNIE KEPERT

SCTM#	ADDRESS	NOT-FOR -PROFIT
1. ~~0200-975.90-02.00-043.000~~	~~Montauk Hwy, Bellport~~	~~Long Island Housing Partnership~~
2. 0200-973.80-02.00-018.000	Provost Ave, Bellport	**Long Island Housing Partnership**
3. 0200-701.00-01.00-034.000	2616 Kane Ave, Medford	**EOC of Suffolk**
4. 0200-435.00-01.00-008.000	45 Wilson Ave, M.I	**Long Island Housing Partnership**
5. 0200-603.00-05.00-008.001	Adirondack Drive Farmingville	**EOC of Suffolk**

1641

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF Brookhaven

Tax Map No.: 0200-973.80-02.00-018.000

Section 72-h, Gen'l Municipal Law

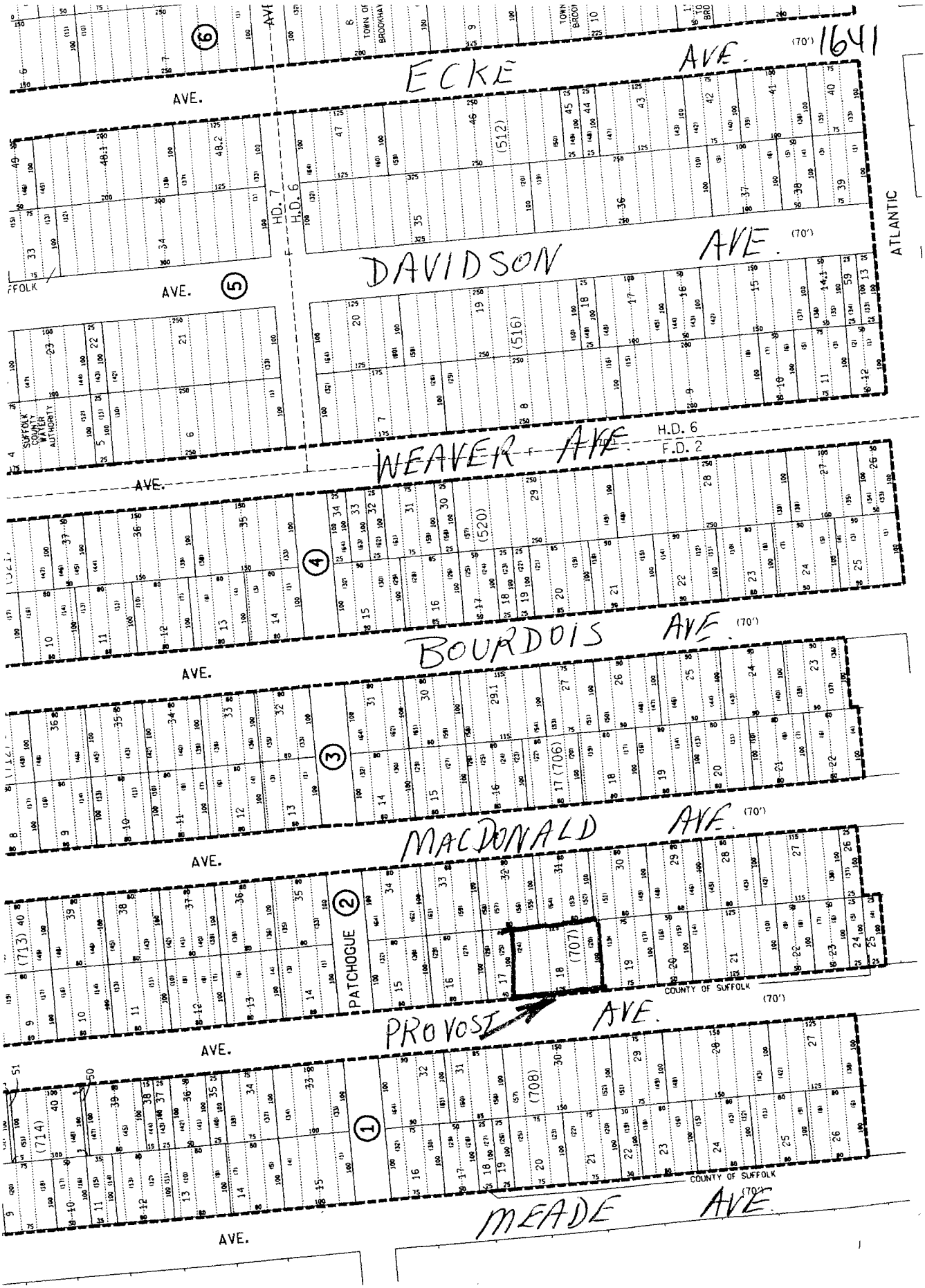
	Amount
County Investment	$4,646.60

PURPOSE:

A. Affordable Housing	X
B. Town Parks	
C. Road/Highway	
D. Drainage/Recharge Basin	
E. Other	

Wayne R. Thompson
Property Manager
(631) 853-5971

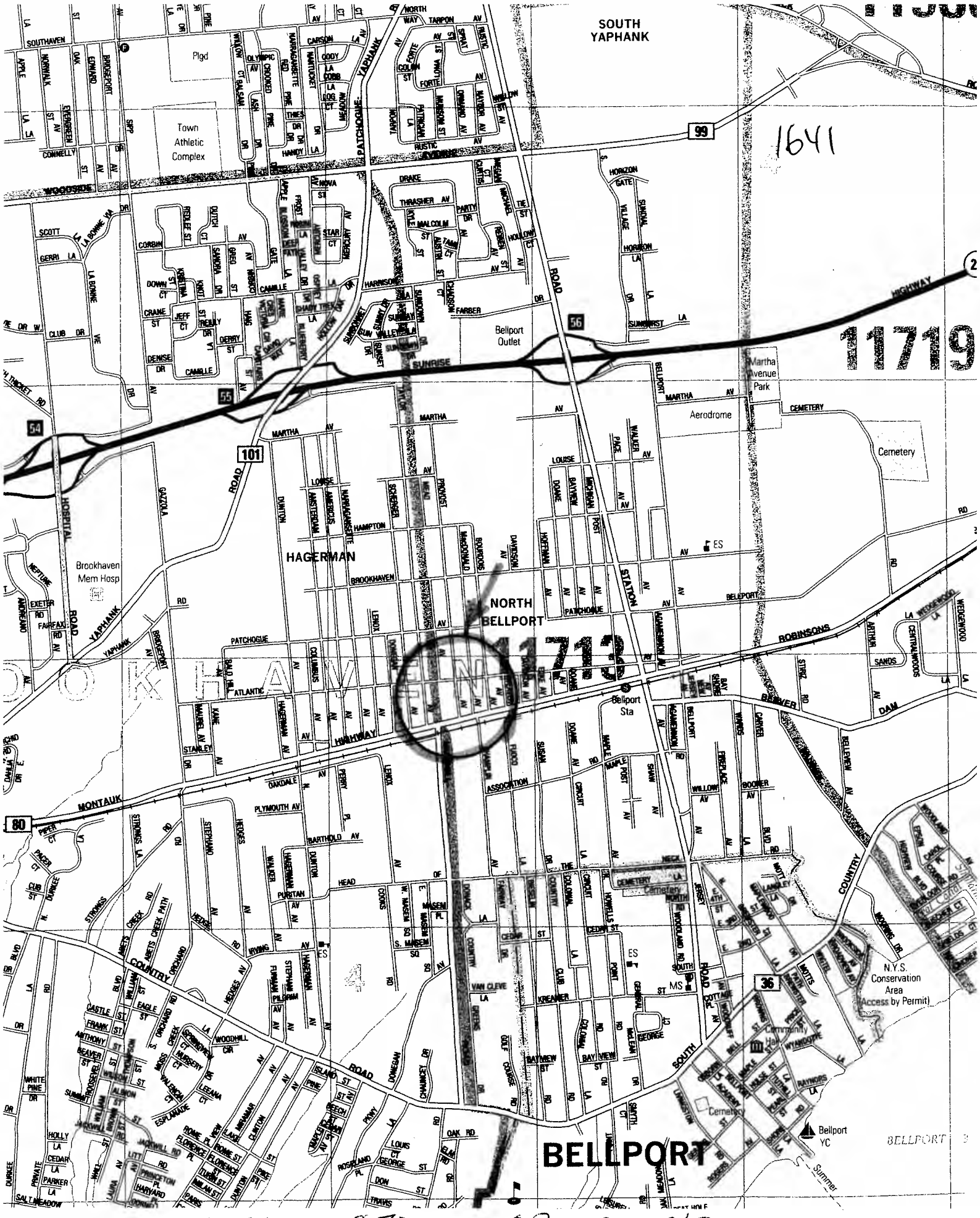
WRT:slb



TM # 0200-973-80-02.00-018.000

1641

Patchogue Ave
Taylor Ave
Meade Ave
Provost Ave
MacDonald Ave
Bourdois Ave
TM# 0200-973.80-02.00-018.000


SOUTH YAPHANK
Town Athletic Complex
Bellport Outlet
Martha Avenue Park
Aerodrome
Cemetery
HAGERMAN
NORTH BELLPORT
Brookhaven Mem Hosp
Bellport Sta
N.Y.S. Conservation Area (Access by Permit)
Community Hall
Bellport YC
BELLPORT
1641
11719
11713
TM # 0200-973-80-02.00-018.000

1641

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution __X_____ Local Law _____Charter Law _____

2. Title of Proposed Legislation

   Section 72-h, General Municipal Law authorizing the sale of County owned Real Estate to a Municipality

3. Purpose of Proposed Legislation

   Convey County owned parcel to the Town of Brookhaven for affordable housing purposes

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

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

   __X__ 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

   Loss of County investment
   Loss of sale at public auction

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   Unknown

8. Proposed Source of Funding

   Unknown

9. Timing of Impact

   2011

10. Name & Title of Preparer — Signature of Preparer — Date

    R. J. Bhatt
    Land Management Specialist

    6/28/11

COUNTY OF SUFFOLK

JUN 3 0 2011

1641

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN T. CULHANE
COMMISSIONER

June 28, 2011

Ken Crannell
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-973.80-02.00-018.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of Brookhaven for Affordable Housing Purposes.

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene
Director of Division of Real
Property Acquisition and Management

PJG:WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo
Copy w/ Resolution to:
Christopher E. Kent, Chief Deputy County Executive
Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Eric C. Naughton, Budget Director
Sarah Lansdale, Director of Planning
Jill Rosen-Nikoloff, Director of Affordable Housing
CE Reso Review, via e-mail

Introductory Resolution No. 1642-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF BROOKHAVEN FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0200-701.00-01.00-034.000)

WHEREAS, the County of Suffolk is the fee owner of the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 701.00, Block 01.00, Lot 034.000, and acquired by tax deed on June 2, 2008 , from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 9, 2008, in Liber 12553, CP 960, known and designated as Lot 197 on a certain map entitled "Map of Eagle Estates, Section 3", and filed in the Office of the Clerk of the County of Suffolk on July 21, 1959 as Map No. 3020,

WHEREAS, said parcel is surplus to the needs of the County of Suffolk; and

WHEREAS, section 72-H of the General Municipal Law permits the sale of real property between Municipal Corporations; and

WHEREAS, the Town of Brookhaven, Suffolk County, New York, has requested the County of Suffolk convey the above-described parcel to it (see annexed Resolution hereto marked as Exhibit "A"); and

WHEREAS, the transfer of this parcel is pursuant to and in accordance with Local Law No. 13-2000, 2-2002 and 17-2004 which established and modified the Affordable Housing Opportunities Program; and

WHEREAS, the Suffolk County Department of Economic Development and Workforce Housing has approved the use of this parcel for the purposes stated above; now, therefore, be it

1st **RESOLVED,** the subject parcel shall be conveyed to the Town of Brookhaven, Suffolk County, New York for affordable housing use, together with the following restrictive covenants that will run with the land so conveyed and, additionally, if any one or more of the following occurs, the subject premises shall revert to the grantor as herein provided and as provided in any deed evidencing the transfer of the subject premises from the grantor to the grantee:

1. If the grantee is not restricted in its use of the subject premises solely and exclusively for affordable housing purposes; with all right, title, and interest reverting to the grantor, at the sole option of the grantor, in the event that the grantee, at any time uses or attempts to use said subject premises for other than affordable housing purposes, in accordance with the approved plan submitted by the grantee. Such reverter clauses contained herein shall apply to the grantee, or any transferee from the grantee undertaking the construction, reconstruction or rehabilitation of affordable housing on the subject premises;

2. If the grantee fails to construct or complete construction of affordable housing unit or units on said property within three (3) years from the date of transfer unless an extension of time is granted in writing, for good cause shown, by the Suffolk County Director of Affordable Housing or any successor thereto. Such extension shall not exceed two two year extensions unless approved by duly enacted resolution of the grantor;

3. If the income, at initial occupancy, of the occupant should exceed 80% of the HUD established median income for the Nassau-Suffolk PMSA based on family size;

4. If the subsidized purchase price of home should exceed 60% of median sales price for Suffolk County based upon the State of New York Mortgage Agency Guidelines;

5. If the rent should exceed HUD established fair market rent for Nassau-Suffolk PMSA based upon bedroom size;

6. If the affordable housing unit or units are owner-occupied, and the unit or units fail(s) to remain the principal residence of the owner for a period of five (5) consecutive years. If the affordable housing unit or units are tenant-occupied, and the unit or units fail(s) to remain affordable for ten (10) consecutive years;

7. If the grantee fails to certify to the Suffolk County Director of Affordable Housing prior to closing of the title with any affordable housing grantee

a. the dates of completion and occupancy for any affordable housing unit or units constructed or rehabilitated on said property; and

b. the total household income, from all sources, of the purchaser or purchasers of the property and his or her family; and

c. the total purchase or rental price of the affordable housing unit or units sold or otherwise transferred; and

d. the affordable housing unit or units meet local building and zoning codes;

8. If the grantee shall fail to provide the Suffolk County Director of Affordable Housing with an annual written report, no later than December 31 of each year commencing December 31, 2011, on the subject premises, including, but not limited to, the exact and precise use to which the subject premises has been put to along with the net proceeds generated by the initial purchase of the subject premises; or

9. If any subsequent grantee fails to comply with all applicable state, federal, and local regulations pertaining to price, income eligibility and marketing standards for affordable housing programs.

2nd **RESOLVED,** the grantee will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for affordable housing with all right title and interest reverting to the County of Suffolk in the event that the grantee at any time, uses or attempts to use said subject parcel for other than affordable housing or attempts to sell, transfer or otherwise dispose of or does, in fact, sell transfer or otherwise dispose of said subject parcel with said parcel being used thereafter for other than affordable housing.

3rd **RESOLVED,** that neither grantee nor any subsequent grantee shall bill or charge back to grantor any cost incurred or projected to be incurred for the cleaning up, removal and disposal of any debris, waste and /or contamination on said property. In the event that such charge back or bill is rendered to the grantor the transfer shall be void ab initio and the realty shall revert to the grantor.

4th **RESOLVED,** that it is intended and agreed that the agreements and covenants contained in the deed evidencing transfer of subject premises shall be covenants running with the land and that they shall be, in any event , and without regard to technical classification of designation, legal or otherwise, and except only by law, binding for the benefit and in favor of, and enforceable by, the grantor, it being further understood that such agreements and covenants shall be binding only upon the grantee, if it be a municipality or any assignee of the grantee, undertaking the construction, reconstruction or rehabilitation of affordable housing, only for such period as they shall have title to or an interest in or possession of the property or part thereof.

5th **RESOLVED,** the conveyance of the parcel described to the Town of Brookhaven for the purposes described herein shall be for the sum of One Dollar, and, upon payment of such sum, all subsequent grantees of such subject premises shall comply with all applicable state, federal, and local regulations pertaining to the price, income eligibility and marketing standards for affordable housing programs.

6th **RESOLVED**, that the Director of Real Property Acquisition and Management, or her designee, be and hereby is authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above-described property upon the above-described terms and conditions.

7th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c) (20) and (27)). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Exhibit "A"

1642

ADOPTED

BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2011-227
MEETING OF: MARCH 8, 2011

AUTHORIZING THE TRANSFER OF FORECLOSED PROPERTIES AS REFLECTED IN SCHEDULE "A" ATTACHED HERETO FROM THE COUNTY OF SUFFOLK TO THE TOWN OF BROOKHAVEN AND FROM THE TOWN TO A NOT-FOR-PROFIT HOUSING AGENCY TO PROMOTE THE AVAILABILITY OF AFFORDABLE HOUSING

WHEREAS, the Town of Brookhaven, the County of Suffolk under the 72h Program, and various not-for-profit groups have cooperated throughout the years to create affordable housing opportunities and to remove blighted conditions within the Town; and

WHEREAS, the County of Suffolk wishes to transfer to the Town of Brookhaven from its foreclosure inventory parcels of properties known as Montauk Highway, Bellport, New York; Provost Avenue, Bellport, New York; 2616 Kane Avenue, Medford, New York; 45 Wilson Avenue, Middle Island, New York; and Adirondack Drive, Farmingville, New York, as reflected in Schedule "A" attached hereto for the sole purpose of developing affordable housing and to provide eligible residents within the Town with viable homeownership; and

WHEREAS, the Town of Brookhaven desires to continue to be an active partner with providing affordable housing opportunities to residents of the Town;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Brookhaven that the Supervisor or Deputy Supervisor is hereby authorized to execute any agreement and/or instrument approved as to form by the Department of Law, providing for the conveyance of the parcels of properties known as Montauk Highway, Bellport, New York; Provost Avenue, Bellport, New York; 2616 Kane Avenue, Medford, New York; 45 Wilson Avenue, Middle Island, New York; and Adirondack Drive, Farmingville, New York, as reflected in the attached Schedule "A", to a not-for-profit organization in order to promote and create affordable housing opportunities which will in turn provide the residents of the Town of Brookhaven with viable homeownership; and be it further

RESOLVED, by the Town Board of the Town of Brookhaven that the Town Clerk is hereby directed to post and publish the notice of adoption of this resolution which is subject to a permissive referendum.

1642

Schedule A

Council District Four

CONNIE KEPERT

SCTM#	ADDRESS	NOT-FOR -PROFIT
1. ~~0200-975.90-02.00-043.000~~	~~Montauk Hwy, Bellport~~	~~Long Island Housing Partnership~~
2. 0200-973.80-02.00-018.000	Provost Ave, Bellport	**Long Island Housing Partnership**
3. 0200-701.00-01.00-034.000	2616 Kane Ave, Medford	**EOC of Suffolk**
4. 0200-435.00-01.00-008.000	45 Wilson Ave, M.I	**Long Island Housing Partnership**
5. 0200-603.00-05.00-008.001	Adirondack Drive Farmingville	**EOC of Suffolk**

1642

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-701.00-01.00-034.000
Section 72-h, Gen'l Municipal Law

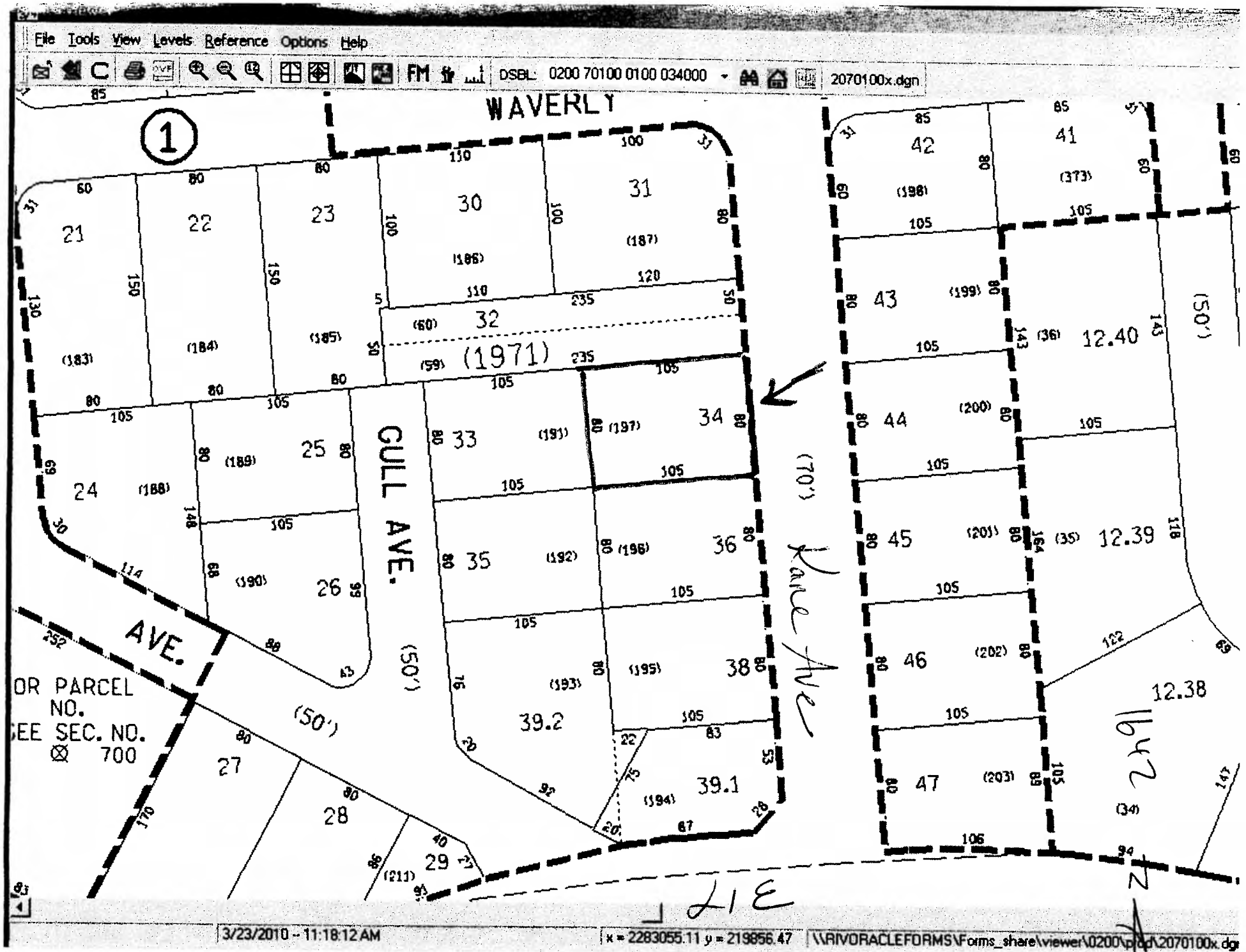
	Amount
County Investment	$42,860.33

PURPOSE:

A. Affordable Housing	X
B. Town Parks	
C. Road/Highway	
D. Drainage/Recharge Basin	
E. Other	

Wayne R. Thompson
Property Manager
(631) 853-5971

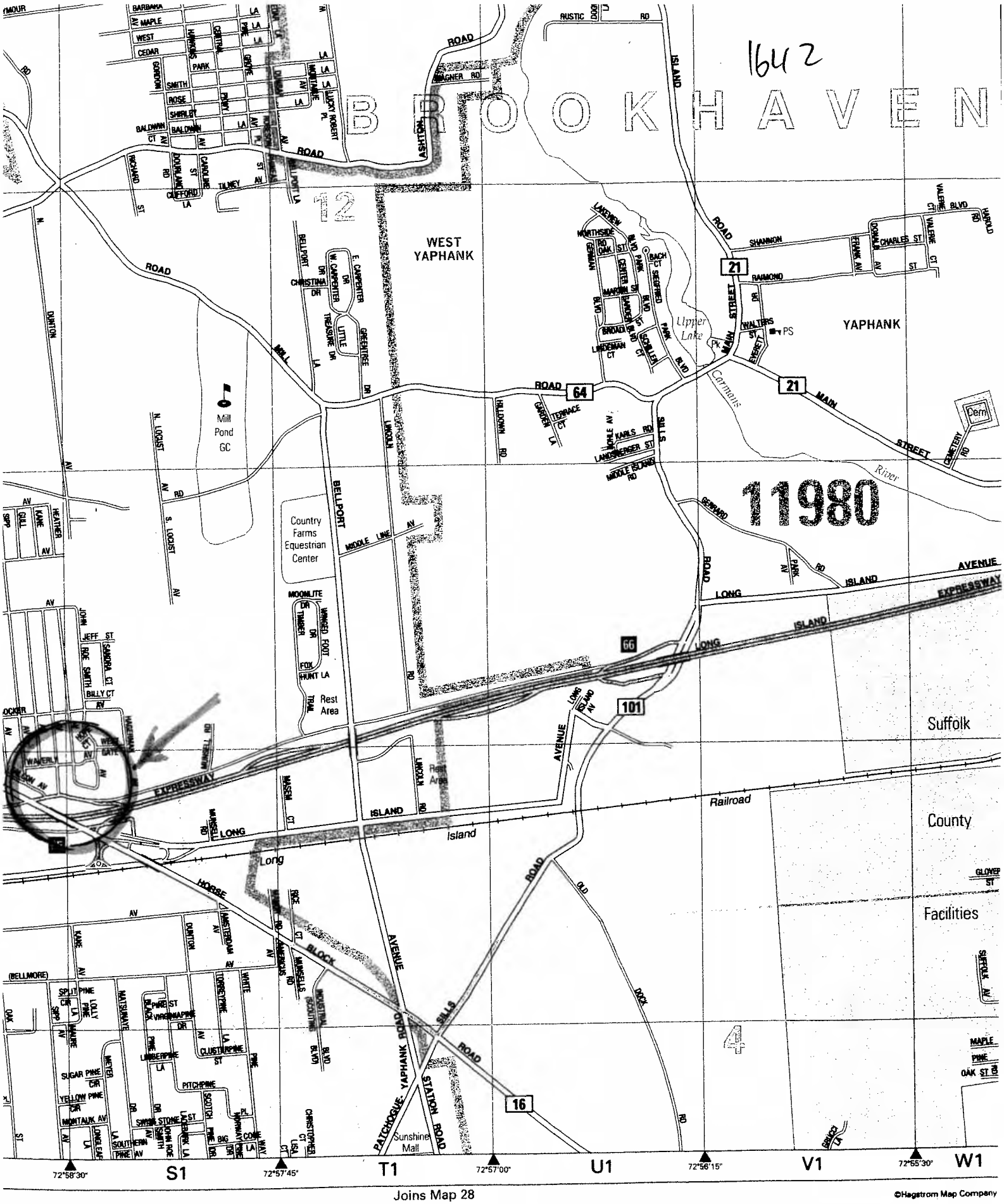
WRT:slb



Tm # 0200-701,00-0100-034,000

1642

Gull Ave
Sipp Ave
Waverly Ave
Heather Ave
Gull Ave
Kane Ave
Horseblock Rd
Horseblock Rd
Expressway Dr N
TM# 0200-701.00-01.00-034.000
1495'



TM# 0200-70.00-01.00-034.000

1642

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution __X_____ Local Law _____Charter Law _____

2. Title of Proposed Legislation

   Section 72-h, General Municipal Law authorizing the sale of County owned Real Estate to a Municipality

3. Purpose of Proposed Legislation

   Convey County owned parcel to the Town of Brookhaven for affordable housing purposes

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

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

__X__ 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

   Loss of County investment
   Loss of sale at public auction

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   Unknown

8. Proposed Source of Funding

   Unknown

9. Timing of Impact

   2011

10. Name & Title of Preparer — Signature of Preparer — Date

    R. J. Bhatt
    Land Management Specialist

    R Bhatt — 6/27/11

Gen Adm

COUNTY OF SUFFOLK

JUN 2 9 2011

1642

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN T. CULHANE
COMMISSIONER

June 27, 2011

Ken Crannell
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-701.00-01.00-034.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of Brookhaven for Affordable Housing Purposes.

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene
Director of Division of Real
Property Acquisition and Management

PJG:WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo
Copy w/ Resolution to:
Christopher E. Kent, Chief Deputy County Executive
Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Eric C. Naughton, Budget Director
Sarah Lansdale, Director of Planning
Jill Rosen-Nikoloff, Director of Affordable Housing
CE Reso Review, via e-mail

Introductory Resolution No. 1643-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 MIMAR LLC (SCTM NO. 0200-973.90-03.00-007.000)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 973.90 Block 03.00 Lot 007.000 and acquired by Tax Deed on April 17, 1984 from Jean H. Tuthill, the County Treasurer of Suffolk County, New York, and recorded on April 17, 1984 in Liber 9546 at CP 232 and described as follows, known and designated as Lot 13 in Block 27 on a certain map entitled "Map of New York & Brooklyn Suburban Investment Company, Map 1", and filed in the Office of the Clerk of the County of Suffolk on April 6, 1898 as Map No. 436,

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Mimar LLC, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $ 2,100.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described has been appraised at $ 2,000.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, and/or her designee, has received and deposited the sum of $ 2,100.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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

2nd **RESOLVED,** that the deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them.

3rd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Bargain and Sale Deed, without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Mimar LLC, 290 Exeter Street, Brooklyn, New York 11235.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

1643

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

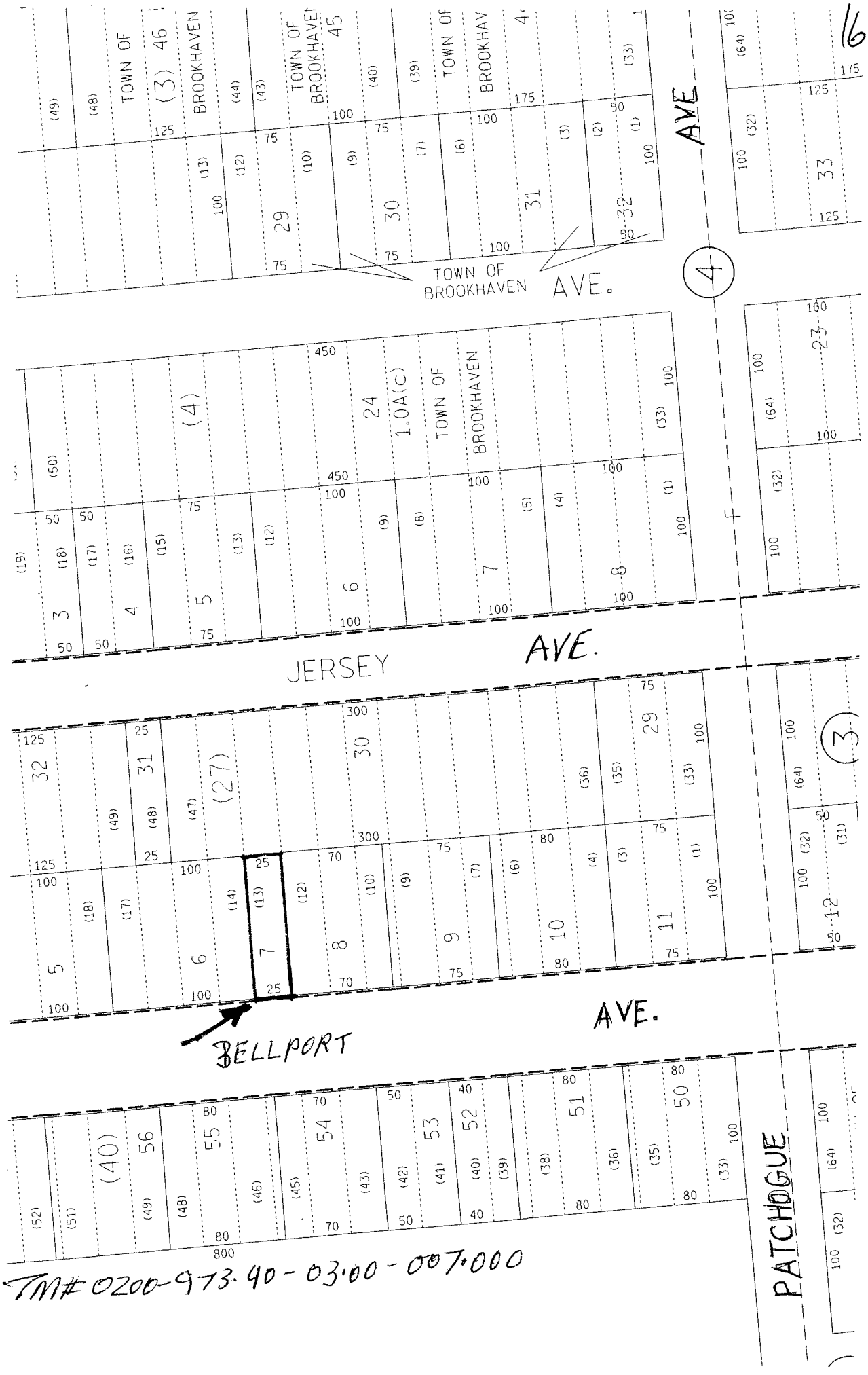
DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0200-973.90-03.00-007.000

ADJOINING OWNER	BID	BID	BID
Mimar LLC 290 Exeter Street Brooklyn, New York 11235 0200-973.90-03.00-030.000	$2,100.00		
Leo, Tommy & Jonathan Jenkins 633 Bellport Avenue Bellport, New York 11713 0200-973.90-03.00-006.000	$0		
Jeffrey Aurigema 27 Robert Crescent Stony Brook, New York 0200-973.90-03.00-008.000	$0		

SIZE OF PARCEL: 25' x 100'
APPRAISED VALUE: $2,000.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971

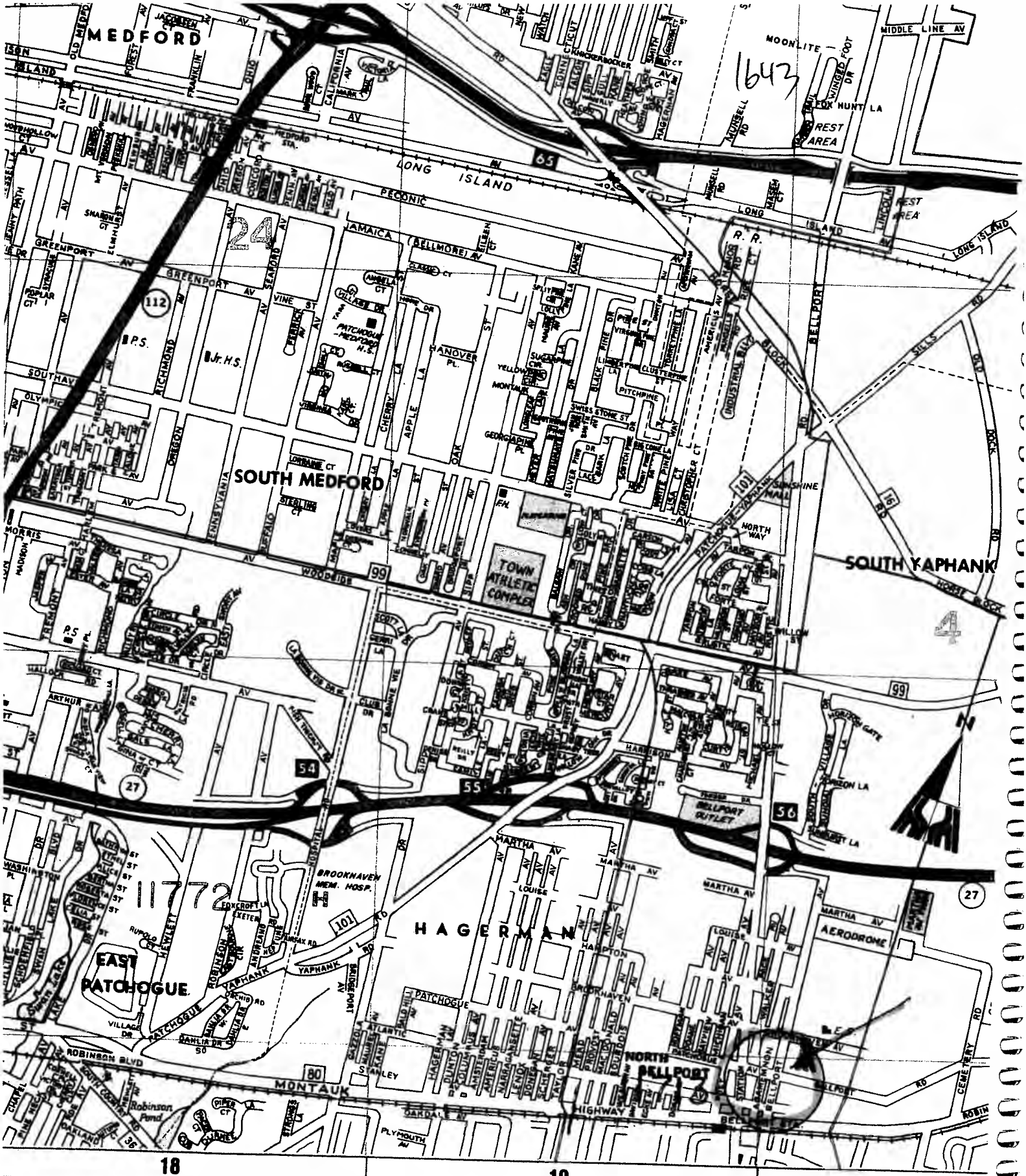
1643



TM# 0200-973.40-03.00-007.000

1643

Station Rd
Bellport Ave
Patchogue Ave
Agamemnon Ave
TM# 0200-973.90-03.00-007.000



Tm# 0200-973.90-03.00-007.000

COUNTY OF SUFFOLK

JUL 1 8 2011

1643

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN T. CULHANE
COMMISSIONER

July 11, 2011

Ken Crannell
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0200-973.90-03.00-007.000

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Pamela J. Greene
Director of the Division of Real Property
Acquisition and Management

PJG:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy to:
Christopher E. Kent, Chief Deputy County Executive
Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Sarah Lansdale, Director of Planning
CE Reso Review, via e-mail

1643

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

   Local Law 13-1976 authorizing the Direct Sale of County owned Real Estate

3. Purpose of Proposed Legislation

   Convey County owned parcel to adjacent owner

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

5. If the answer to Item 4 is "yes", on what will it impact?

   _X_ 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.
   Income from sale.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   Unknown

8. Proposed Source of Funding

   None

9. Timing of Impact

   2011

10. Name & Title of Preparer | Signature of Preparer | Date

    R.J. Bhatt
    Land Management Specialist

    RJ Bhatt

    7/12/11

Introductory Resolution No. 1644-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
ANNA LEROUGE
0200-400.00-05.00-039.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 400.00, Block 05.00, Lot 039.000, and acquired by tax deed on October 05, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 06, 2010, in Liber 12639, at Page 481, and otherwise known and designated by the Town of Brookhaven, as Lot No. 65 on a certain map entitled "Map of Pine Lake Park" and filed in the Office of the Clerk of Suffolk County on June 23, 1948 as Map No. 1629; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 05, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 06, 2010 in Liber 12639 at Page 481.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, ANNA LEROUGE has made application of said above described parcel and ANNA LEROUGE has paid the application fee and will be paying $63,263.85, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to ANNA LEROUGE, 28 Sycamore Ave., Farmingville NY 11735, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1644

July 12, 2011

Tax Map No.: 0200-400.00-05.00-039.000
Name of Last Legal Fee Owner: ANNA LEROUGE

TREASURER'S COMPUTATION	$53,736.14
Taxes.....2010/2011	$9,527.71
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$63,263.85
Monies to be Received	$63,263.85
RESOLUTION AMOUNT	$63,263.85

APPROVED:

Annelle Browne 7/13/2011
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0200	400.00	05.00	1644	039.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	2126.34
2006/07	13024.58
2007/08	12419.81
2008/09	11720.14
2009/10	9276.60

2010/11 PROPERTY TAXES $9,527.71 NOT INCLUDED IN COMPUTATION

TOTAL:	48567.47
B. INTEREST DUE	2609.81
C. TOTAL	51177.28
D. 5% LINE C	2558.86
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$53,736.14

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 10-Mar-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 09/06/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1644

1. Type of Legislation

Resolution X
Tax Map Number 0200-400.00-05.00-039.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

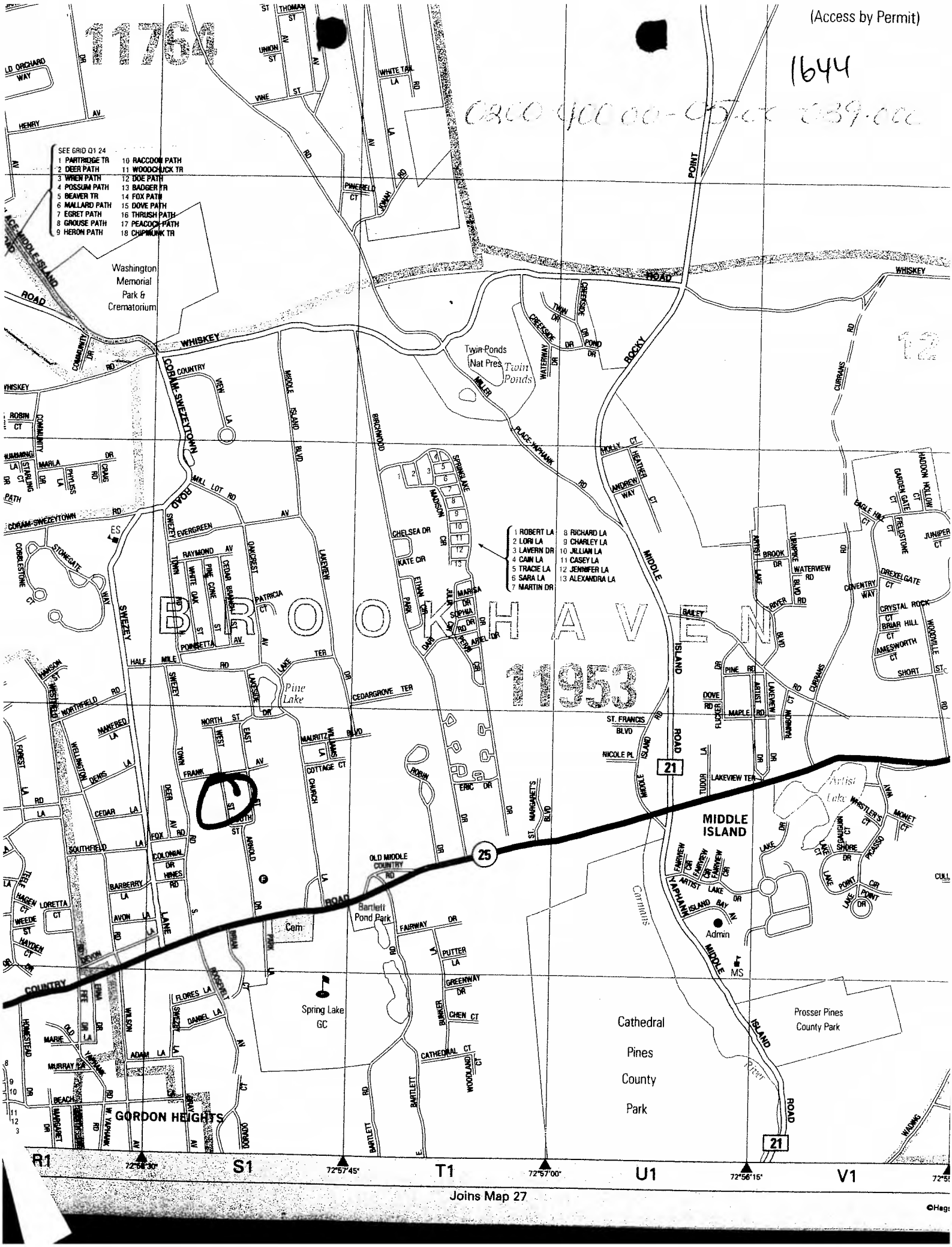
N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Diane Bishop | Diane Bishop | 7/27/11

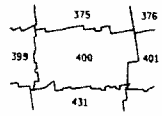

(Access by Permit)
1644
11764
11953
SEE GRID Q1 24
1 PARTRIDGE TR
2 DEER PATH
3 WREN PATH
4 POSSUM PATH
5 BEAVER TR
6 MALLARD PATH
7 EGRET PATH
8 GROUSE PATH
9 HERON PATH
10 RACCOON PATH
11 WOODCHUCK TR
12 DOE PATH
13 BADGER TR
14 FOX PATH
15 DOVE PATH
16 THRUSH PATH
17 PEACOCK PATH
18 CHIPMUNK TR
Washington Memorial Park & Crematorium
Twin Ponds Nat Pres
Twin Ponds
1 ROBERT LA
2 LORI LA
3 LAVERN DR
4 CAIN LA
5 TRACIE LA
6 SARA LA
7 MARTIN DR
8 RICHARD LA
9 CHARLEY LA
10 JILLIAN LA
11 CASEY LA
12 JENNIFER LA
13 ALEXANDRA LA
BROOKHAVEN
Pine Lake
MIDDLE ISLAND
Artist Lake
Bartlett Pond Park
Spring Lake GC
Cathedral Pines County Park
Prosser Pines County Park
GORDON HEIGHTS
Admin
MS
Cem
25
21
R1
S1
T1
U1
V1
72°58'30"
72°57'45"
72°57'00"
72°56'15"
Joins Map 27

NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

KEY MAP



TOWN OF BROOKHAVEN
VILLAGE OF
DISTRICT NO 0200

SECTION NO 400
PROPERTY MAP

CONVERSION DATE: Jan. 09, 1997

COUNTY OF SUFFOLK

1644

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY

PAMELA J. GREENE
DIVISION DIRECTOR

DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

BRIAN CULHANE
COMMISSIONER

July 19, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-400.00-05.00-039.000
ANNA LEROUGE

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1645-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
MONA VENSSA
0400-245.00-03.00-025.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0400, Section 245.00, Block 03.00, Lot 025.000, and acquired by tax deed on June 29, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 30, 2010, in Liber 12629, at Page 469, and otherwise known and designated by the Town of Huntington, as Lot No. 91, on a certain map entitled "Map of Wolf Hill Run, Section 2", filed in the office of the Clerk of Suffolk County on May 6, 1968 as Map No. 5086; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on June 29, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 30, 2010 in Liber 12629 at Page 469.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, MONA VENSSA has made application of said above described parcel and MONA VENSSA has paid the application fee and has paid $119,422.47, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to MONA VENSSA, 7 Branwood Drive, Dix Hills NY 11746, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1645

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

June 30, 2011

Tax Map No.: 0400-245.00-03.00-025.000
Name of Last Legal Fee Owner: MONA VENSSA

TREASURER'S COMPUTATION.....	$119,422.47
Taxes.....2010/2011.....	OPEN
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
TOTAL.....	$119,422.47
Monies Received.....	$119,422.47
RESOLUTION AMOUNT.....	$119,422.47 (.01)

APPROVED:

Accounting
LS:lag

PREPARED BY:
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0400	245.00	03.00 1645	025.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	10906.30
2006/07	27031.62
2007/08	24937.84
2008/09	23979.63
2009/10	18765.88

2010/11 PROPERTY TAXES $12,411.77 NOT INCLUDED IN COMPUTATION

TOTAL: 105621.27

B. INTEREST DUE	8114.41
C. TOTAL	113735.68
D. 5% LINE C	5686.78
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE $119,422.47

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 29-Apr-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 10/26/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1645

Resolution X
Tax Map Number 0400-245.00-03.00-025.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

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

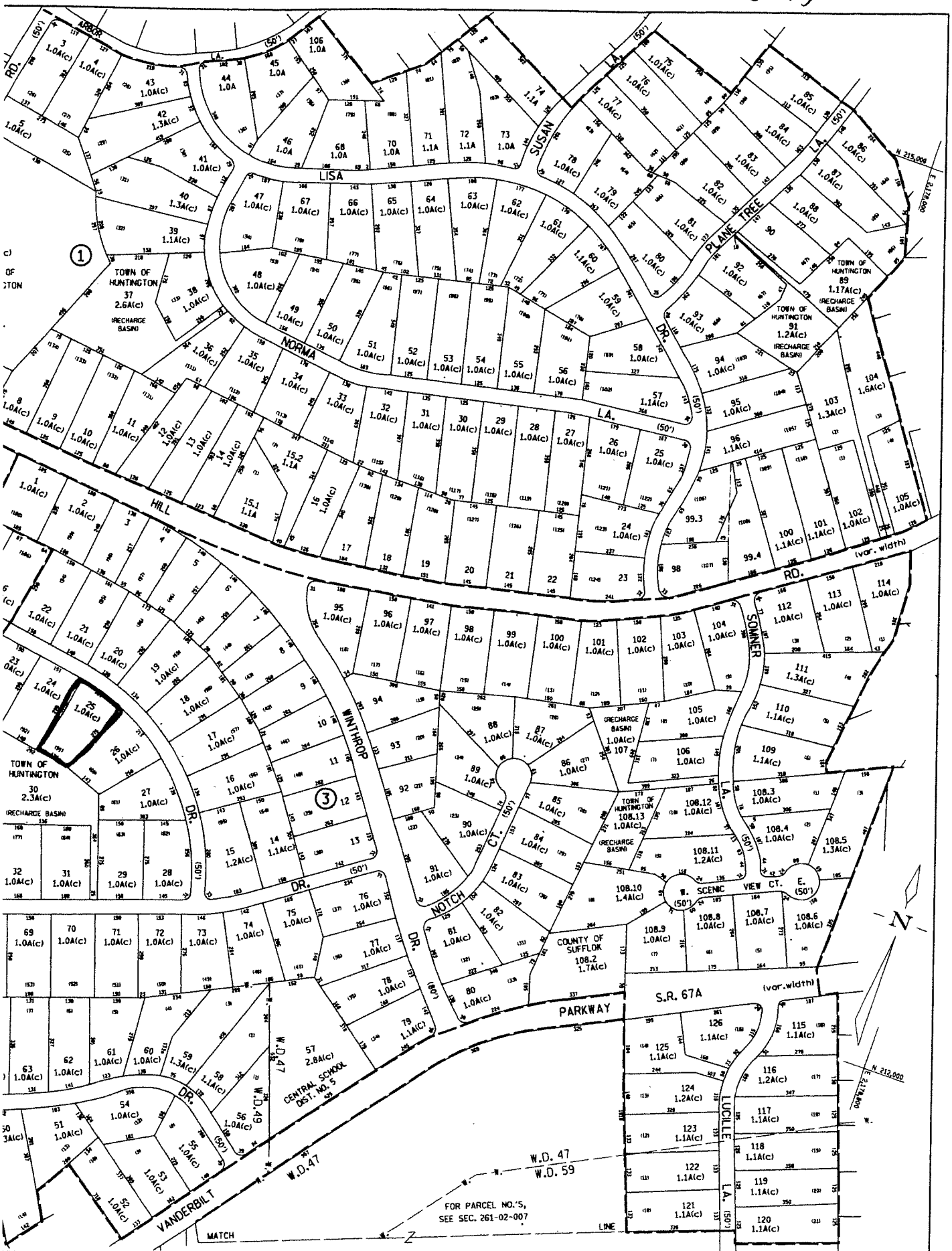
9. Timing of Impact

2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Lori Sklar Lori Sklar 7/13/11

1645



NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N.Y. 11901
SCALE IN FEET: 200 0 200 400

KEY MAP

TOWN OF HUNTINGTON

VILLAGE OF

SECTION NO 245

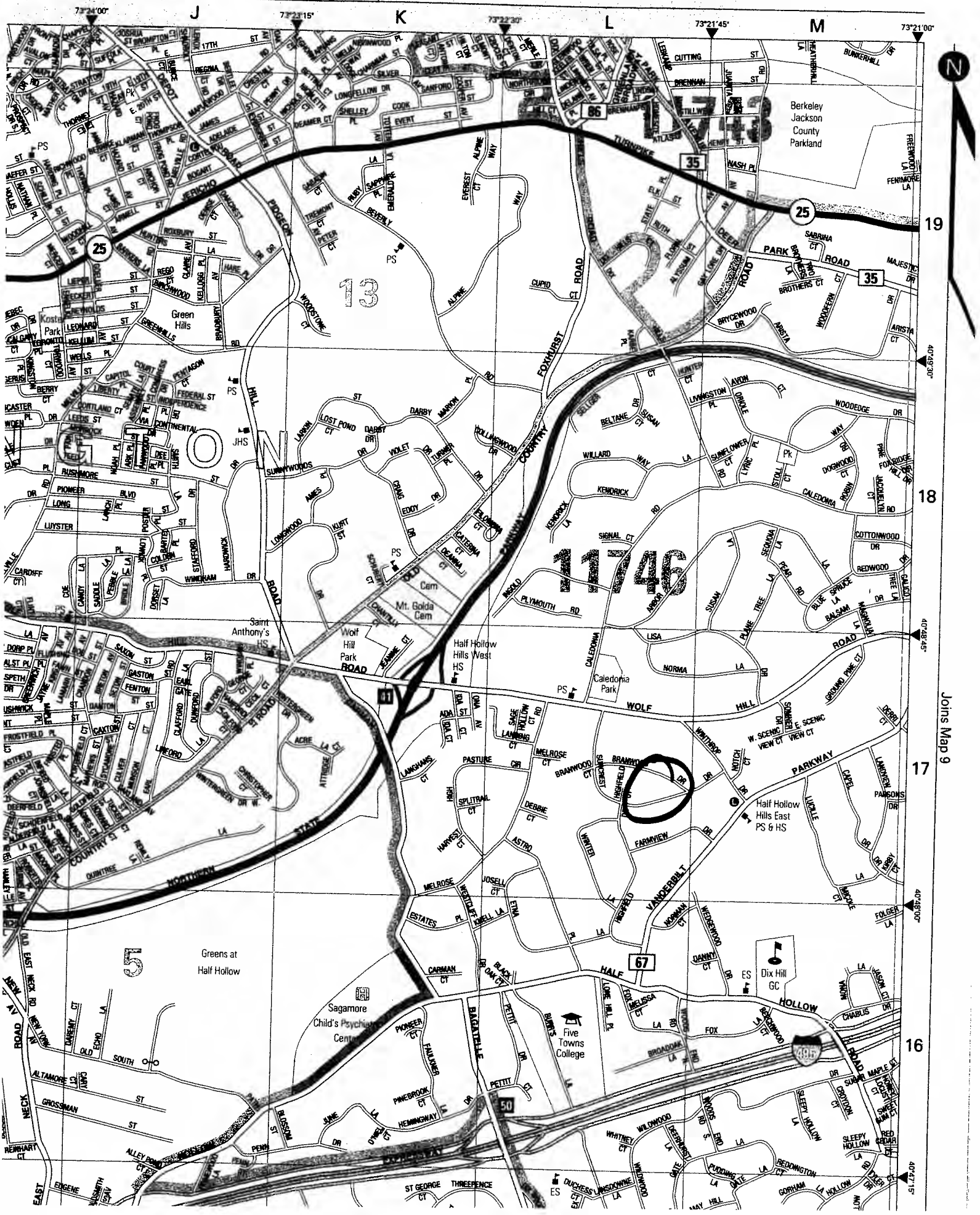
distance.
approximately
86 mi. vertically.

1645

Scale 1:24,000

0 1,000 2,000 3,000 4,000 5,000 Feet
0 200 400 600 800 1,000 1,200 1,400 Meters

Joins Map 2



COUNTY OF SUFFOLK

1645

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

July 19, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0400-245.00-03.00-025.000
MONA VENSSA

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

LS:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1646-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
MIDDLE COUNTRY ROAD PROPERTIES, INC., BY ARSILIO DONOFRIO
0200-351.00-02.00-003.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 351.00, Block 02.00, Lot 003.000, and acquired by tax deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011, in Liber 12647, at Page 724, and otherwise known and designated by the Town of Brookhaven, as District 0200, Section 351.00, Block 02.00, Lot 003.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011 in Liber 12647 at Page 724.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, MIDDLE COUNTRY ROAD PROPERTIES, INC., BY ARSILIO DONOFRIO has made application of said above described parcel and MIDDLE COUNTRY ROAD PROPERTIES, INC., BY ARSILIO DONOFRIO has paid the application fee and has paid $76,448.72, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to MIDDLE COUNTRY ROAD PROPERTIES, INC., BY ARSILIO DONOFRIO, 4 Miranda Drive, Ridge, NY 11961, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1646

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 06, 2011

Tax Map No.: 0200-351.00-02.00-003.000
Name of Last Legal Fee Owner: MIDDLE COUNTRY ROAD PROPERTIES, INC., BY ARSILIO DONOFRIO

TREASURER'S COMPUTATION.....	$61,038.99
Taxes.....2010/2011.....	$15,409.73
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
TOTAL.....	$76,448.72
Monies Received.....	$76,448.72
RESOLUTION AMOUNT.....	$76,448.72

APPROVED:

Arlette Brownell 7/6/2011
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	1646	LOT
0200	351.00	02.00		003.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	18089.10
2008/09	18817.99
2009/10	18451.39

2010/11 PROPERTY TAXES $15,409.73 NOT INCLUDED IN COMPUTATION

TOTAL:	55358.48
B. INTEREST DUE	2773.89
C. TOTAL	58132.37
D. 5% LINE C	2906.62
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$61,038.99

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 09-May-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 11/05/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1646

1. Type of Legislation

Resolution X
Tax Map Number 0200-351.00-02.00-003.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

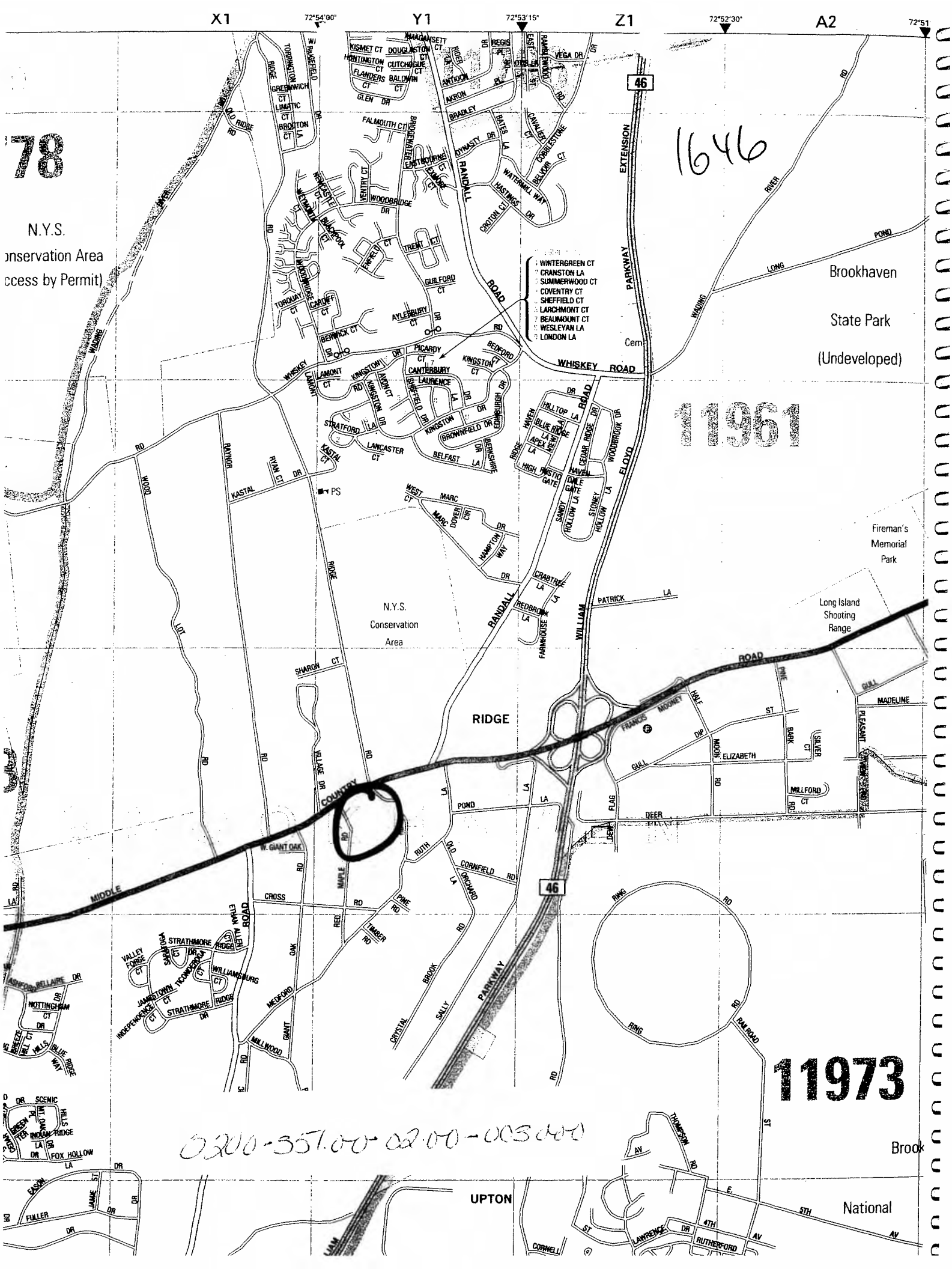
N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Diane Bishop Diane Bishop 9-6-11


X1
Y1
Z1
A2
72°54'00"
72°53'15"
72°52'30"
72°51'
78
N.Y.S.
onservation Area
ccess by Permit)
1646
11961
11973
0200-351.00-02.00-003.000
1 WINTERGREEN CT
2 CRANSTON LA
3 SUMMERWOOD CT
4 COVENTRY CT
5 SHEFFIELD CT
6 LARCHMONT CT
7 BEAUMOUNT CT
8 WESLEYAN LA
9 LONDON LA
Brookhaven
State Park
(Undeveloped)
Cem
Fireman's
Memorial
Park
Long Island
Shooting
Range
N.Y.S.
Conservation
Area
RIDGE
UPTON
Brook
National
WHISKEY ROAD
RANDALL ROAD
WILLIAM FLOYD PARKWAY
EXTENSION
MIDDLE COUNTRY ROAD
46
PS

Revisions
06-07-96
02-24-00
02-05-01
05-05-03
06-20-03
06-19-04
11-16-05

0200-351-000-0130 0130

LEGEND

Property or RR Line	Subdivision Lot No. (121)	Block Limit	School District Line — SCH —	Hydrant District Line — H —	UNLESS OTHERWISE, ALL DRAWN ARE WITHIN THE FOLLOWING		
Denotes Common Owner — Z —	Subdivision Block/Bldg. No. (21)	Block No. (2)	Fire District Line — F —	Refuse District Line — R —	SCHOOL 12	SEWER	
Subdivision Lot Line	Deed Dimension 62	County Line	Water District Line — W —	Historical District Line — HST —	FIRE FL5	HYDRANT	
Stream / Shore	Scaled Dimension 62±	Town Line	Light District Line — L —	Ambulance District Line — A —	LIGHT LK1	WATER	
Parcel No. 23	Deed Area 12.1 A(d) or 12.1A	Village Line	Park District Line — P —	Wastewater District Line — WW —	PARK	REFUSE	
	Computed Area 12.2 A(c)		Sewer District Line — S —		AMBULANCE	WASTEWATER	

Revisions

COUNTY OF SUFFOLK

JUL 0 8 2011

1646

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

July 8, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-351.00-02.00-003.000
MIDDLE COUNTRY ROAD PROPERTIES, INC., BY ARSILIO DONOFRIO

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Brian Culhane, Commissioner
Department of Environment and Energy

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1647-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
ROBERT FERRI
0200-417.00-01.00-017.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 417.00, Block 01.00, Lot 017.000, and acquired by tax deed on October 06, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 06, 2010, in Liber 12639, at Page 481, and otherwise known and designated by the Town of Brookhaven, as Lot No. 1588 on a certain map entitled "Map of Strathmore, Section 20" as filed in the Office of the Clerk of Suffolk County on September 6, 1966 as Map No. 4710; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 06, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 06, 2010 in Liber 12639 at Page 481.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, ROBERT FERRI has made application of said above described parcel and ROBERT FERRI has paid the application fee and will be paying $91,968.84, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to ROBERT FERRI, 234 Hallock Rd., Stony Brook NY 11790, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1647

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 12, 2011

Tax Map No.: 0200-417.00-01.00-017.000
Name of Last Legal Fee Owner: ROBERT FERRI

TREASURER'S COMPUTATION	$79,318.48
Taxes.....2010/2011	$12,650.36
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$91,968.84
Monies to be Received	$91,968.84
RESOLUTION AMOUNT	$91,968.84

APPROVED:

Annette Browne 7/13/2011
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	417.00	01.00 1647	017.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	7773.81
2006/07	19622.24
2007/08	16137.43
2008/09	15202.08
2009/10	12273.07

2010/11 PROPERTY TAXES $12,650.36 NOT INCLUDED IN COMPUTATION

TOTAL:	71008.63
B. INTEREST DUE	4532.78
C. TOTAL	75541.41
D. 5% LINE C	3777.07
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$79,318.48

CERTIFICATION BY COUNTY TREASURER

I, Douglas W. Sutherland, Chief Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 10-May-11

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 11/06/11

dz

1647

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0200-417.00-01.00-017.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

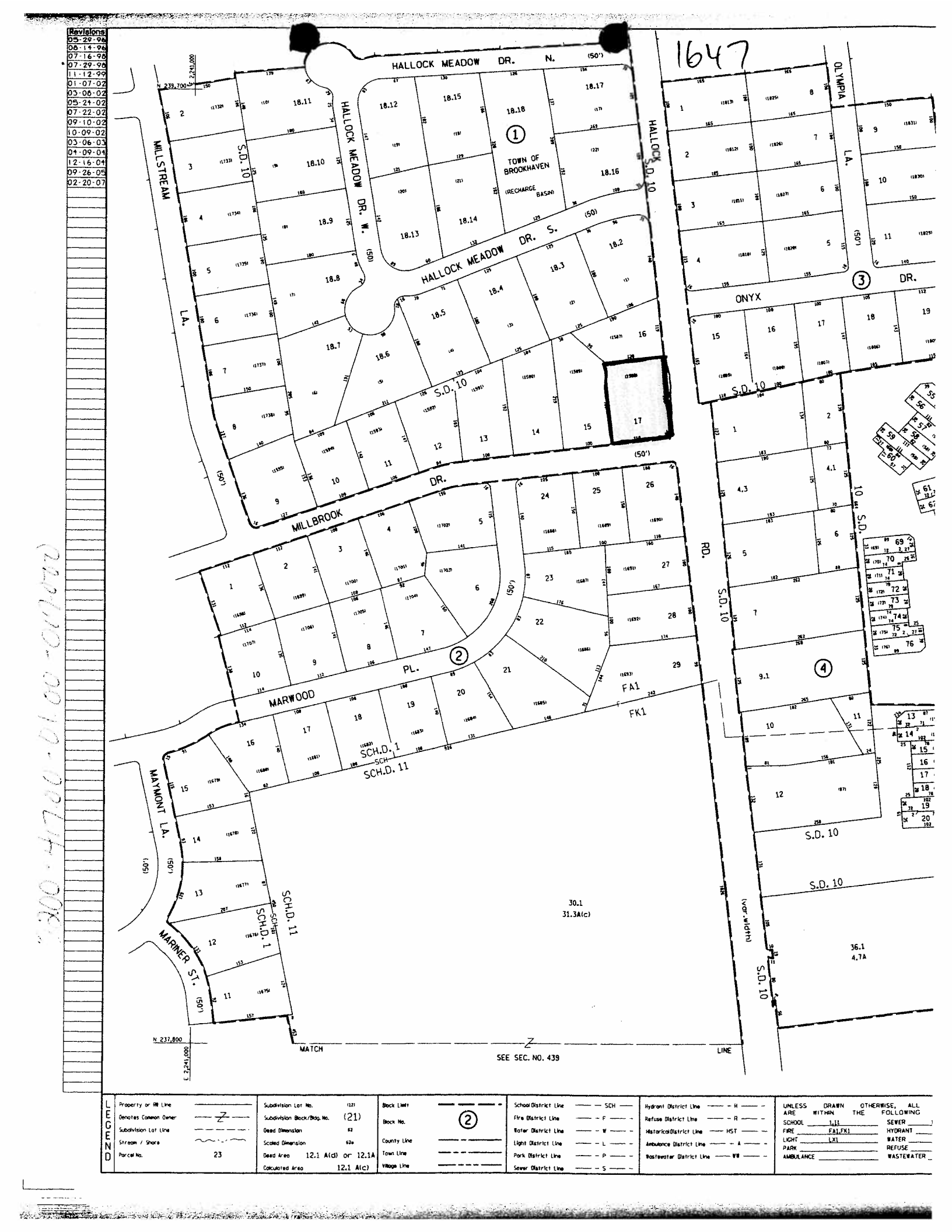
N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Diane Bishop | Diane Bishop | 7-07-11

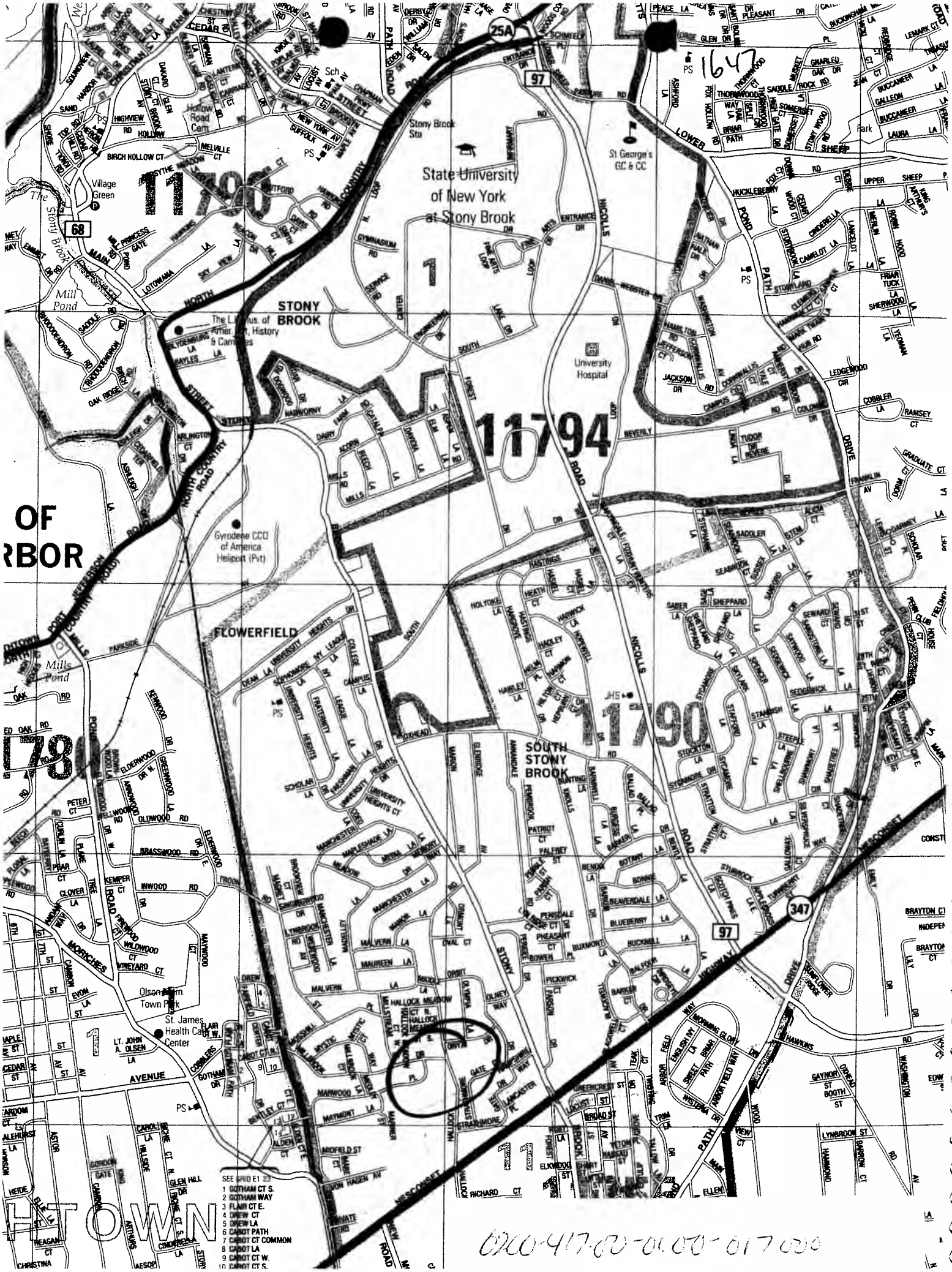


LEGEND

Property or RR Line		Subdivision Lot No.	(12)	Block Limit		School District Line — SCH	Hydrant District Line — H
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line — F	Refuse District Line — R
Subdivision Lot Line		Deed Dimension	62	County Line		Water District Line — W	Historical District Line — HST
Stream / Shore		Scaled Dimension	62a	Town Line		Light District Line — L	Ambulance District Line — A
Parcel No.	23	Deed Area	12.1 A(c) or 12.1A	Village Line		Park District Line — P	Wastewater District Line — WW
		Calculated Area	12.1 A(c)			Sewer District Line — S	

UNLESS DRAWN OTHERWISE, ALL ARE WITHIN THE FOLLOWING

SCHOOL	1,11	SEWER	
FIRE	FA1,FK1	HYDRANT	
LIGHT	LK1	WATER	
PARK		REFUSE	
AMBULANCE		WASTEWATER	


11790
11794
11790
STONY BROOK
SOUTH STONY BROOK
FLOWERFIELD
State University of New York at Stony Brook
Stony Brook Sta
St George's GC & CC
University Hospital
Gyrodene CCO of America Heliport (Pvt)
Village Green
Mill Pond
Mills Pond
Hollow Road Cem
Olsen Mem. Town Park
St. James Health Care Center
LT. JOHN A. OLSEN LA
25A
97
68
347
NICOLLS ROAD
NORTH COUNTRY ROAD
STONY BROOK ROAD
SEE GRID E1 23
1 GOTHAM CT S.
2 GOTHAM WAY
3 FLAIR CT E.
4 DREW CT
5 DREW LA
6 CABOT PATH
7 CABOT CT COMMON
8 CABOT LA
9 CABOT CT W.
10 CABOT CT S.
020-417.00-01.00-017.000

Gen B5

1647

COUNTY OF SUFFOLK

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

July 19, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-417.00-01.00-017.000
ROBERT FERRI

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

53

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1648-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
MANUEL GOMEZ
0500-223.00-03.00-109.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 223.00, Block 03.00, Lot 109.000, and acquired by tax deed on November 23, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 30, 2010, in Liber 12644, at Page 471, and otherwise known and designated by the Town of Islip, Unit No. 109 AD in the Property known as Lexington Village Condominium, filed in the Office of the Suffolk County Clerk on October 9,1987 as Condominium Map No. 172; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 23, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 30, 2010 in Liber 12644 at Page 471.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, MANUEL GOMEZ has made application of said above described parcel and MANUEL GOMEZ has paid the application fee and has paid $7,407.44, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to MANUEL GOMEZ, 3 C-109 Hemlock Drive, Bay Shore NY 11706, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1648

July 05, 2011

Tax Map No.: 0500-223.00-03.00-109.000
Name of Last Legal Fee Owner: MANUEL GOMEZ

TREASURER'S COMPUTATION	$5,632.02
Taxes.....2010/2011	$1,775.42
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$7,407.44
Monies Received	$7,407.44
RESOLUTION AMOUNT	$7,407.44

APPROVED:

Accounting
LS:lag

PREPARED BY:
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0500	223.00	03.00	1648	109.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	741.76
2008/09	2220.05
2009/10	2148.17

2010/11 PROPERTY TAXES $1,775.42 NOT INCLUDED IN COMPUTATION

TOTAL:	5109.98
B. INTEREST DUE	253.85
C. TOTAL	5363.83
D. 5% LINE C	268.19
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$5,632.02

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 18-Apr-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 10/15/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1648

Resolution X
Tax Map Number 0500-223.00-03.00-109.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

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

2011

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Lori Sklar | Lori Sklar | 7/13/11

CONDOMINIUM NOTES:

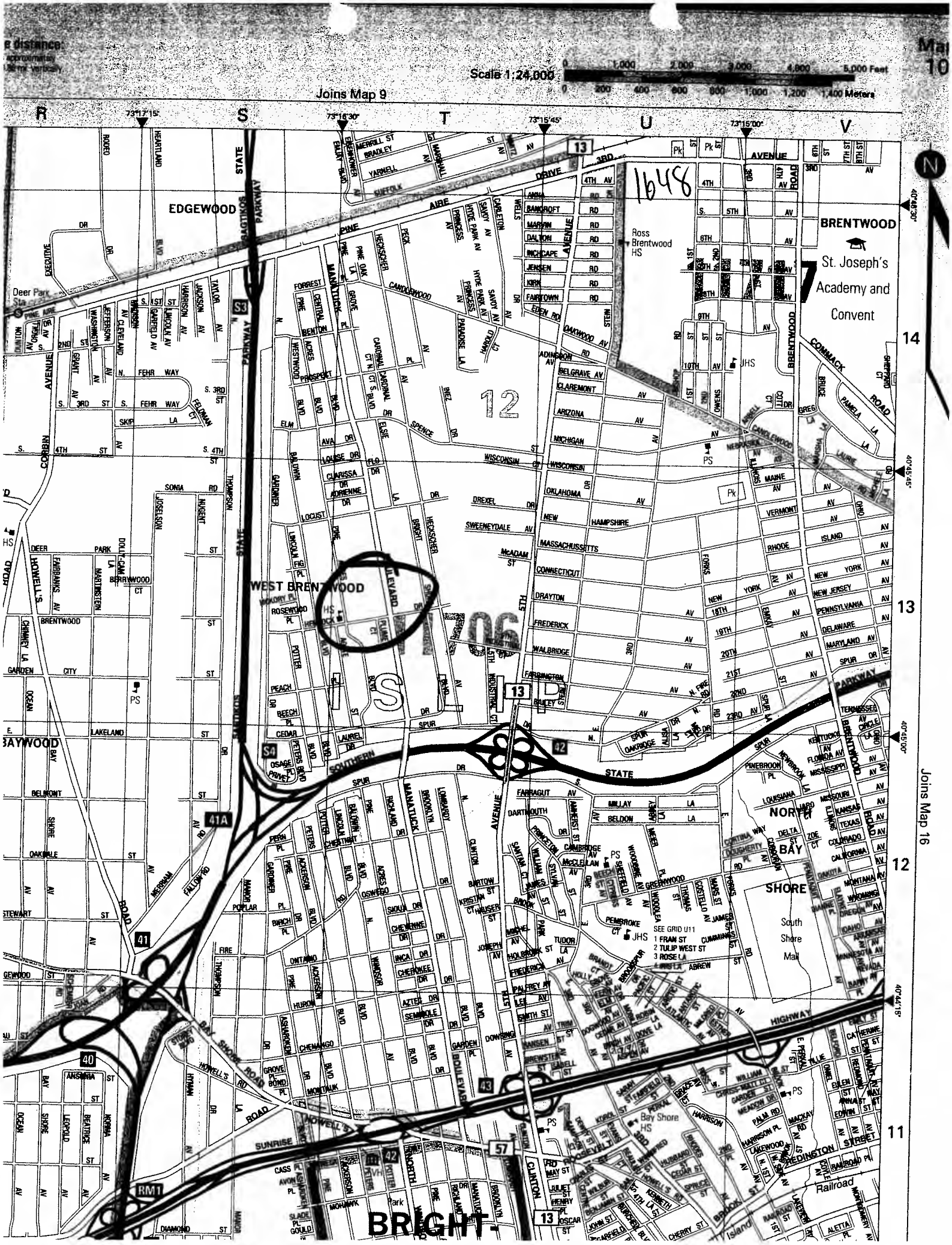
1. PARCEL NUMBERS PR
   A DASH INDICATES A
2. ALL PARCELS (UNITS) O
   COMMON OWNERSHIP IN
   LAND PARCEL.

LEGEND

Property or RR Line		Subdivision Lot No.	(12)	Block Limit		School District Line — SCH —	Hydrant District Line — H —
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line — F —	Refuse District Line — R —
Subdivision Lot Line		Deed Dimension	82	County Line		Water District Line — W —	HistoricalDistrict Line — HST —
Stream / Shore		Scaled Dimension	63±	Town Line		Light District Line — L —	Ambulance District Line — A —
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Village Line		Park District Line — P —	Wastewater District Line — WW —
		Calculated Area	12.1 A(c)			Sewer District Line — S —	

UNLESS DRAWN OTHERWISE, ALL ARE WITHIN THE FOLLOWING

SCHOOL	12	SEWER	
FIRE	4	HYDRANT	
LIGHT		WATER	
PARK	5	REFUSE	
AMBULANCE		WASTEWATI	



Scale 1:24,000
0 1,000 2,000 3,000 4,000 5,000 Feet
0 200 400 600 800 1,000 1,200 1,400 Meters
Joins Map 9
Joins Map 16
R S T U V
73°17'15"
73°16'30"
73°15'45"
73°15'00"
40°48'30"
40°45'45"
40°45'00"
40°44'15"
EDGEWOOD
BRENTWOOD
WEST BRENTWOOD
BAYWOOD
NORTH BAY SHORE
BRIGHT-
Ross Brentwood HS
St. Joseph's Academy and Convent
South Shore Mall
Bay Shore HS
Deer Park Sta
SEE GRID U11
1 FRAN ST
2 TULIP WEST ST
3 ROSE LA
1648
1706

Gen 46

1648

COUNTY OF SUFFOLK

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY

PAMELA J. GREENE
DIVISION DIRECTOR

DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

BRIAN CULHANE
COMMISSIONER

July 19, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0500-223.00-03.00-109.000
MANUEL GOMEZ

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

LS:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

53

Introductory Resolution No. 1649-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
YACHT CLUB REALTY CORP.,
BY LARRY O. STODDARD, JR., PRESIDENT
0200-453.00-03.00-010.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 453.00, Block 03.00, Lot 010.000, and acquired by tax deed on November 02, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 04, 2009, in Liber 12605, at Page 51, and otherwise known and designated by the Town of Brookhaven, as Lot 4 on a certain map entitled "Map of Gordon Heights, Section 11" and filed in the Office of the Clerk of Suffolk County on January 12, 1948 as Map No. 1600; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 02, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 04, 2009 in Liber 12605 at Page 51.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, YACHT CLUB REALTY CORP., BY LARRY O. STODDARD, JR., PRESIDENT has made application of said above described parcel and YACHT CLUB REALTY CORP., BY LARRY O. STODDARD, JR., PRESIDENT has paid the application fee and has paid $4,949.98, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to YACHT CLUB REALTY CORP., BY LARRY O. STODDARD, JR., PRESIDENT, 2873 N.E. 35th Street, Ft. Lauderdale, Florida 33306, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1649

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 08, 2011

Tax Map No.: 0200-453.00-03.00-010.000
Name of Last Legal Fee Owner: YACHT CLUB REALTY CORP.,
BY LARRY O. STODDARD, JR., PRESIDENT

TREASURER'S COMPUTATION	$4,394.24
Taxes.....2010/2011	$555.74
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$4,949.98
Monies Received	$4,949.98
RESOLUTION AMOUNT	$4,949.98

APPROVED:

Karen A Slater 7/8/11
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0200	453.00	03.00	1649	010.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2006/07	1057.33
2007/08	1086.02
2008/09	828.84
2009/10	853.42

2010/11 PROPERTY TAXES $555.74 NOT INCLUDED IN COMPUTATION

	TOTAL:	3825.61
B. INTEREST DUE		359.38
C. TOTAL		4184.99
D. 5% LINE C		209.25
E. FEE		
F. MISC		
G. MISC		
H. TOTAL DUE		$4,394.24

7/8/11

CERTIFICATION BY COUNTY TREASURER

I, Douglas W. Sutherland, Chief Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby, certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 03-Feb-11

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 08/02/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1649

1. Type of Legislation

Resolution X
Tax Map Number 0200-453.00-03.00-010.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

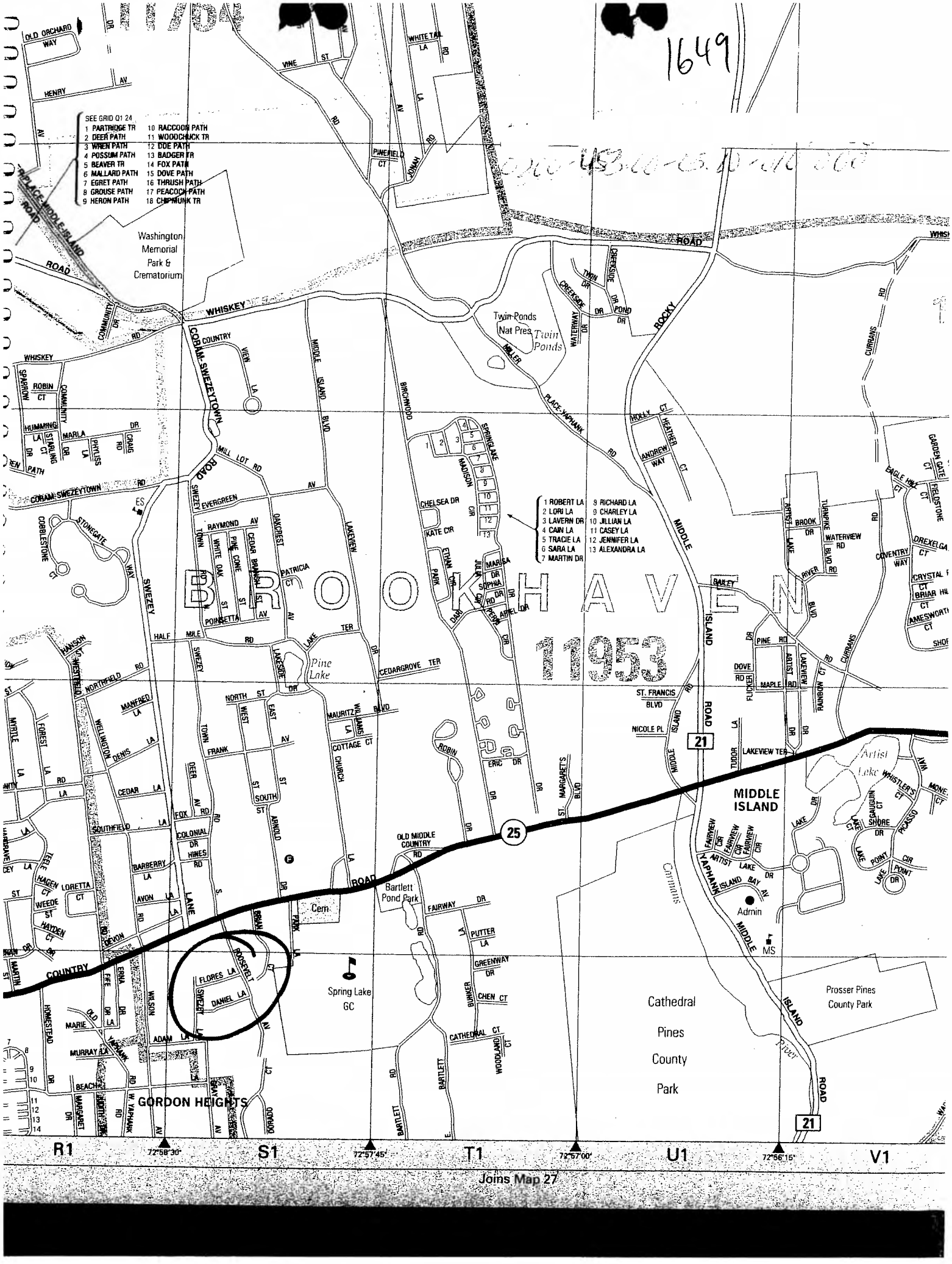
N/A

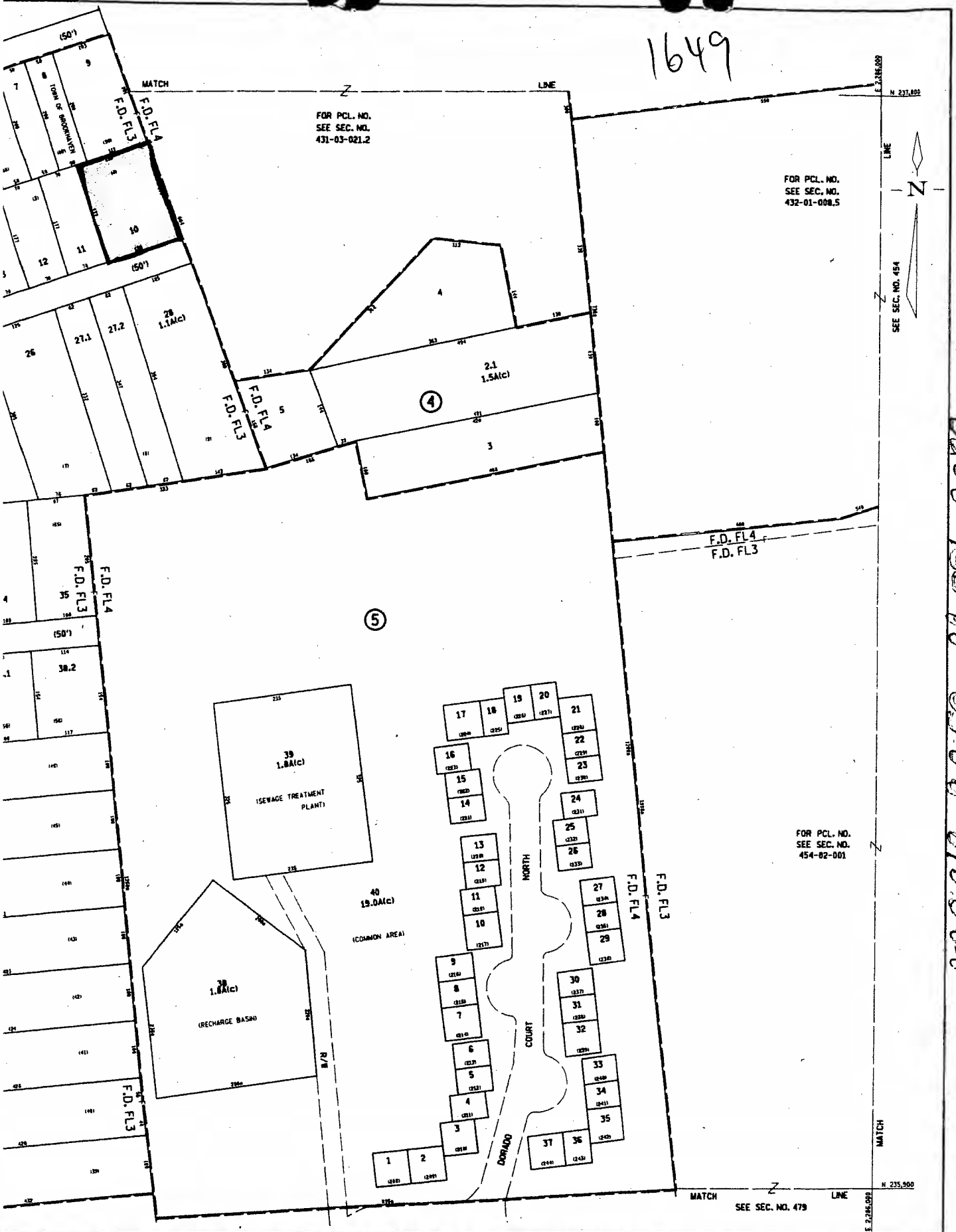
9. Timing of Impact

2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Diane Bishop Diane Bishop 7-8-11


1649
SEE GRID Q1 24
1 PARTRIDGE TR
2 DEER PATH
3 WREN PATH
4 POSSUM PATH
5 BEAVER TR
6 MALLARD PATH
7 EGRET PATH
8 GROUSE PATH
9 HERON PATH
10 RACCOON PATH
11 WOODCHUCK TR
12 DOE PATH
13 BADGER TR
14 FOX PATH
15 DOVE PATH
16 THRUSH PATH
17 PEACOCK PATH
18 CHIPMUNK TR
Washington Memorial Park & Crematorium
Twin Ponds Nat Pres
Twin Ponds
1 ROBERT LA
2 LORI LA
3 LAVERN DR
4 CAIN LA
5 TRACIE LA
6 SARA LA
7 MARTIN DR
8 RICHARD LA
9 CHARLEY LA
10 JILLIAN LA
11 CASEY LA
12 JENNIFER LA
13 ALEXANDRA LA
BROOKHAVEN
11953
Pine Lake
Artist Lake
MIDDLE ISLAND
Bartlett Pond Park
Spring Lake GC
Cathedral Pines County Park
Prosser Pines County Park
Admin
MS
GORDON HEIGHTS
Cem
R1
S1
T1
U1
V1
72°58'30"
72°57'45"
72°57'00"
72°56'15"
Joins Map 27



NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901

KEY MAP

TOWN OF BROOKHAVEN
VILLAGE OF
9200

SECTION NO
453

COUNTY OF SUFFOLK

1649

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY

PAMELA J. GREENE
DIVISION DIRECTOR

DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

BRIAN CULHANE
COMMISSIONER

July 19, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-453.00-03.00-010.000
YACHT CLUB REALTY CORP., BY LARRY O. STODDARD, JR., PRESIDENT

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

53

Introductory Resolution No. 1650-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JEFFREY A. OTTO AND JEANNE L. OTTO, HIS WIFE
0500-356.00-01.00-027.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 356.00, Block 01.00, Lot 027.000, and acquired by tax deed on November 23, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 30, 2010, in Liber 12644, at Page 471, and otherwise known and designated by the Town of Islip, as Lot No. 38, on a certain map entitled "Map of Willett Square", filed in the office of the Clerk of Suffolk County on July 29, 1920 as Map No. 761; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 23, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 30, 2010 in Liber 12644 at Page 471.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, JEFFREY A. OTTO AND JEANNE L. OTTO, HIS WIFE have made application of said above described parcel and JEFFREY A. OTTO AND JEANNE L. OTTO, HIS WIFE have paid the application fee and have paid $2,942.39, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to JEFFREY A. OTTO AND JEANNE L. OTTO, HIS WIFE, 32 Willett Avenue, Sayville NY 11782, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1650

July 11, 2011

Tax Map No.: 0500-356.00-01.00-027.000
Name of Last Legal Fee Owner: JEFFREY A. OTTO AND JEANNE L. OTTO, HIS WIFE

TREASURER'S COMPUTATION	$2,378.25
Taxes.....2010/2011	$564.14
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$2,942.39
Monies Received	$2,942.39
RESOLUTION AMOUNT	$2,942.39

APPROVED:

Annette Brownell 7/13/2011
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	1650	LOT
0500	356.00	01.00		027.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	702.64
2008/09	744.75
2009/10	701.51

2010/11 PROPERTY TAXES $564.14 NOT INCLUDED IN COMPUTATION

TOTAL:	2148.90
B. INTEREST DUE	116.10
C. TOTAL	2265.00
D. 5% LINE C	113.25
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$2,378.25

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 09-May-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 11/05/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1650

1. Type of Legislation

Resolution X
Tax Map Number 0500-356.00-01.00-027.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

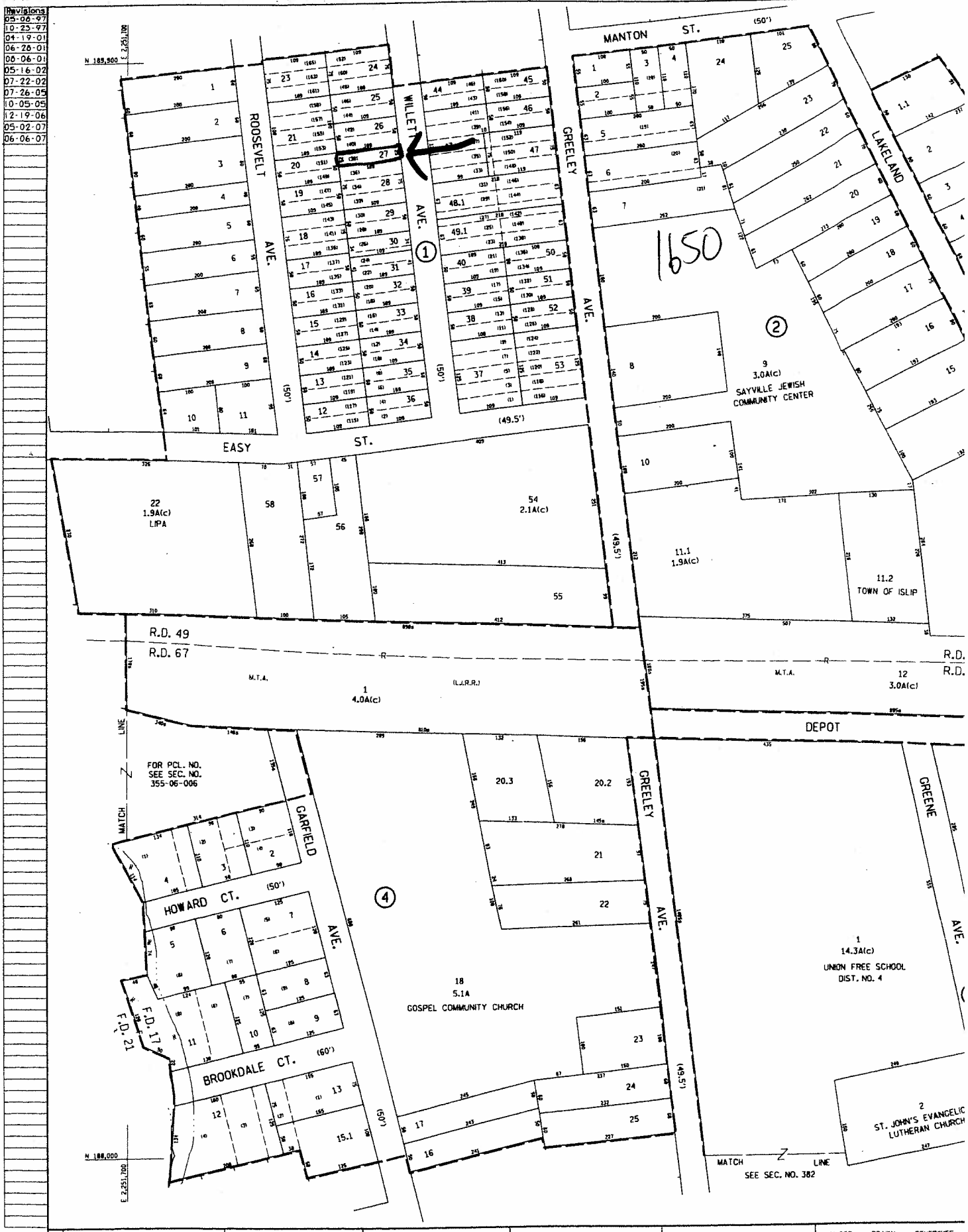
N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer Signature of Preparer Date

Lori Sklar Lori Sklar 7/13/11



LEGEND

Property or RR Line		Subdivision Lot No.	(12)	Block Limit		School District Line — SCH —	Hydrant District Line — H —
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line — F —	Refuse District Line — R —
Subdivision Lot Line		Deed Dimension	62			Water District Line — W —	Historical District Line — HST —
Stream / Shore		Scaled Dimension	62±	County Line		Light District Line — L —	Ambulance District Line — A —
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Town Line		Park District Line — P —	Wastewater District Line — WW —
		Calculated Area	12.1 A(c)	Village Line		Sewer District Line — S —	

UNLESS DRAWN OTHERWISE, ALL ARE WITHIN THE FOLLO

SCHOOL	4	SEWE	
FIRE	17	HYDR	
LIGHT		WATE	
PARK	1	REFUS	
AMBULANCE		WAST	

Tip
Quick estimate distance:
Each grid box represents approximately 0.85 mi. horizontally by 0.96 mi. vertically.
1650
F1
H1
J1
1796
WEST SAYVILLE
West Sayville Country Club at Charles R. Dominy County Park
Long Island Maritime Museum
St. John's University (Oakdale Campus)
Indian Creek
Green Pt
Island Hills CC
Sayville Sta
Sayville Learning Center
Sayville HS
SAYVILLE
St. Ann's Cem
West Sayville Beach
Sayville Beach
GREAT SOUTH BAY

Gen BS

1650

COUNTY OF SUFFOLK

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

July 19, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0500-356.00-01.00-027.000
JEFFREY A. OTTO AND JEANNE L. OTTO, HIS WIFE

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

LS:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

Introductory Resolution No. 1651-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
ALL ISLAND HOME BUILDERS, LLC, BY ALEX CUTRONE, PRESIDENT
0200-882.00-04.00-008.002

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 882.00, Block 04.00, Lot 008.002, and acquired by tax deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011, in Liber 12647, at Page 724, and otherwise known and designated by the Town of Brookhaven, as Lots 9890 to 9894 inclusive on certain map entitled "Mastic Park, Section 9" and filed in the Office of the Clerk of the County of Suffolk on April 18, 1922 as Map No. 612; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on January 05, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 05, 2011 in Liber 12647 at Page 724.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, ALL ISLAND HOME BUILDERS, LLC, BY ALEX CUTRONE, PRESIDENT has made application of said above described parcel and ALL ISLAND HOME BUILDERS, LLC, BY ALEX CUTRONE, PRESIDENT has paid the application fee and has paid $34,723.41, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2011, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to ALL ISLAND HOME BUILDERS, LLC, BY ALEX CUTRONE, PRESIDENT, 3 Red Bud Ct., Miller Place NY 11764, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1651

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 12, 2011

Tax Map No.: 0200-882.00-04.00-008.002
Name of Last Legal Fee Owner: ALL ISLAND HOME BUILDERS, LLC,
BY ALEX CUTRONE, PRESIDENT

TREASURER'S COMPUTATION	$25,652.15
Taxes.....2010/2011	$9,071.26
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$34,723.41
Monies Received	$34,723.41
RESOLUTION AMOUNT	$34,723.41

APPROVED:

Annette Brownell 7/13/2011
Accounting
DB:lag

PREPARED BY:
Diane Bishop
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	882.00	04.00 1651	008.002

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	822.64
2008/09	11647.64
2009/10	10606.17

2010/11 PROPERTY TAXES $9,071.26 NOT INCLUDED IN COMPUTATION

TOTAL:	23076.45
B. INTEREST DUE	1354.17
C. TOTAL	24430.62
D. 5% LINE C	1221.53
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$25,652.15

CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 30-Jun-11

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 12/27/11

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1651

Resolution X
Tax Map Number 0200-882.00-04.00-008.002

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

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

2011

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Diane Bishop | Diane Dishop | 7-12-11

1651

Revisions
12-10-97
05-08-98
06-28-99
11-09-99
02-04-00
10-18-00
02-01-01
11-19-01
06-05-02
06-18-02
12-24-02
12-31-02
08-11-03
01-02-04
04-29-05
06-06-05
06-24-05
09-22-05
02-24-06
03-16-06
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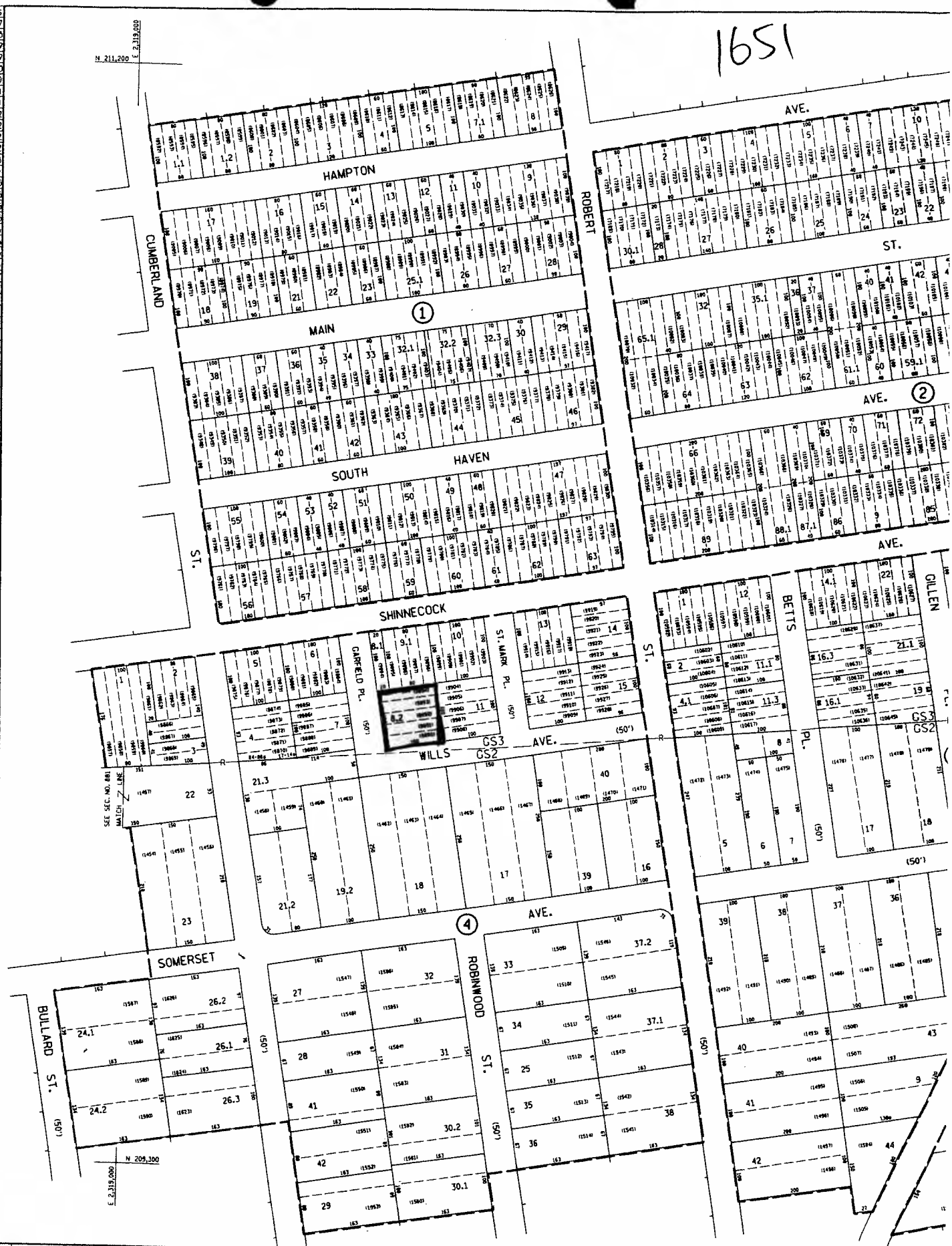
07-24-07
11-13-07
11-05-09

0200-88200-04-00-008002



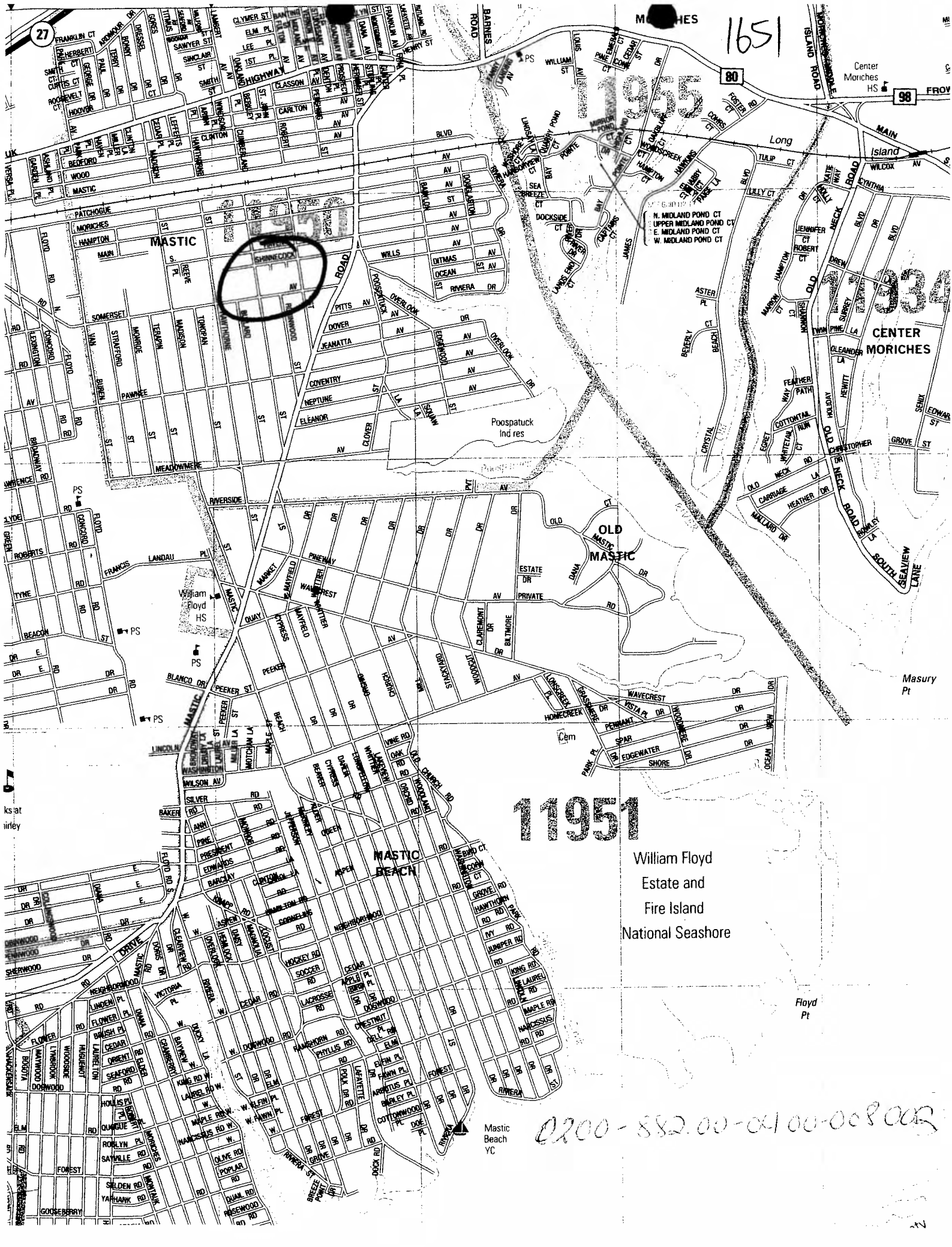
LEGEND

Property or Rill Line		Subdivision Lot No.	(12)	Block Limit		School District Line	SCH	Hydrant District Line	H
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line	F	Refuse District Line	R
Subdivision Lot Line		Deed Dimension	62	County Line		Water District Line	W	Historical District Line	HST
Street / Share		Scaled Dimension	62	Town Line		Light District Line	L	Ambulance District Line	A
						Park District Line	P	Wastewater District Line	WW

UNLESS DRAWN OTHERWISE, ALL ARE WITHIN THE FOLLOWING

SCHOOL	32	SEWER	
FIRE	FS1	HYDRANT	
LIGHT	LX1	WATER	
PARK		REFUSE	
AMBULANCE		WASTEWATER	

Revisions
10-01-96
10-28-96


1651
1955
1934
1951
MASTIC
MASTIC BEACH
OLD MASTIC
CENTER MORICHES
Long Island
Poospatuck Ind res
William Floyd HS
Center Moriches HS
Mastic Beach YC
Masury Pt
Floyd Pt
Cem
N. MIDLAND POND CT
UPPER MIDLAND POND CT
E. MIDLAND POND CT
W. MIDLAND POND CT
William Floyd Estate and Fire Island National Seashore
0200-582.00-04.00-008.002

Gen 129

COUNTY OF SUFFOLK

1651

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY

PAMELA J. GREENE
DIVISION DIRECTOR

DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

BRIAN CULHANE
COMMISSIONER

July 19, 2011

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-882.00-04.00-008.002
ALL ISLAND HOME BUILDERS, LLC, BY ALEX CUTRONE, PRESIDENT

Dear Mr. Crannell:

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

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Pamela J. Greene

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:
Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director
Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

DIVISION OF REAL PROPERTY & ACQUISITION & MANAGEMENT • H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY
P.O.BOX 6100 • HAUPPAUGE, NY 11788-0099 • Ph: (631)853-5972 • FAX (631)853-5905

1652

Intro. Res. No. -2011
Introduced by Presiding Officer Lindsay

Laid on Table 8/2/11

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW AMENDING RESOLUTION NO. 440-2011, A LOCAL LAW TO BAN THE SALE AND USE OF COAL TAR SEALERS IN SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW AMENDING RESOLUTION NO. 440-2011, A LOCAL LAW TO BAN THE SALE AND USE OF COAL TAR SEALERS IN SUFFOLK COUNTY**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW AMENDING RESOLUTION NO. 440-2011, A LOCAL LAW TO BAN THE SALE AND USE OF COAL TAR SEALERS IN SUFFOLK COUNTY

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Resolution No. 440-2011 banned the sale of coal tar based asphalt sealers in Suffolk County.

This Legislature also finds and determines that additional time is required to properly implement and enforce this law.

Therefore, the purpose of this law is to amend the effective date of Resolution No. 440-2011 from January 1, 2012 to July 1, 2012.

Section 2. Amendments.

Section 11 of Resolution No. 440-2011 is hereby amended as follows:

Section 11. Effective Date.

This law shall take effect on **[**January**]** July 1, 2012.

Section 3. Applicability.

This law shall apply to all actions occurring 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 filing in the Office of the Secretary of State.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\l-amend coal tar effective date

1652

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 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. 1652-2011; A LOCAL LAW AMENDING RESOLUTION NO. 440-2011, A LOCAL LAW TO BAN THE SALE AND USE OF COAL TAR SEALERS IN SUFFOLK COUNTY

SPONSOR: PRESIDING OFFICER LINDSAY

DATE OF RECEIPT BY COUNSEL: 7/27/11 PUBLIC HEARING: 8/16/11

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

This proposed local law would amend Resolution No. 440-2011 to change the effective date from January 1, 2012 to July 1, 2012.

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-amend coal tar sealers

1653

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by Legislator Browning

RESOLUTION NO. -2011, AUTHORIZING USE OF SMITH POINT COUNTY PARK PROPERTY BY MASTIC BEACH AMBULANCE COMPANY FOR "HELP US SAVE YOU PROGRAM"

WHEREAS, the Mastic Beach Ambulance Company responds to 300 calls per year at the Smith Point County Park and over 2,000 calls throughout the community of Mastic Beach; and

WHEREAS, the Mastic Beach Ambulance Company would like to use the tollbooth entrances and exits at Smith Point County Park for the purpose of posting signs that ask the public "Help Us Save You"; and

WHEREAS, this Legislature authorized the Mastic Beach Ambulance Company to use the Smith Point County Park for this same purpose in 2010; and

WHEREAS, the sign would be posted during the 2011 Labor Day Holiday, from September 3, 2011 through September 5, 2011, from 9:00 a.m. through 4:00 p.m. each day; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Ten and 00/100 Dollars ($10.00), per diem, payment of which shall be guaranteed by the Mastic Beach Ambulance Company; and

WHEREAS, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured has been provided by the Mastic Beach Ambulance Company; and

WHEREAS, the use of County property to help raise money would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e., the tollbooth at Smith Point County Park by the Mastic Beach Ambulance Company, in consideration of the payment of Ten and 00/100 Dollars ($10.00), per diem, for the purpose of posting signs that ask the public "Help Us Save You" during the 2011 Labor Day Holiday from September 3, 2011 through September 5, 2011, from 9:00 a.m. through 4:00 p.m. each day is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from the Department, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

2nd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for support of the

public-safety services provided by the Mastic Beach Ambulance Company at the Smith Point County Park in Brookhaven; and be it further

3rd **RESOLVED**, that the Mastic Beach Ambulance Company shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

4th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-use-smith-point-help-us-save-you

1654

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by Legislator Browning

RESOLUTION NO. -2011, AUTHORIZING USE OF SMITH POINT COUNTY PARK FOR MERCY CENTER MINISTRIES 5K RACE

WHEREAS, Mercy Center provides vulnerable young people with a safe harbor and offers support and stability to them and their families; and

WHEREAS, Mercy Center houses young women with unplanned pregnancies to help them during what is often a difficulty time; and

WHEREAS, Mercy Center Ministries, Inc. is hosting a 5K Race at Smith Point County Park for the purpose of raising funds in support the growing number of homeless teens in Suffolk County; and

WHEREAS, the 5K race will be held on Saturday, October 22, 2011 at Smith Point County Park; and

WHEREAS, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by Mercy Center Ministries, Inc.; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Two Hundred Twenty-Five Dollars and 00/100 ($225.00), payment of which shall be guaranteed by the Mercy Center Ministries, Inc.; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e., the Smith Point County Park, in consideration of the payment of Two Hundred Twenty-Five Dollars and 00/100 ($225.00), for the purpose of a 5K race on Saturday, October 22, 2011, between the hours of 7:00 a.m. and 1:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from the Mercy Center Ministries, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

2nd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 378-7 of the SUFFOLK COUNTY CODE to issue a permit to the Mercy Center Ministries, Inc. The Department of Parks, Recreation and Conservation and the County Department of Public Works are further authorized, empowered and directed to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the 5K Race for the Mercy Center Ministries, Inc.; and be it further

3rd **RESOLVED**, that the Mercy Center Ministries, Inc., will also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

4th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

s:\res\r-mercy-center-ministries-5k-race-Smith-point

1655

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by Legislator Browning

RESOLUTION NO. -2011, AUTHORIZING THE USE OF SMITH POINT COUNTY PARK PROPERTY, CATHEDRAL PINES COUNTY PARK, SOUTHAVEN COUNTY PARK, AND SMITH POINT MARINA BY THE LONG ISLAND 2 DAY WALK TO FIGHT BREAST CANCER, INC., FOR BREAST CANCER WALK IN 2012

WHEREAS, The Long Island 2 Day Walk to Fight Breast Cancer, Inc., is a not-for-profit corporation dedicated to finding a cure for breast cancer; and

WHEREAS, The Long Island 2 Day Walk to Fight Breast Cancer, Inc., would like to use the Smith Point County Park, Cathedral Pines County Park, Southaven County Park, and Smith Point Marina for the purpose of hosting a walkathon to raise funds for breast cancer outreach and educational efforts, as well as to help local organizations with their fight against breast cancer; and

WHEREAS, the walkathon would be held on Friday, June 8, 2012, Saturday, June 9, 2012, and Sunday, June 10, 2012; and

WHEREAS, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by The Long Island 2 Day Walk to Fight Breast Cancer, Inc.; and

WHEREAS, the use of County property for a walkathon would promote and protect the public health and general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e., the Smith Point County Park in Shirley, in consideration of the payment of Fifty and 00/100 Dollars ($50.00) per diem, for the purpose of a walkathon to fight breast cancer on Friday, June 8, 2012 from 8:00 a.m. through Sunday, June 10, 2012 at 6:00 p.m., the proceeds of which shall be allocated directly to breast cancer organizations to fund breast cancer outreach and educational activities, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from The Long Island 2 Day Walk to Fight Breast Cancer, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel and Civil Service; and be it further

2nd **RESOLVED**, that the use of County-owned property, i.e., the Cathedral Pines County Park in Middle Island, in consideration of the payment of Fifty and 00/100 Dollars ($50.00) per diem, for the purpose of a walkathon to fight breast cancer on Friday, June 8, 2012 from 8:00 a.m. through Sunday, June 10, 2012 at 5:00 p.m., the proceeds of which shall be allocated directly to breast cancer organizations to fund breast cancer outreach and educational activities, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from The Long Island 2 Day Walk to Fight Breast Cancer, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel and Civil Service; and be it further

3rd **RESOLVED**, that the use of County-owned property, i.e., the Southaven Park in Shirley, in consideration of the payment of Fifty and 00/100 Dollars ($50.00) per diem, for the purpose of a walkathon to fight breast cancer on Saturday, June 9, 2012 from 8:00 a.m. to 3:00 p.m., the proceeds of which shall be allocated directly to breast cancer organizations to fund breast cancer outreach and educational activities, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from The Long Island 2 Day Walk to Fight Breast Cancer, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

4th **RESOLVED**, that the use of County-owned property, i.e., the Smith Point Marina in Shirley, in consideration of the payment of Fifty and 00/100 Dollars ($50.00) per diem, for the purpose of a walkathon to fight breast cancer on Sunday, June 10, 2012 from 7:30 a.m. to 4:00 p.m., the proceeds of which shall be allocated directly to breast cancer organizations to fund breast cancer outreach and educational activities, is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from The Long Island 2 Day Walk to Fight Breast Cancer, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

5th **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for support of the public-safety services provided by The Long Island 2 Day Walk to Fight Breast Cancer, Inc., at Smith Point County Park in Shirley, Cathedral Pines County Park in Middle Island, Southaven Park in Shirley, and Smith Point Marina by The Long Island 2 Day Walk to Fight Breast Cancer, Inc.; and be it further

6th **RESOLVED**, that The Long Island 2 Day Walk to Fight Breast Cancer, Inc., shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

7th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-2-day-breast-cancer-walk-2012

1656

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by Legislator Stern

RESOLUTION NO. -2011, AUTHORIZING TRANSFER OF SURPLUS BLACKBERRY MOBILE DEVICES TO THE SUFFOLK COUNTY COALITION AGAINST DOMESTIC VIOLENCE

WHEREAS, the Suffolk County Department of Information Technology has submitted to the Purchasing Department a list of surplus blackberry mobile devices which have been declared surplus; and

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

WHEREAS, the Suffolk County Coalition Against Domestic Violence has requested the donation of thirteen (13) blackberry mobile devices from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of this equipment; now, therefore, be it

1st **RESOLVED**, that the Suffolk County Department of Information Technology is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:	**ID NUMBER**
Suffolk County Coalition Against Domestic Violence	076 139 779 86
P.O. Box 1269	076 029 464 15
Bay Shore, NY 11706	076 094 717 49
Contact Person: Joanne Sanders	076 155 105 42
631-666-7181	076 094 714 27
	A000001C 02404A
	A000001C 2E82AF
	A000001C 2F91B9
	A000001C 719CF4
	A000001C B82EBA
	A000001C D9744B
	A000001C D863F4
	A000001C D88CCC

and be it further

2nd **RESOLVED**, that the above described surplus County personal property is hereby declared to be of scrap value only and is transferred to the above listed organization for nominal consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

3rd **RESOLVED**, that the above named organization shall assume responsibility for the removal and transportation of said equipment; and be it further

4th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-surplus-blackberry-information-tech-coalition-domestic-violence

1657

Intro. Res. No. -2011
Introduced by Legislator Stern

Laid on Table 8/2/11

RESOLUTION NO. -2011, AUTHORIZING TRANSFER OF SURPLUS BLACKBERRY MOBILE DEVICES TO THE SOUTH EAST CONCERNED CIVIC ASSOCIATION

WHEREAS, the Suffolk County Department of Information Technology has submitted to the Purchasing Department a list of surplus blackberry mobile devices which have been declared surplus; and

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

WHEREAS, the South East Concerned Civic Association has requested the donation of three (3) blackberry mobile devices from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of this equipment; now, therefore, be it

1st **RESOLVED**, that the Suffolk County Department of Information Technology is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:	**ID NUMBER**
South East Concerned Civic Association	076 139 859 49
220 Washington Avenue	076 020 670 06
Deer Park, NY 11729	076 132 986 85
Contact Person: Lamont Wilson	
631-252-8076	

and be it further

2nd **RESOLVED**, that the above described surplus County personal property is hereby declared to be of scrap value only and is transferred to the above listed organization for nominal consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

3rd **RESOLVED**, that the above named organization shall assume responsibility for the removal and transportation of said equipment; and be it further

4th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-surplus-blackberry-information-tech-concerned-civic-assoc

1658

Intro. Res. No. -2011
Introduced by Legislator Romaine

Laid on Table 8/2/11

RESOLUTION NO. -2011, AUTHORIZING PLANNING STEPS FOR THE ACQUISITION OF DEVELOPMENT RIGHTS UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007 - STARKIE FARM PROPERTY - TOWN OF SOUTHOLD (SCTM NO. 1000-096.00-03.00-009.000)

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of farmland development rights pursuant to Chapter 8 of the Suffolk County Code; and

WHEREAS, the parcel(s) listed in Exhibit "A" of this resolution meets the criteria for acquisition under the Drinking Water Protection Program; and

WHEREAS, adequate funding is provided for, pursuant to Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, from 31.10% of the sales and compensating use tax proceeds, for the acquisition of farmland development rights of such lands; now, therefore be it

1st **RESOLVED**, that the parcel(s) listed in Exhibit "A" of this resolution, consisting of approximately 17.7 acres, are hereby approved for preliminary planning steps and ultimate inclusion in the Suffolk County Drinking Water Protection Program pursuant to Article XII of the SUFFOLK COUNTY CHARTER for farmland development rights use; and be it further

2nd **RESOLVED**, that the parcel(s) listed in Exhibit "A" meet the criteria required by the Suffolk County Drinking Water Protection Program; and be it further

3rd **RESOLVED**, that the Commissioner of the County Department of Public Works is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to have surveys and maps prepared for the subject parcel(s); and be it further

4th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management within the County Department of Environment and Energy, or his or her deputy, is hereby authorized, empowered, and directed, pursuant to Section 42-2(C) of the SUFFOLK COUNTY CHARTER, to have the subject parcel(s) appraised, environmentally audited, and searched for title; and be it further

5th **RESOLVED**, that the cost of such surveys, title searches, audits, maps and/or appraisals, if any, shall be paid from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

6th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management within the County Department of Environment and Energy, or his or her deputy, is hereby further authorized, empowered, and directed, pursuant to Section 42-2(C) of the SUFFOLK COUNTY CHARTER, to utilize such valid appraisals for the subject parcel(s) as may

be made available to the County by any pertinent municipality, either voluntarily or upon request by the County of Suffolk; and be it further

7th **RESOLVED**, that the County of Suffolk may reimburse any municipality, whose appraisal is utilized for the above-described purpose, for the cost of obtaining such appraisal in the event that the County elects to utilize such appraisals for the subject parcel(s); and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-starkie-farm-development-rights-plan-steps

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	1000	17.7	PHC Realty
	Section	096.00		c/o George Starkie
	Block	03.00		PO Box 915
	Lot	009.000		Cutchogue, NY 11935

EXHIBIT "A"

Introductory Resolution No. 1659-11 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE DISTRIBUTION OF PROCEEDS FROM AUCTION SALE, PURSUANT TO SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION 42-4(L)
MARY MICHAELIS
0200-421.00-04.00-030.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 421.00, Block 04.00, Lot 030.000, and acquired by tax deed on March 29, 2001, from John Cochrane, the County Treasurer of Suffolk County, New York, and recorded on March 29, 2001, in Liber 12110, at Page 677, and otherwise known as and by Town of Brookhaven, as District 0200, Section 421.00, Block 04.00, Lot 030.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on March 29, 2001, from John Cochrane, the County Treasurer of Suffolk County, New York, and recorded on March 29, 2001 in Liber 12110 at Page 677.

WHEREAS, the County was issued a tax deed on March 29, 2001 to property identified as SCTM No. 0200-421.00-04.00-030.000 (the "Premises") for failure to pay real property taxes for the 1996/97 tax year; and

WHEREAS, the Claimant and her husband, William Michaelis were the owners of said Premises as tenants by the entirety at the time the tax deed was issued to the County; and

WHEREAS, the Premises was sold to the Claimants son, John Ryan at the surplus property auction held by the County on October 15, 2007 for the sum of THREE HUNDRED THOUSAND and 00/100 DOLLARS ($300,000.00) with the closing on said auction sale taking place on June 27, 2008; and

WHEREAS, on or about March 31, 2009 Claimant, as the sole owner of the Premises and surviving spouse of William Michaelis who died on December 30, 2008, filed an application with the Division of Real Property Acquisition and Management for a "distribution from the proceeds of the auction sale", pursuant Suffolk County Administrative Code §42-4(L); and

WHEREAS, the County, pursuant to the aforementioned application filed by Claimant, prepared an appraisal of the Premises showing its value to be ONE HUNDRED NINETY-FIVE THOUSAND and 00/100 DOLLARS ($195,000.00) as of the date the tax deed was issued to the County on March 29, 2001;

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

2nd - **RESOLVED**, in accordance with Suffolk County Administrative Code § 42-4 (L), the Director of the Division of Real Property Acquisition and Management is authorized to execute a reimbursement of an equity share of auction proceeds previously remitted to the Suffolk County Treasurer (through Trust and Agency Claim No. 3780, dated July 30, 2008) in the amount of $98,881.61; and

3rd - **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to MARY MICHAELIS, 59 Hunter Lane, Centereach, New York 11720, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

1659

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0200-421.00-04.00-030.000

2. Title of Proposed Legislation

Authorizing the Suffolk County Treasurer to pay the sum of $98,881.61 to Mary Michaelis.

3. Purpose of Proposed Legislation

Comply with Suffolk County Administrative Code § 42-4 (L) – authorization to distribute proceeds from an equity claim.

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will forgo the amount of gain from the sale of auctioned property.

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

2011

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Pamlela J. Greene | P Greene | July 18, 2011

1659

COUNTY OF SUFFOLK

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISTION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

July 18, 2011

Ken Crannell, Intergovernmental Relations
H. Lee Dennison Bldg. – 11th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-421.00-04.00-030.000
MARY MICHAELIS

Dear Mr. Crannell:

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

Suffolk County Administrative Code § 42-4 (L) – authorization to distribute proceeds from an equity claim.

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

Very truly yours,

Pamela J. Greene,
Director of Division of Real Property
Acquisition and Management

Enclosures
Resolution + one copy
Legislative Memorandum

Copy of Resolution to:
Ken Crannell, Intergovernmental Relations (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Neil Toomb, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:
Eric Kopp, Assistant Deputy County Executive
Eric C. Naughton, Budget Director

Intro. Res. No.- 1660-11 LOT 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING 100% GRANT FUNDING IN THE AMOUNT OF $31,946 FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE SAFETY NET ASSISTANCE PROJECT (SNAP) AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT

WHEREAS, the New York State Office of Temporary and Disability Assistance has re-appropriated $31,946 for Suffolk County to re-implement the Safety Net Assistance Project (SNAP) to provide specialized services to Safety Net Non Maintenance of Effort recipients; and

WHEREAS, the New York State Office of Temporary and Disability Assistance has re-designated Suffolk County as the recipient of 100% state funding in the amount of $31,946; and

WHEREAS, the purpose of the grant is to provide funds for case management services targeting Safety Net Non MOE recipients with substance abuse affliction and related disabilities who have been absent from the work force for an extended period of time;

WHEREAS, the New York State Office of Temporary and Disability assistance has approved the grant proposal developed in collaboration with the Education and Assistance Corporation, Inc. as the provider of the SNAP project; and

WHEREAS, the New York State Office of Temporary Disability Assistance has approved the grant proposal developed in collaboration with the Education and Assistance Corporation, Inc. as the provider of the Safety Net Assistance Project (SNAP); and

WHEREAS, this program is 100% funded by state funds; and

WHEREAS, it is in the best interest of Suffolk County to accept these funds; now, therefore, be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept the following funds:

REVENUES:		$31,946
001-3610	STATE AID: Administration	$31,946

and, be it further

2nd **RESOLVED**, that total funds in the amount of $31,946 be and they are hereby appropriated as follows:

ORGANIZATIONS: $31,946

Department of Social Services
Housing, and Employment Services
001-DSS-6008

4000 – Contractual Expenses	$31,946
4980 – JDQ1 - Education and Assistance Corporation, Inc.	$31,946

and, be it further

3rd RESOLVED, that the deadline for expending funds is December 31, 2011; and be it further

4th RESOLVED, that the County Executive and the Commissioner of Social Services be and they are hereby authorized to execute a contract with the Education and Assistance Corporation, Inc. for the Safety Net Assistance Project (SNAP).

DATED: _____

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval_____

1660

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING 100% GRANT FUNDING IN THE AMOUNT OF $31,946 FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE SAFETY NET ASSISTANCE PROJECT (SNAP) AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT

3. Purpose of Proposed Legislation

The purpose of this resolution is to accept re-appropriated state funding in the amount of $31,946 to re-implement the Safety Net Assistance Project (SNAP) to provide specialized case management services targeting Safety Net Non MOE recipients with substance abuse affliction and related disabilities who have been absent from the work force for an extended period of time. The program will be operated by the Education and Assistance Corporation, Inc.

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political of other Subdivision.

100% state funded.

8. Proposed Source of Funding.

State Aid

9. Timing of Impact.

Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Kenneth Knappe Principal Management Analyst		7-7-11

SCIN FORM 175b (10/95)

1660

NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
40 NORTH PEARL STREET
ALBANY, NEW YORK 12243-0001

David A. Paterson
Governor

January 12, 2010

Mr. Gregory Blass
Commissioner
Suffolk County Department of Social Services
3085 Veterans Memorial Highway
Ronkonkoma, NY 11779

Dear Commissioner Blass:

Thank you for submitting your proposal in response to 09-LCM-16 to participate in the Safety Net Assistance Project (SNAP). I appreciate the time and effort that you and your staff spent in completing your submission. I am pleased to inform you that your proposal has been approved in the amount of $50,000 for calendar year 2010.

Thirty proposals representing totaling over $1.4 million were submitted in competition for $765,000 in available funds. You are to be commended for being one of the sixteen counties that were selected in a very competitive process, as many that were not selected were also very good proposals. The large number of proposals is indicative of the interest in working with the exempt and work limited Safety Net population.

As you prepare to implement your program please make sure that the enclosed program requirements are met. Reporting instructions are also included as an attachment.

Please contact Susanne Haag at (518) 486-6291 if you have any questions on SNAP or TRACS2. We look forward to working with you as you implement your program.

Sincerely,

Elizabeth R. Berlin
Executive Deputy Commissioner

Enclosures

1660

June 17, 2011

Mr. Gregory Blass
Commissioner
Suffolk County DSS
3085 Veterans Memorial Highway
Ronkonkoma, New York 11779

Dear Commissioner Blass:

The purpose of this letter is to inform you that the expenditure period for the SNAP 8 funds previously awarded to your district through 09-LCM-16 has been extended from June 30, 2011 to December 31, 2011.

Expenditures must be consistent with your district's approved SNAP 8 plan and must be expended by December 31, 2011 to be reimbursable. Final claims must be received by February 15, 2012.

If you have any questions regarding this letter, please contact Susanne Haag at (518) 486-6291 or Susanne.Haag@otda.state.ny.us.

Sincerely,

/s/ BCG 6/17/11
Barbara C. Guinn
Director
Employment and Advancement Services

cc: Thomas Contegni
John Healey
Susanne Haag

Report # 24

Month of: April, 2011

1660

SNAP 8
1/10 - 6/11

Month	JDQ1 EAC	Allocation/ Balance
***	*	50,000
1/10	0	50,000
2/10	0	50,000
3/10	0	50,000
4/10	0	50,000
5/10	0	50,000
6/10	0	50,000
7/10	18,054	31,946
8/10	0	31,946
9/10	0	31,946
10/10	0	31,946
11/10	0	31,946
12/10	0	31,946
1/11	0	31,946
2/11	0	31,946
3/11	0	31,946
4/11	0	31,946
5/11		31,946
6/11		31,946
TOTALS:	18,054	31,946

* Allocation as per OTDA Letter dated 1/12/10 (09-LCM-16)

*** Dates extended as per 7/13/10 FUFF

Gen D2

COUNTY OF SUFFOLK

1660 JUL 15 2011

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

Gregory J. Blass
Commissioner

Memorandum

To: Ken Crannell, Deputy County Executive

From: Gregory J. Blass, Commissioner
Department of Social Services

Date: July 7, 2011

Subject: **REQUEST FOR LEGISLATION:**
Accepting 100% funding from the NYS OTDA for the Safety Net Assistance Project (SNAP)

I am requesting the introduction of the attached legislative resolution:

"ACCEPTING AND APPROPRIATING 100% GRANT FUNDING IN THE AMOUNT OF $31,946 FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE SAFETY NET ASSISTANCE PROJECT (SNAP) AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT"

The New York State Office of Temporary and Disability Assistance has re-designated Suffolk County as the recipient of State funding in the amount of $31,946 to provide specialized case management services targeting Safety Net Non MOE recipients with substance abuse affliction and related disabilities who have been absent from the work force for an extended period of time. The program will be operated by the Education and Assistance Corporation, Inc.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), grant approval letter and related back-up material. If you have any questions, please contact Kenneth Knappe at 854-9939.

Enc.
c: Christopher Kent, Chief Deputy County Executive
ec: CE Reso. Review Distribution List

1661

Intro. Res. No. – 2011 Laid on Table 8/2/11

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

RESOLUTION NO. -2011 AUTHORIZING EXECUTION OF AN ENVIRONMENTAL EASEMENT AND OTHER DOCUMENTS WITH RESPECT TO THE STATE ASSISTANCE CONTRACTS FOR THE FORMER BELLPORT GAS STATION – SCTM# 0200-975.80-04.00-020.000 p/o

WHEREAS, the County of Suffolk is the owner of certain property located at 1401 Montauk Highway, East Patchogue, NY, also known as the Former Bellport Gas Station (also designated as Suffolk County Tax Map Number 0200-975.80-04.00-020.000 ; and

WHEREAS, Resolution No. 1363-2005, as amended by Resolution No. 859-2007, authorized a Chief Deputy County Executive to act on behalf of the County in all matters related to State assistance under ECL Article 56, Title, 5, including execution of a State Assistance Contract for environmental restoration projects; and

WHEREAS, pursuant to the above resolutions, the County of Suffolk has entered into two (2) State Assistance Contracts with the New York State Department of Environmental Conservation (NYSDEC), captioned as, "New York State Department of Environmental Conservation, 1996 Clean Water/Clean Air Bond Act, Environmental Restoration Program, State Assistance Contract, In re: Municipality Name: Suffolk County, Site Name: Former Bellport Gas Station, Site Address: 1401 Montauk Highway, Site Number E152194," State Contract No. T303811 and No. C304320, attached hereto as Exhibits A and B, respectively, and made a part hereof; and

WHEREAS, both State Assistance Contracts require the County of Suffolk to enter into an Environmental Easement covering a portion of the property to run with the land in favor of New York State, which Environmental Easement shall comply with the requirements of New York Environmental Conservation Law (ECL) Article 71, Title 36; and

WHEREAS, the Environmental Easement shall include the following types of restrictions and requirements:

- The property shall be used only for Restricted Residential, Commercial or Industrial Uses, as described in 6 NYCRR Part 375-1.8(g)(2); and
- Restrict use of groundwater; and
- Prohibit vegetable gardens on the site, though community vegetable gardens may be considered with approval by the New York State Department of Environmental Conservation; and
- Continued monitoring of groundwater; and

- Restrict disturbance of soils deeper than 15' below grade without notification of the NYSDEC; and

- Excavation of soil must be done in accordance with the Excavation Plan contained in the Soil Management Plan; and

- Monitoring and Inspection; and

- Periodic reporting to the New York State Department of Environmental Conservation; and

- Annual Certification; and

- Any restrictions established by the Site Management Plan, as approved by the New York State Department of Environmental Conservation; and

- Any other restrictions or requirements by the New York State Department of Environmental Conservation; and

WHEREAS, a Draft Environmental Easement is attached hereto as Exhibit C; and

WHEREAS, after compliance with and completion of the requirements of the State Assistance Contract, the County of Suffolk shall be entitled to partial reimbursement of its eligible expenses in connection with the subject property and liability protection under New York Environmental Conservation Law § 56-0509; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes, directs and empowers a Chief Deputy County Executive to act as the representative on behalf of the County of Suffolk in all matters related to, required by or necessary to fulfill the State Assistance Contracts with the New York State Department of Environmental Conservation (NYSDEC) (attached hereto as Exhibits "A" and "B" and made a part hereof); and be it further

2nd RESOLVED, that a Chief Deputy County Executive is hereby authorized, empowered and directed to execute all documents and take all actions necessary to comply with the State Assistance Contracts (Exhibits A and B), including, but not limited to, execution and recording of an Environmental Easement covering a portion of the Former Bellport Gas Station Site in favor of NYSDEC (Draft Environmental Easement attached hereto as Exhibit C and incorporated by reference) and execution of such other documents as are necessary to convey the Environmental Easement to NYSDEC, and to otherwise act for the County of Suffolk in all matters related to the State Assistance Contracts and the Environmental Easement; and, be it further

3rd RESOLVED, that the Environmental Easement shall include the following types of restrictions and requirements:

- The property shall be used only for Restricted Residential, Commercial or Industrial Uses, as described in 6 NYCRR Part 375-1.8(g)(2); and

- Restrict use of groundwater; and

- Prohibit vegetable gardens on the site, though community vegetable gardens may be considered with approval by the New York State Department of Environmental Conservation; and

- Continued monitoring of groundwater; and

- Restrict disturbance of soils deeper than 15' below grade without notification of the New York State Department of Environmental Conservation; and

- Excavation of soil must be done in accordance with the Excavation Plan contained in the Soil Management Plan; and

- Monitoring and Inspection; and

- Periodic reporting to the New York State Department of Environmental Conservation; and

- Annual Certification; and

- Any restrictions established by the Site Management Plan, as approved by the New York State Department of Environmental Conservation; and

- Any other restrictions or requirements by the New York State Department of Environmental Conservation.

4th RESOLVED, that the execution and delivery on behalf of and in the name of the County by a Chief Deputy County Executive of the State Assistance Contracts and the Environmental Easement presented to the members of the Legislature at this meeting in this Resolution is hereby authorized and directed, with such changes therein as the NYSDEC may require, the Chief Deputy County Executive may accept, and the County Attorney may approve; and be it further

5th RESOLVED, that the execution and delivery of such State Assistance Contracts and Environmental Easement shall be conclusive evidence of approval of any such changes and of the authorization and direction thereof by this Legislature; and, be it further

6th RESOLVED, that one (1) certified copy of this resolution shall be prepared and sent to the NYSDEC; and, be it further

7th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action pursuant to Title 6 NYCRR Section 617.5(c)(20) and (27) since it constitutes a local legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

1661

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

   Authorizing execution of an environmental easement and other documents with respect to the state assistance contracts for the former Bellport Gas Station

3. Purpose of Proposed Legislation

   To authorize the County to enter into an environmental easement covering a portion of the former Bellport Gas Station site.

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

5. If the answer to Item 4 is "yes", on what will it impact?

   __X__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

   May result in lower value of sale at public auction

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

   Unknown

8. Proposed Source of Funding

   Unknown

9. Timing of Impact

   2011

10. Typed Name & Title of Preparer Signature of Preparer Date

    PAMELA J. GREENE _____ _____ _____
    Division Director

Gen D3

COUNTY OF SUFFOLK

1661 JUL 0 5 2011

STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN T. CULHANE
COMMISSIONER

July 1, 2011

Ken Crannell
Deputy County Executive
Intergovernmental Relations
H. Lee Dennison Building - 11th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-975.80-04.00-020.000 p/o
Authorizing the Execution of an Environmental Easement with Respect to the State Assistance Contracts for the Former Bellport Gas Station of County Owned Real Estate

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Authorizing the Execution of an Environmental Easement With Respect to the State Assistance Contracts for the Former Bellport Gas Station of County Owned Real Estate.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Pamela J. Greene
Director of Division of Real Property
Acquisition and Management

PJG:WRT:slb

Resolution + 1 copy
Sponsor's Memo

Copy w/ Resolution to:
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Connie R. Corso, Deputy County Executive for Finance and Administration
Eric Kopp, Assistant Deputy County Executive
Sarah Lansdale, Director of Planning
CE Reso Review via e-mail

Intro. Res. No. 1662 - 2011 Laid on Table 8/2/2011
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011 AUTHORIZING A LEASE AGREEMENT WITH HOLEY MOSES CHEESECAKE FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT

WHEREAS: Suffolk County owns and through its Department of Economic Development and Workforce Housing operates and maintains Francis S. Gabreski Airport in Westhampton; and

WHEREAS: Holey Moses Cheesecake has submitted an application to lease Building 332 and Building 337, approximately 2,866 sq. ft. total, at Gabreski Airport for the purpose of operating a wholesale cheesecake bakery; and

WHEREAS: this project is in compliance with the adopted 1990 Airport Master Plan Update, the 2008 Airport Master Plan Draft Update, the 1995 Central Pine Barrens Comprehensive Land Use Plan, the 1992 Long Island Comprehensive Special Groundwater Protection Area Plan, the 1999 Town of Southampton Comprehensive Update Implementation Strategies Plan and the Town of Southampton Aquifer Protection Overlay District requirements; and

WHEREAS: through Executive Order 26-2006, the County Executive created the Airport Conservation and Assessment Panel (ACAP), comprised mostly of local community representatives, to evaluate applications for proposed leases, lease renewals, lease extensions, lease modifications and licenses and to issue formal recommendations to the County Executive, the CEQ and the County Legislature; and

WHEREAS: the Airport Conservation and Assessment Panel reviewed the proposed development and recommends that the lease be approved as noted in the Panel's written recommendations attached as Exhibit A; and

WHEREAS: the lease agreement for 3 years at an initial annual lease rate of $10,497, is submitted for legislative consideration; and

WHEREAS: that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, has made its determination that the proposed action is a Type II action under the provisions of NYCRR 617.5(c)(1) and 26 and Chapter 279 of the Suffolk County Code, which project involves maintenance or repair to an existing structure or facility and a lease renewal where there will be no material change in lease conditions or scope of activities; now therefore be it

1st RESOLVED, that the County Executive or his designee, is authorized to execute a lease agreement for the use of the above described property between Holey Moses Cheesecake and the County of Suffolk, in substantial accordance with the agreement annexed as Exhibit B.

APPROVED BY:

_____
Steve Levy
County Executive of Suffolk County

Date of Approval:_____

EXHIBIT A

Airport Conservation and Assessment Panel
Report of
October 3, 2008 Meeting

Holey Moses Cheesecake:

Airport Conservation and Assessment Panel Background:

On May 9, 2006, Suffolk County Executive Order No. 26-2006 created the Airport Conservation and Assessment Panel (ACAP) The panel is charged with evaluating applications for leases, lease renewals, extensions and modifications, licenses, and issuing recommendations to the County Legislature, the CEQ and County Executive on the environmental, economic and community impacts of a lease or license application at Gabreski Airport and to report it's advisory findings and recommendations to the above parties.

The scope of the ACAP review shall be limited to assessing applications and proposals for the environmental compatibility and economic benefit to the people of the County of Suffolk and are in the public interest as a support, advance, or enhancement of a specifically articulated public policy objective.

A meeting of ACAP was held at 10:00 AM on October 3, 2008 to review the Holey Moses Cheesecake application submitted on September 9, 2008.

Summary of SEQRA Recommendations/ACAP Findings:

Based on our assessment of the rules governing the implementation of SEQRA, we find the subject application to be an unlisted action.

A Negative Declaration is recommended.

ACAP Recommendations:

ACAP's approval of this application is contingent on the applicant's agreement to and/or meeting the following lease conditions:

The county should review its parking in the terminal area and around Holey Moses. Current parking has an inadequate capacity and there are no appropriately located handicapped spaces. In addition, the gravel Holey Moses parking lot which is adequate, is not up to DPW standards, and should be included in any future airport paving project.

Any outstanding financial issues with the County of Suffolk must be resolved prior to the County entering into a lease agreement with the applicant.

Term of the lease is recommended to be 3 years.

Any modification or alteration of this space must have the prior approval of ACAP, CEQ, the County of Suffolk and/or any other entity endowed in the future with oversight of airport lease applications.

Any proposed reassignment of the lease requires review and approval by ACAP, CEQ, the County of Suffolk and/or any other entity endowed in the future with oversight of airport lease applications.

Tenants shall comply with Suffolk County Code Chapter 380 (L.L. 34-1999) which mandates the phase-out of pesticides in all County facilities, buildings and properties.

EXHIBIT B

FRANCIS S. GABRESKI

LEASE AGREEMENT

BETWEEN

COUNTY OF SUFFOLK

and

HOLEY MOSES CHEESECAKE

Date: _____, 2011

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Exhibit A – Location of Property

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") made as of the ___ day of _____, 2011, between Holey Moses Cheesecakes, whose address is Bldg., 332, Francis S. Gabreski Airport, Westhampton Beach, New York 11978, (hereinafter "**TENANT**"), and the COUNTY OF SUFFOLK, a municipal corporation with an address at Francis S. Gabreski Airport, Administration Building #1., Westhampton Beach, NY 11978 ("**COUNTY**"), acting through its duly constituted Department of Economic Development and Work Force Housing, Division of Aviation ("Department"):

1. DESCRIPTION

Section 1.01 In consideration of the terms, conditions and covenants contained in this Lease, County grants to TENANT, and TENANT hereby accepts from County, the lease of buildings 332 and 337, Gabreski Airport, Westhampton Beach, NY 11978, and related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Lease and as further identified in the legal description attached hereto and made a part hereof as **Exhibit A**.

The property and any improvements (existing or to be constructed), appurtenances appertaining to the property, and the rights, easements, and privileges granted TENANT hereunder are collectively referred to as the "**Premises**."

Section 1.02 TENANT accepts the entire Space in its **"as is"** physical condition without any representation or warranty, expressed or implied, by the COUNTY as to any condition thereof, apparent or unknown, or as to the use or occupancy which may be made thereof under any existing or future law, rule, regulation, or ordinance.

2. PURPOSE

Section 2.01 The parties hereto acknowledge that COUNTY is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Resolution No. _____-2011 of the Suffolk County Legislature, dated the _____ day of _____, 2011 (the "**Resolution**"), for the use, purpose and intent expressed in the Resolution, that the Resolution is incorporated herein by reference and further that TENANT has examined the Resolution and is fully aware of the intended purpose thereof.

Section 2.02 In accordance with applicable federal, state and local laws, rules and regulations, TENANT shall use and occupy the Premises for the following purposes only and for no other purpose whatsoever:

(1) Occupancy shall be for the sole purpose of using said Premises as an office, bakery and storage facility for baking materials in connection with TENANT's business operation.

3. TERM

Section 3.01 The term of this Lease (the "**Term**") and TENANT's obligation to pay rent shall commence upon final execution of the signature page by all parties (the "**Commencement Date**"). The Term shall expire at 5:00 p.m. on the last day of the month which is thirty-six (36) months after the Commencement Date (the "**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**," defined below, then this Lease shall end on the next Business Day.

For the purposes of this Lease and all agreements supplemented to this Lease, the term "Business Day" 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 3.02 TENANT, provided it is not in default of any of the terms of this Lease, shall have the option to renew this Lease for one additional three (3) year period (subject to approval of the Federal Aviation Administration), commencing upon the expiration of the initial term ("**Option**"). Said Option shall be exercised upon TENANT notifying the COUNTY, in writing, by registered or certified mail, return receipt requested no less than one hundred eighty (180) days prior to the expiration of the then current term of its intention to exercise the Option. All of the terms and conditions of this Lease, other than Annual Rent, shall apply to the Option. If TENANT fails to notify COUNTY of its intent in accordance herewith, the Option shall be thereupon terminated. COUNTY shall be under no obligation to send any notice to the TENANT regarding its obligation to notify the COUNTY of its intent to exercise said Option.

4. RENT AND SECURITY

Section 4.01 "**Annual Rent**" for the Premises for the first year of the Lease Term shall be **$10,497.00** per year, payable by TENANT to COUNTY at COUNTY's address set forth herein, or at such other place designated by COUNTY in writing, in equal monthly installments of **$874.75,** payable for each calendar month during the Term by the tenth (10th) day of the month, with partial months prorated. Commencing on the first anniversary date of the Commencement Date, and on each anniversary date thereafter, Annual Rent shall increase by two and one half percent (2.5%) over the Annual Rent in the preceding year.

In addition to "Annual Rent", TENANT shall pay to County the total amount of $7,731.17 as payment for the outstanding 2008 electric bill), which amount shall be paid in equal, monthly installment of $322.12 over the first twenty-four months of the term.

TENANT shall also pay to COUNTY, in addition to "Annual Rent", a fee in the amount of $50.00 per month over the Term of the Lease, for use of the airport dumpster located adjacent to the premise.

Section 4.02 Annual Rent shall be adjusted in the first year of the Option period to an amount equal to the Annual Rent in effect the immediately preceding year, plus any cost of living adjustment greater than seven and one-half percent (7.5%) for the original three-year term, plus 2.5%. If the cost of living index for the original three-year term does not exceed 7.5% as measured by the Consumer Price Index (hereinafter called the "Index") applicable for Suffolk County, New York, for all items of the Bureau of Labor Statistics of the United States Department of Labor, Annual Rent for the first year of the Option period shall be increased by two and one-half (2.5%) over the prior year's annual rent. Thereafter, Annual Rent during the Option Term shall increase by 2.5% over the Annual Rent in the preceding year.

Section 4.04 COUNTY acknowledges that, upon commencement of the initial lease term, County received from TENANT a deposit in the amount of $2,237.00, representing security payment for the Premises, for rent and performance by TENANT and all other obligations under this Lease. The security deposit, less any monies due the COUNTY by reason of violation of the terms of this Lease by the TENANT shall be returned to the TENANT at the termination of the Lease, or any extensions thereof, together with such interest, if any, as shall have accrued thereon.

Section 4.05 TENANT shall pay all rent without set-off, abatement, deductions, defense or claims, except as specifically set forth herein, to COUNTY at COUNTY's address set forth herein or at such other place as COUNTY may designate in writing, in lawful currency of the United States of America.

Section 4.06 TENANT shall be liable for a penalty of one and one half percent (1.5%) per month for any part of the Rent required to be paid to COUNTY hereunder not paid within fifteen (15) days of the date it is due. In

addition to the overdue rent, such penalty shall accrue on the unpaid balance, which includes any previously accrued and unpaid penalties and fees, until said unpaid balance is liquidated. For any payment which is less than a full month late, the penalty shall be assessed at the rate of five one hundredths of one percent (.05%) per day.

Section 4.07 Each late charge shall be payable immediately upon demand made at any time therefore by COUNTY. No acceptance by COUNTY of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of COUNTY to payment of any late charge or late charges payable under the provisions of this **Section 4** with respect to such unpaid amount. Each late charge shall be and become additional fees, recoverable by COUNTY in the same manner and with like remedies as if it were originally a part of the Rent payable hereunder. Nothing in this **Section 4** is intended to or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of COUNTY under this Lease, including without limitation, County's rights set forth in **Section 18** of this Lease or (ii) any obligations of TENANT under this Lease. In the event that any late charge imposed pursuant to this **Section 4** shall exceed a legal maximum, such late charge payable under this Lease shall be payable instead at such legal maximum.

Section 4.08 Any sums, charges, fees, expenses or amounts to be paid by TENANT pursuant to the provisions of this Lease other than Annual Rent, shall be designated as and deemed to be "Additional Rent" and shall be payable by TENANT to COUNTY within thirty (30) days after COUNTY gives TENANT written notice that such payment is due. COUNTY shall have the same rights against TENANT for default in the payment of Additional Rent as for default in the payment of Annual Rent.

5. TAXES

Section 5.01 TENANT agrees to pay as Additional Rent, within ten (10) days of receipt of notice from COUNTY, any "**Real Estate Taxes**" or other payments in lieu of taxes, "PILOTS", levied against TENANT'S occupancy or use of the Premises or any improvements placed thereon as a result of TENANT'S occupancy or use for other than public purposes. Any challenge to any assessment or tax shall be the obligation of TENANT and COUNTY'S responsibility shall be limited to sending to TENANT copies of any notice of assessment or tax bill actually received by COUNTY. In the event any tax paid by TENANT shall be refunded to COUNTY, the same shall be credited against Annual Rent installment next due.

The term "**Real Estate Taxes**" shall mean and be deemed to include all real estate taxes, assessments, county taxes, transit taxes 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 COUNTY or any 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, 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 or capital levy that is or may be imposed upon COUNTY.

6. UTILITIES

Section 6.01 In the event utilities are not presently available at the site, TENANT agrees that the installation of any utilities for its use shall be at TENANT's sole cost and expense and that TENANT shall assume and be responsible to pay for any utilities services, including the connections thereto, used by it with respect to its operations under this Lease.

Section 6.02 COUNTY shall have no liability to TENANT 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 TENANT's requirements. The provisions of this section shall survive the expiration of this Lease.

Section 6.03 In the event utility service is sub-metered, TENANT shall be responsible for payment of the actual cost as billed to the COUNTY, net of any credits, abatements or incentives.

Section 6.04 Tenant will be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by the TENANT exclusively.

7. USE OF THE PREMISES

Section 7.01 TENANT may use the Premises as a wholesale cheesecake bakery in accordance with and subject to the terms of this Lease.

Section 7.02 TENANT's use of the Premises shall be subject to, and in accordance with, in all material respects, all rules, regulations, laws, ordinances, statutes, and requirements of all Governmental Authorities, 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 (collectively, **"Requirements"**).

For purposes of the Lease, "**Governmental Authority**" shall mean, the United States of America, the State of New York, the County of Suffolk, and any other city, state, municipality, village, county, town, department, board or instrumentality of any and/or all of the foregoing, or any quasi-governmental authority, now existing or hereafter created, and any officer thereof, having jurisdiction over the Building.

Section 7.03 TENANT 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 TENANT to comply with *Section 7.02* and shall indemnify and save COUNTY harmless against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands because of TENANT's failure to comply with the foregoing, and TENANT 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 . TENANT, 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 TENANT to comply with such Requirement pending such contest, TENANT 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 7.04 TENANT will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.

Section 7.05 TENANT shall not suffer or permit the Premises or any portion thereof to be used by the public as such, without restriction or in such manner as might reasonably tend to impair the interest of COUNTY in the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises or any portion thereof.

Section 7.06 TENANT agrees not to permit the accumulation (unless concealed in appropriate containers) or burning of any rubbish or garbage in, on or about any part of the Premises. TENANT shall cause and pay for all garbage and rubbish to be collected or disposed of from the Premises.

8. NO WARRANTIES BY COUNTY

Section 8.01 TENANT acknowledges that TENANT 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 TENANT.

9. CARE AND REPAIR OF PREMISES

Section 9.01 It shall be TENANT'S sole obligation to take good care of the Premises and make and be responsible for any and all repairs, maintenance, replacements or renovations required. TENANT shall perform any work required to accommodate the needs of TENANT. All work is to be conducted in a good and workmanlike manner, in accordance with **Section 14** below, at TENANT's sole cost and expense. Such repairs and replacements, ordinary as well as extraordinary, shall be made promptly as and when necessary. All repairs and replacements 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 9.02 On default of TENANT in making such repairs or replacements, upon ten (10) days written Notice to TENANT, COUNTY may, but shall not be required, to make such repairs and replacements for TENANT's account. The expenses thereof shall be a cost to TENANT, payable in accordance with *Section 4.07* above.

Section 9.03 TENANT agrees to perform maintenance and make repairs and replacements in any case where County , in its reasonable judgment,, determines that it is necessary to do so in order to preserve the safety of the Leased Premises, or to correct any condition which reasonably could cause injuries or damages to persons or property.

10. RIGHTS OF ENTRY RESERVED

Section 10.01 The COUNTY, by its officers, employees, agents, representatives and contractors shall have the right at any reasonable time to enter upon the Premises for the purpose of inspecting the same, for observing the performance by TENANT of its obligations under this Agreement and for the doing of any act or thing which the COUNTY may be obligated or have the right to do under this Agreement, or otherwise. In the event of a question of a contractor's authority to enter upon the Premises, TENANT shall contact the COUNTY. Nothing in this *Section 10.01* shall be construed to create a duty on the COUNTY to inspect the Premises.

Section 10.02 Without limiting the generality of the foregoing, the COUNTY by its officers, employees, agents, representatives and contractors and by the employees, agents, representatives and contractors of any furnisher of utility services in the vicinity, shall have the right, for its own benefit, for the benefit of TENANT, or for the benefit of others at the Airport, to maintain existing and future utilities systems or portions thereof on

the Premises, including therein, without limitation thereto, systems for the supply of heat, water, gas, fuel, electricity and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, telegraph and telephone services; including all lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to such systems, and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the COUNTY, be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Premises new systems or parts thereof, including lines, pipes, mains, wires, conduits and equipment; provided, however, that in the exercise of such rights of repair, alteration or new construction the COUNTY shall not unreasonably interfere with the use and occupancy of the Premises by TENANT.

Section 10.03 The COUNTY shall, as an additional remedy, upon the giving of a Notice of Termination as provided in **Section 18** below, have the right to re-enter the Premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of TENANT under this Lease, and shall in no event constitute an acceptance of surrender.

Section 10.04 The exercise of any or all of the foregoing rights by the COUNTY or others shall not be or be construed to be an eviction of TENANT nor be made the grounds for any abatement of rent, nor any claim or demand for damages, consequential or otherwise.

Section 10.05 Nothing in this **Section 10** shall impose or shall be construed to impose upon the COUNTY any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, nor shall it create any liability for any failure so to do.

11. LIENS

Section 11.01 In the event it is permissible for any mechanics' or other liens to be filed against any portion of the Premises by reason of TENANT's acts or omissions or because of a claim against TENANT, TENANT shall cause the same to be cancelled or discharged of record by bond or otherwise within ninety (90) days after notice from COUNTY. If TENANT 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, TENANT 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.

12. PREVAILING WAGE

Section 12.01 TENANT agrees to comply with the prevailing wage requirements of Section 220 of the Labor Law in connection with any Alterations, defined at **Section 14** below, including, but not limited to, the building, land, parking lot, and all other portions of the Premises.

Section 12.02 No person performing, aiding in, or assisting in TENANT's construction of any Alterations, defined below at *Section 14.01*, shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law.

Section 12.03 TENANT, 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. TENANT, 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

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

Section 12.04 TENANT 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 TENANT; (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) TENANT, 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 TENANT, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to TENANT, its contractors and/or subcontractors prior to the inspection.

Section 12.05 During the construction of any Alterations, TENANT 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 12.06 During the construction of any Alterations, TENANT shall provide to County employment attendance sheets for all employees, 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.

13. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

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 B** entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, 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.

14. ALTERATIONS

Section 14.01 TENANT shall not make any renovations or "**Alterations**," meaning any alterations, installations, improvements, additions, renovations or physical changes made by TENANT to the Premises or any part or portion thereof of the Premises, without the prior written approval of COUNTY. TENANT shall, before making any Alterations, at its expense, obtain all permits, approvals and certificates required by any "**Legal Requirement**" or Governmental Authority any (upon completion) certificates of final approval thereof and shall promptly deliver to COUNTY duplicates of all such permits, approvals and certificates. TENANT agrees to carry, and to cause TENANT's contractors and sub-contractors to carry such insurance as set forth under *Section 16* hereunder.

For the purposes of this Lease, the term "**Legal Requirements**" shall mean 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. Any work previously done by TENANT during their occupancy of the Premises was done in conformity with all Legal Requirements.

Section 14.02 Any Alterations made by TENANT shall be complete and erected wholly within the boundary lines of the Premises and shall be and become a part of the Premises under this Lease. Any Alterations shall be made and performed in a good and workman like manner and shall be in compliance with all Legal Requirements. TENANT agrees that all Alterations shall be promptly commenced and completed and shall be performed so as not to unreasonably delay, hinder or interfere with COUNTY's management, or operations of Gabreski Airport or the Industrial Park.

Section 14.03 All Alterations and/or improvements made by the TENANT to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of the COUNTY upon installation, as part of the Premises and shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease, in which event, the same shall be removed from the Premises by TENANT at TENANT's cost and expense. Nothing in this section shall be construed to give COUNTY title to or to prevent TENANT's removal of trade fixtures, moveable office furniture, equipment and other personal property. TENANT shall, at TENANT's sole cost and expense, remove all of the TENANT's personal property and those improvements made by the TENANT 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 of neglect by TENANT or TENANT'S agents, servants, or visitors excepted. COUNTY is under no obligation to repair, rebuild or replace any real and/or personal property in the event of loss.

15. NEGATIVE COVENANTS

Section 15.01 TENANT shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof 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, 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 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 or increase the rate of any insurance with respect to the Premises; (e) cause physical damage to the Premises or any part thereof; (f) permit the excess accumulation of waste or refuse matter; (g) constitute a public or private nuisance; (h) not conform to all applicable federal, state and local laws and regulations regulating toxic waste and discharge, including, but not limited to, Articles VII and XII of the Suffolk County Sanitary Code.

Section 15.02 TENANT shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein.

Section 15.03 TENANT shall not, without COUNTY'S written consent: (a) do or suffer anything to be done on the Premises which will increase the rate of fire insurance on the building, (b) permit the creation or imposition of any liens or encumbrances upon the Premises except as expressly permitted herein.

16. IDEMNITY AND INSURANCE

Section 16.01 TENANT shall indemnify and hold harmless the County of Suffolk, the COUNTY's officers agents, employees or any other person against all claims, expenses (including attorney's fees), losses and liabilities of whatsoever nature by reason of the liability imposed by law upon the COUNTY, except in cases of County's sole negligence, for damage because of bodily injury, including death at any time resulting there from or sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Lease, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the COUNTY, its employees or agents or any other person. TENANT shall keep in full force and effect Commercial General Liability Insurance, including contractual coverage, in accordance with the provisions of *Section 16.04.*

Section 16.02 The risk of loss or destruction from any peril to the furniture, fixtures, equipment of other personal property of TENANT while on the Premises shall be borne by the TENANT. It is further understood that the TENANT waives any right to subrogation against the COUNTY for loss or destruction or from any period to the furniture, fixtures, equipment or other personal property of the TENANT while on the said Premises except in cases due to any active or passive negligence of the County, its employees, officers and agents.

Section 16.03 If all or any part of the Premises is destroyed by fire or other casualty, the County shall have no obligation to restore the Premises. In such event, TENANT may elect to terminate this Lease.

Section 16.04 TENANT further agrees to procure, pay the entire premium for, and maintain throughout the term of this Lease insurance in amounts and types specified by the COUNTY. Unless otherwise required by the COUNTY, in writing, such insurance will be as follows:

i. Commercial General Liability insurance 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.

ii. 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. TENANT shall furnished to COUNTY, prior to its execution of this Lease, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law, § 108, this Lease shall be void and of no effect unless TENANT shall provide and maintain coverage during the term of this Lease for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iii. Automobile Liability Insurance (if any vehicles are used by the TENANT in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000) per person, per accident for bodily injury and not less than One Hundred Thousand Dollars ($100,000) for property damage per occurrence.

Section 16.05 Any contractors and subcontractors who may at any time be involved with construction or reconstruction of the Premises on behalf of TENANT shall be required to procure and maintain throughout the term of construction insurance in the amounts and types specified in *Section 16.04.* TENANT must provide insurance, prior to construction, for any and all contractors including but not limited to, sub-contractors engaged by it for the Construction Work.

Section 16.06 All insurance required by this agreement shall be maintained with insurance underwriters authorized to do business in the State of New York with an A.M. Best Rating of A- or better.

Section 16.07 TENANT shall furnish COUNTY Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and TENANT shall furnish a Declaration Page and endorsement page evidencing the COUNTY's status as an additional insured on said policy.

Section 16.08 All such Declaration Pages, certificate, and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in said policy.

Section 16.09 In the event that any of the insurance required by this agreement ceases to be in full force and effect, TENANT agrees to cease all operations covered by the terms of this Lease.

Section 16.10 COUNTY shall not be obligated to maintain insurance for loss from fire or other peril causing damage or destruction to the real property of the COUNTY or to rebuild in the event of a partial or complete loss at the Premises. In the event of such a loss, this Lease shall terminate unless TENANT shall promptly restore the Premises. Rent shall in any event abate for the period the Premises are uninhabitable. TENANT may at its option obtain fire and other peril insurance for said Premises. Such insurance shall name COUNTY as an additional insured and shall contain a waiver of subrogation against COUNTY.

17. SIGNS

Section 17.01 TENANT shall not, without the prior written approval of the COUNTY, which approval shall not unreasonably be withheld, 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, TENANT may install necessary directional and identification signs.

18. DEFAULT REMEDIES/DAMAGES

Section 18.01 The occurrence of any one or more of the following events shall constitute an **"Event of Default"** by TENANT under this Lease:

(i) If TENANT shall default in the payment when due of any installment of Total Annual, and any such default continues for ten (10) Business Days after COUNTY has given TENANT a written notice specifying such default; or

(ii) If TENANT defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in (i) above), and if such default continues and is not cured within fifteen (15) days after COUNTY gives TENANT written notice specifying same, or, in the case of a default which for causes beyond TENANT's reasonable control cannot, with reasonable diligence be cured within such 15-day period, if TENANT shall not immediately upon the giving of such written notice, (a) advise COUNTY of TENANT'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, **or**:

1. Filing by or the final adjudication against TENANT 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 TENANT; or

2. The making by the TENANT of any general assignment for the benefit of creditors; or
3. The occurrence of any act which operates to deprive TENANT permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business granted herein; or
4. The abandonment and discontinuance of the operation of TENANT; or
5. The failure of TENANT to maintain all required insurance and to furnish evidence of same within ten (10) days of written demand by COUNTY; or
6. In the event of partial or complete loss to the Premises rendering it uninhabitable and, at the discretion of COUNTY, the Premises will not be restored;

then, in any such case or upon such occurrence, in addition to any other remedy available to COUNTY at law or in equity, COUNTY may give to TENANT a notice of intention of COUNTY to end the Term of this Lease (the "**Termination Notice**") specifying a day not less than seven (7) Business Days thereafter and, upon the giving of the Termination Notice, 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 TENANT shall terminate and TENANT shall remain liable for damages as hereinafter provided.

Section 18.02 From and after any date upon which COUNTY gives a Termination Notice, COUNTY, without further notice, may enter upon, re-enter, possess and repossess itself of the Premises, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove TENANT and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental and other income of and from the same. As used in this Lease the words "enter" and "re-enter" are not restricted to their technical legal meanings. Upon and after such entry into possession, the COUNTY may, but shall have no obligation to re-let the Premises, or any part thereof, for the account of TENANT.

Section 18.03 If this Lease and the Term shall expire and come to an end as provided in *Section 18.01*, or by or under any summary proceeding or any other action or proceeding, TENANT shall pay to COUNTY Total Annual Rent and Additional Rent payable under this Lease by TENANT to COUNTY to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry by the COUNTY, as the case may be. Nothing herein contained shall be construed as limiting or precluding the recovery by COUNTY against TENANT of any damages to which COUNTY may lawfully be entitled in any case other than those particularly provided for above.

Section 18.04 Except for the monetary obligations of either party, COUNTY and TENANT shall not be in default of this Lease because of such party's inability to perform the covenants and obligations set forth herein during the continuance of any period of Force Majeure, except as may otherwise be expressly specified in this Lease.

Section 18.05 Notwithstanding anything to the contrary hereinabove or hereafter set forth, in the event that COUNTY, by other act sells, assigns, transfers, conveys, leases or by any other act for agreement grants occupancy, management or control of the Premises or a portion thereof, in which this leasehold is located to an entity other than a unit of Federal, State or Local Government, or wishes to demolish the Premises, then COUNTY or its successor/assignee shall have the right to terminate this Lease, upon ninety (90) days written notice to TENANT, such 90- days to mean three (3) entire months under the Lease, not including the portion of the month in which the notice is given.

Section 18.06 The exercise of any remedies herein provided shall be cumulative and shall in no way affect any other remedy available to COUNTY at law or in equity.

Section 18.07 The acceptance of charges and fees by the COUNTY for any period or periods after a default in the performance of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the TENANT, shall not be deemed a waiver of any rights on the part of the COUNTY to terminate this agreement for failure by the TENANT so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed.

Section 18.08 Failure of COUNTY to declare this Lease terminated upon the default of TENANT for any of the reasons set out shall not operate to bar or destroy the right of COUNTY to cancel this Lease by reason of any subsequent violation of the terms hereof.

Section 18.09 Any and all rental amounts due shall be payable to through the date of termination and any period of continued use and occupancy of the Premises by TENANT.

19. SURRENDER OF PREMISES; HOLDOVER

Section 19.01 This Lease and the tenancy hereby created shall cease and terminate at the end of the Term, without the necessity of any further notice from either the TENANT or the COUNTY to terminate the same and that continued occupancy of the Premises by the TENANT after the expiration of said term shall not operate to renew the Lease for a new term or any part thereof.

Section 19.02 On the Expiration Date or upon the earlier termination of this Lease or upon any re-entry by COUNTY, TENANT shall at its expense, quit, surrender, vacate and deliver the Premises to COUNTY in good order, condition and repair, ordinary wear, tear and damage by the elements, fire or other casualty beyond TENANT's reasonable control excepted, together with all improvements and fixtures therein. TENANT shall, at its expense, remove from the Premises all of TENANT's personal property and any personal property of persons claiming by, through or under TENANT and all non- COUNTY approved Alterations, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal. Any TENANT's personal property or Alterations of TENANT remaining in the Premises after the termination of this Lease shall be deemed to have been abandoned and either may be retained by COUNTY as its property or may be stored or disposed of as COUNTY may see fit, without insurance or liability for any damage which may occur. If such property not so removed shall be sold, COUNTY may receive and retain the proceeds of such sale and apply the same, at COUNTY's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which COUNTY may be entitled. Any excess proceeds shall be the property of COUNTY. TENANT shall reimburse COUNTY its removal and disposal costs if not otherwise recouped by sale. Notwithstanding the foregoing, COUNTY shall have no obligation to sell the property.

Section 19.03 If TENANT shall remain in possession of the Premises after the termination of this Lease without the execution of a new lease, TENANT, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy, and without waiving TENANT's default or preventing COUNTY from suing to obtain possession, shall be deemed to be occupying the Premises as a TENANT from month to month, at a monthly rental equal to 112.5% the total monthly installment of Annual Rent last payable by TENANT under the Lease.

Section 19.04 The provisions of this Section shall survive the expiration or earlier termination of this Lease.

20. NO COUNTY LIABILITY FOR TENANT'S FAILURE

Section 20.01 Failure of the TENANT 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.

21. EMINENT DOMAIN

Section 21.01 If the Premises or any part of thereof or any estate therein, or any other part of the building materially affecting TENANT'S use of the Premises, be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, the Annual Rent and any Additional Rent shall be apportioned as of said date and any rent paid for any period beyond said date shall be repaid to TENANT. TENANT shall not be entitled to any part of the award or any payment in lieu thereof, but TENANT may file a claim for any taking of fixtures and improvements owned by TENANT, and for moving expenses.

22. NOTICES

Section 22.01 **Operational Notices**: Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Lease shall be in writing and shall be given to the COUNTY or TENANT or their designated representative 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 Department, by First Class or Certified Mail, Return Receipt Requested in Postpaid Envelope or by Courier Service or by Fax to the address first set forth above; (b) if to the TENANT, First Class or Certified Mail, Return Receipt Requested in Postpaid Envelope, or by Courier Service, or by Fax at the address set forth on page one of this Lease, attention of the person who executed this Lease or such other designee as the parties may agree in writing.

Section 22.02 **Notices Relating to Termination, Insurance and/or Litigation**: Any communication or notice regarding indemnification, termination, or in the event the TENANT 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 notice shall be deemed to be duly given only if delivered: (i) personally (personal service on COUNTY must be pursuant to New York Civil Practice Law and Rules Section 311) and by first Class Mail; (ii) by nationally recognized overnight courier: or (iii) by First Class or Certified Mail, Return receipt Requested in a postpaid envelope addressed: (a) if to COUNTY, to Suffolk County Department of Economic Development and Workforce Housing, Aviation Division, Attention Airport Business Manager, Francis S. Gabreski Airport, Westhampton Beach, NY 11978, with a copy to the Suffolk County Department of Law, Attention Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to TENANT, at TENANT's address first above set forth, or at such other address as TENANT or COUNTY, respectively, may designate in writing.

Section 22.03 Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as 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 22.04 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 22.05 Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Lease, except as otherwise provided in *Section 19.02,* shall be given to the COUNTY or TENANT or their designated representative, by regular or certified mail in post paid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the parities: (a) if to TENANT, at TENANT's address first set forth above, and (b) if to COUNTY, Suffolk County Department of Economic Development and Workforce Housing, Aviation Division, Attention Airport Manager, Francis S. Gabreski Airport, Westhampton Beach, NY 11978.

Section 22.06 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).

23. FIRE, FLOOD OR STRIKE

Section 23.01 Neither party shall be liable for failure to perform its part of this Lease when such failure is due to fire, flood, strikes or similar labor disturbances, industrial disturbances, wars, riots, insurrection, Acts of God and/or other causes beyond the control of the parties.

24. ENVIRONMENTAL RESPONSIBILITIES

Section 24.01 TENANT shall not deposit, dump, store or pour any Hazardous Substances on any part of the soil of the Premises or otherwise introduce any Hazardous Substances in, on or under the Premises, including the air and water above and the ground and water below and surrounding the Premises, nor shall TENANT permit its Subtenants, guests, contactors or any other person to do any of the foregoing. TENANT, at its expense, shall promptly remove or cause the removal of, or if permitted by any Environmental Law (as hereinafter defined), encapsulate, all Hazardous Substances introduced in, on, or under the Premises by TENANT, its guests, contractors, employees, or its Subtenants, in compliance with this Lease and all applicable Environmental Laws.

The term "**Hazardous Substances**", as used in this Lease shall mean medical waste, flammables, explosives, radioactive materials, asbestos, chlorofluorocarbons (CFCs), polychlorinatedbiphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and other substances defined as dangerous, hazardous or toxic under any Environmental Law. Notwithstanding anything to the contrary set forth in this Article, cleaning fluids, detergents and other supplies customarily used in connection with the maintenance and repair of real property similar to the Premises in comparable areas shall be permitted to be stored and used for such purposes in compliance with all Environmental Law, and all substances consistent with all permitted uses under this Lease so long as used, stored and disposed of in accordance with all applicable Environmental Law.

The term "**Environmental Law**" as used in this Lease means all applicable present and future federal, state, local and other governmental statutes, ordinances, codes, rules, regulations, orders, directives and other requirements, and all present and future requirements of applicable common law, concerning the environment, including, without limitation, those relating to the generation, use, handling, treatment, storage, transportation, release, emission, disposal, remediation or any other regulation of any Hazardous Substance.

Section 24.02 TENANT shall, at TENANT's own expense:

(1) Comply with all Environmental Laws regulating the use, generation, storage, removal, transportation, disposal, encapsulation or remediation of Hazardous Substances, to the extent relating to Hazardous Substances introduced by TENANT, or its agents, employees, contractors, subcontractors, invitees or guests, in, on or under the Premises.

(2) Make all submissions to, provide all information required by, and comply with all Environmental Laws to the extent relating to Hazardous Substances introduced in, on, or under the Premises by TENANT or its agents, employees, contractors, subcontractors, invitees or guests;

(3) 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 Substances at or from the Premises, only if introduced by TENANT or its agents, employees, contractors, subcontractors, invitees or guests its agents or employees; provided, however, notwithstanding any provision of this Lease to the contrary, TENANT shall not be precluded from lawfully contesting any such demand; and

(4) Promptly provide all information in TENANT's possession regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by County.

Section 24.03 If a Hazardous Substance is detected on the Premises for which TENANT is liable under this Lease, and TENANT 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 TENANT, and TENANT 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 24.04 In addition to, and without limiting the generality, TENANT shall indemnify, and hold harmless County, and its officials, officers, agents and employees, from and against all claims which may be imposed upon, incurred by or asserted against County, arising out of (i) the use, generation, storage, release, or disposal of Hazardous Substances introduced in, on or about the Premises during the Term by TENANT, its contractors, agents, invitees, and, any Subtenants, including, without limitation, the cost of any required or necessary decommissioning, repair, cleanup, or remediation and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, (ii) any release or threatened release of such Hazardous Substances at, on, to, or into the Premises, including groundwater, or from the Premises on, to, or into any adjoining property or other property, including groundwater, (iii) the failure of TENANT, any Subtenant or any person claiming under TENANT to comply with any of the obligations of TENANT, or (iv) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from (A) any release or threatened release of such Hazardous Substances, and/or (B) failure to comply with TENANT's obligations.

Section 24.05 TENANT's obligations and liabilities under this Section 24 shall survive the expiration or earlier termination of this Lease.

Section 24.06 Notwithstanding any other provision of this Lease to the contrary, TENANT shall have no obligation with respect to Hazardous Substances, including but not limited to underground storage tanks, that are not introduced by TENANT, or any contractor, agent, Subtenant, licensee or invitee of TENANT, including, but not limited to, Hazardous Substances that existed on the Premises prior to the Commencement Date, whether or not yet discovered; provided, however, TENANT shall exercise due care to avoid exacerbating any conditions relating to Hazardous Substances existing at the Premises which are discovered by TENANT and TENANT will not take any action in violation of any Environmental Law with respect to such Hazardous Substances.

Section 24.07 To the fullest extent permitted by law, County shall keep, save and hold harmless TENANT of and from any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, for anything and everything whatsoever to the extent arising from or incident to underground storage tanks not introduced by TENANT.

Section 24.08 The TENANT shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse, or handle hazardous substances or waste on the Premises. As used herein, "hazardous substances or waste" shall include, but not be limited to, any flammable explosives, gasoline, petroleum products, polychlorinated biphenyl, radioactive materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule, or regulation including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 5101, et. seq.), the Solid Waste Disposal Act, as amended (42 U.S.C. Section 6901, et. seq.), and the regulations adopted and publications promulgated pursuant thereto.

25. QUIET ENJOYMENT

Section 25.01 COUNTY covenants that if, and so long as TENANT pays the rent and any additional amounts owed pursuant to the terms of this Lease, and performs the covenants hereof, TENANT shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.

26. TRANSFERS OF LEASE

Section 26.01 TENANT shall not, without the prior written consent of the COUNTY, sell, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder; shall not permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law; shall not sublet the Premises or any part thereof; and shall not permit the use of the Premises by any persons other than TENANT and its employees (all the foregoing are hereinafter referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter referred to as a "Transferee"). If TENANT shall desire COUNTY's consent to any Transfer, TENANT shall notify COUNTY in writing, which notice (the "Transfer Notice") shall include (i) the proposed effective date of the Transfer, which shall not be less than ninety (90) days nor more than One hundred eighty (180) days after the date of delivery of the Transfer Notice; (ii) a description of the portion of the Premises to be transferred (the "Subject Space"); (iii) all the terms of the proposed Transfer and the consideration therefore, the name and address of the proposed Transferee, and a copy of all existing and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer; (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and any other information required by COUNTY, which will enable COUNTY to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space; (v) an executed estoppel certificate from TENANT; and (vi) such other information as the COUNTY may reasonably require. Any Transfer made without the COUNTY's prior written consent shall, at the COUNTY's option, constitute a default by TENANT under **Section 18** of this Agreement.

Section 26.02 COUNTY shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. The parties hereby agree that it shall be deemed to be reasonable under this Agreement and under any applicable law for COUNTY to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

(1) The Transferee is of a character or reputation not acceptable to the COUNTY, or is engaged in a business which is not consistent with the intended use of the Premises or the Permitted Use thereof;
(2) The Transferee's is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested.
(3) The Transferee does not intend to occupy the entire Premises and conduct its business there from for a

substantial portion of the term of the Transfer;

(4) Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Building at the time of the request for consent, (ii) is negotiating with the COUNTY to lease space at the Airport, or (iii) has negotiated with the COUNTY during the twenty-four (24)-month period immediately preceding the Transfer Notice.

Section 26.03 If COUNTY consents to a Transfer, (i) the terms and conditions of this Agreement shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either TENANT or a Transferee, (iii) TENANT shall deliver to COUNTY, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to COUNTY, (iv) no Transfer relating to this Agreement, or any other agreement entered into with respect thereto, whether with or without COUNTY's consent, shall relieve TENANT or any guarantor of the Agreement from liability under this Agreement. COUNTY or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of TENANT relating to any Transfer, and shall have the right to make copies thereof.

Section 26.04 For purposes of this Agreement, the term "Transfer" shall also include (i) if TENANT is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of twenty-five percent (25%) or more of the partners, or transfer of twenty-five percent (25%) or more of partnership interests, within an eighteen (18)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if TENANT is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of TENANT, the sale or other transfer of more than an aggregate of twenty-five percent (25%) of the voting shares of TENANT (other than to immediate family members by reason of gift or death), within an eighteen (18)-month period, or (C) the sale, mortgage, hypothecation or pledge of more than a aggregate of twenty-five percent (25%) of the value of the unencumbered assets of TENANT within an eighteen (18) month period.

Section 26.05 If TENANT assigns, mortgages, pledges, hypothecates, encumbers, or permits any lien to attach to, or otherwise transfers, this Agreement or any interest hereunder, in violation of the foregoing provisions of this **Section 26**, or if the Premises occupied by anyone other than TENANT, the COUNTY may collect from any assignee, sub-tenant or anyone who claims a right to this Agreement, or who occupies the Premises any rents, charges or fees payable by said assignee, sub-tenant, or other and no such payment shall be deemed a waiver by the COUNTY of the covenants or agreements contained in this **Section 26**, nor of acceptance by the COUNTY of any assignee, claimant, or occupant, nor as a release of TENANT by the COUNTY from the further performance by TENANT of the agreements contained herein, including but not limited to the payment of rent.

27. SUSPENSION OF LEASE

Section 27.01 During a time of war, national emergency, or other public necessity, COUNTY shall have the right to suspend this Agreement temporarily so that the Premises may be used for governmental purposes which are in the best interest of the County. If any such suspension is exercised, upon the mutual consent of the Parties, this Agreement may be terminated.

Section 27.02 In the event that this Agreement is suspended pursuant to *Section 28.01*, but not terminated, payments under this Agreement shall be reduced in a pro rata amount for the period of such suspension.

28. PARKING

Section 28.01 During the term of this Lease, parking by the TENANT shall be limited to areas designated by Airport Management.

29. LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

Section 29.01 No exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Premises or any part thereof are granted or intended to be granted to the User by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

30. GENERAL PROVISIONS

Section 30.01 Attorney's Fees: In any action brought by COUNTY for the enforcement of the obligations of TENANT, COUNTY shall be entitled to recover interest at the statutory rate and reasonable attorney's fees.

Section 30.02 Subordination of Lease: This Lease shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States or the State of New York relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Should the effect of any such agreement be to take so much of the premises under this Lease or substantially destroy the commercial value of such improvements, COUNTY shall terminate this lease. Nothing hereunder shall impair the rights of TENANT to seek compensation from the United States or the State of New York, in the event of a taking pursuant to the preceding sentence.

Section 30.03 Federal, State and Local Law: TENANT shall comply at its own cost and expense, with all federal, state, county and town statutes, local laws, ordinances, rules or regulations, now or hereinafter in force, which may be applicable to the operation of its business at the Airport, including obtaining and paying for all Leases and charges and taxes (whether real property or otherwise) assessed under state, federal, county or local statutes or ordinances, insofar as they are applicable thereto.

Section 30.04 Common Usage: TENANT shall have the right, in common with others authorized so to do, subject to and in accordance with the laws of the United States of America, the State of New York, and the County of Suffolk, and airport regulations, to use the common areas of the Airport, including roadways, floodlights, signals and other conveniences of COUNTY.

Section 30.05 Future Acts of Legislature: TENANT agrees to be bound by any and all future recommendations, policies, local laws, resolutions and requirements as demanded, passed and promulgated by the Suffolk County Legislature or any municipal or federal authorities which provide for the growth of the Airport in general, advance the progress of the County and Airport and would reasonably better the interests of the County of Suffolk, provided that if such action shall materially interfere for a period of more than 30 consecutive days with the operation of the TENANT, TENANT'S only recourse shall be an appropriate adjustment in the rent and if no agreement can be reached on such adjustment , the same shall be determined by a court of competent jurisdiction.

Section 30.06 General Event Use: COUNTY or any successor thereto, reserves the right to hold or to approve the holding of special events at the Airport by the COUNTY or other entities. The holding or the approval to hold such events shall not be deemed to be adverse to the rights of TENANT as a leaseholder and shall be at the sole discretion of COUNTY.

Section 30.07 Legislative Approval: This Agreement is subject to the approval of the Suffolk County Legislature and shall not become effective until fully executed.

31. NO IMPLIED WAIVER

Section 31.01 No failure by COUNTY or TENANT to insist upon strict performance of and compliance with any term, covenant or condition hereof or to exercise or enforce any right, power or remedy consequent upon a breach thereof, and no submission by TENANT or acceptance by COUNTY of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant or condition, as to either party. No waiver of any breach of any term, covenant or condition of this Lease shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights, powers or remedies of COUNTY or TENANT with respect to any other then existing or subsequent breach.

32. BROKER

Section 32.01 COUNTY and TENANT, each to the other, represent and warrant that no broker brought about this Lease and COUNTY and TENANT hereby agree to indemnify and hold the other party harmless against any claim, demand and judgment which may be made or obtained against the other party by any broker claiming a commission for representing COUNTY or TENANT, respectively, for bringing about this Lease. COUNTY or TENANT shall forthwith notify the other of any such claim, demand or legal action and the indemnifying party shall be entitled to defend the other party against any such claim, demand or legal action.

33. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 33.01 Nothing herein contained shall create or be construed as creating a co-partnership between COUNTY and TENANT or to constitute TENANT or TENANT's employees as agents or employees of the COUNTY.

34. COUNTY REPRESENTATIVES

Section 34.01 It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the COUNTY and Airport Management are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that neither TENANT nor any of its guests or invitees shall have any claim against them or any of them as individuals in any event whatsoever.

35. CAPACITY TO CONTRACT

Section 35.01 TENANT warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures, and such authorization has not been rescinded or otherwise modified.

36. NO REPRESENTATIONS

Section 36.01 Neither party has made any representations or promises, except as contained herein, or in some further writing signed by the parties, making such representation or promise.

37. NO CREDIT

Section 37.01 The TENANT agrees that this Lease shall not be pledged, hypothecated, or put up as security for a loan, credit or for any reason whatsoever.

38. CERTIFICATION

Section 38.01 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 per cent (5%) of any party to this Lease.

39. ARREARS TO COUNTY

Section 39.01 TENANT warrants that it is not, and shall not be during the Term of this Agreement, in arrears to the County for taxes or upon debt or contract and is not, and shall not be during the Term of this Agreement, in default as surety, contractor or otherwise on any obligation to or contract with the COUNTY.

40. WAIVER OF JURY TRIAL

Section 40.01 It is mutually agreed by and between TENANT and COUNTY that the respective parties hereto shall and they hereby do waive any right to trial by jury in any action, proceeding or in any other matter in any way connected with this Lease, the relationship of TENANT and COUNTY, the Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise. .

41. INDEPENDENT CONTRACTOR

Section 41.01 It is expressly agreed that TENANT'S status hereunder is that of an independent contractor. Neither TENANT nor any person authorized by TENANT to use the Premises shall be considered employees of the COUNTY for any purpose. The relationship of the COUNTY to TENANT is that of landlord-tenant and TENANT, in accordance with its status as such, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the COUNTY by reason hereof, and that TENANT, its owners and employees, shall not, by reason hereof, make any claims, demands or application to or for any right of privilege including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership of credit as officers, employees or agents of the COUNTY.

42. SUCCESSORS BOUND

Section 42.01 This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

43. SET-OFF RIGHTS

Section 43.01 The COUNTY shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the COUNTY's option to withhold, for the purposes of set-off, any moneys due to the TENANT under this contract up to any amounts due and owing to the COUNTY with regard to this Agreement and/or any other contract with any COUNTY department or agency, including any contract for a term commencing prior to the Term of this contract, plus any amounts due and owing to the COUNTY for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The COUNTY shall exercise its set-off rights in accordance with normal COUNTY practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the COUNTY agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

44. SUFFOLK COUNTY LOCAL LAWS WEB SITE

Section 44.01 Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us. Click on "Laws of Suffolk County" under "Suffolk County Links".

45. ORAL MODIFICATIONS

Section 45.01 This Lease cannot be modified or terminated orally but only by an agreement in writing signed by TENANT and COUNTY.

46. PARAGRAPH HEADINGS

Section 46.01 The paragraph headings in this Lease are included for convenience only and shall not be taken into considerations in any construction or interpretation of this Lease or any of its provisions.

47. SEVERABILITY

Section 47.01 It is expressly agreed that if any term or provision of this Lease and or any amendment(s) hereto, or the application thereof to any person or circumstance, 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 provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

48. GOVERNING LAW

Section 48.01 This Lease shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Agreement shall be in the New York Supreme Court, Suffolk County; or, in the event of a proceeding in the federal courts, in the District Court for the Eastern District of New York.

49. EXECUTION BY LESSOR

Section 49.01 When the LESSOR is a partnership, the names of the partners composing the firm must be stated in the Statements required under **Section 1** of **Exhibit B** of this Lease. The Lease must be signed with the partnership name, followed by the name of the partner signing the Lease.

Section 49.02 Where the LESSOR is a corporation, the Lease must be signed with the corporate name, followed by the signature and title of the officer or other authorized person signing the Lease on its behalf, and if requested by the COUNTY, the corporate seal.

Section 49.03 LESSOR warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

50. INTERPRETATION

Section 50.01 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.

51. PRESERVATION OF FEATURES: SOIL AND VEGETATION REMOVAL

Section 51.01 In conducting its activities under this Lease, TENANT shall preserve and avoid damage to and destruction of natural, historic or cultural features, including, but not limited to, waterways, rare or endangered plants or animals, habitats, trees, shrubs and other vegetation.

Section 51.02 TENANT shall not remove soil, vegetation, or any other natural resources without the approval of the Airport Management and in accordance with the Airport Development Guidelines. It is understood that the County reserves title to all natural resources located on the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered as of the date first set forth above.

COUNTY OF SUFFOLK
as LANDLORD

By: _____
Name:
Title: Deputy County Executive
Date: _____

DEPARTMENT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING

By _____
Yves R. Michel
Commissioner
Date: _____

Recommended By:

By: _____
Anthony C. Ceglio
Airport Manager
Date: 6/27/11

HOLEY MOSES CHEESECAKE, LLC
as TENANT

By: Hank Tucker
Name: HANK TUCKER
Title: PRES.
Date: 6/24/11

APPROVED AS TO LEGALITY
CHRISTINE MALAFI, ESQ.
Suffolk County Attorney

By: _____
BASIA DEREN BRADDISH
Asst. County Attorney
Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the 24th day of June in the year 2011 before me, the undersigned, personally appeared Hank Tucker *[name]*, _____ *[Title]* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jayme Dutcher
Notary Public

Jayme Dutcher
Notary Public, State of New York
NO. O1D212789
Qualified in Suffolk County
Comission Expires October 19th 2013

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____ *[Name]*, _____ *[Title]*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

LOCATION OF PROPERTY

Haley moses

Francis S. Gabreski Airport
West Side

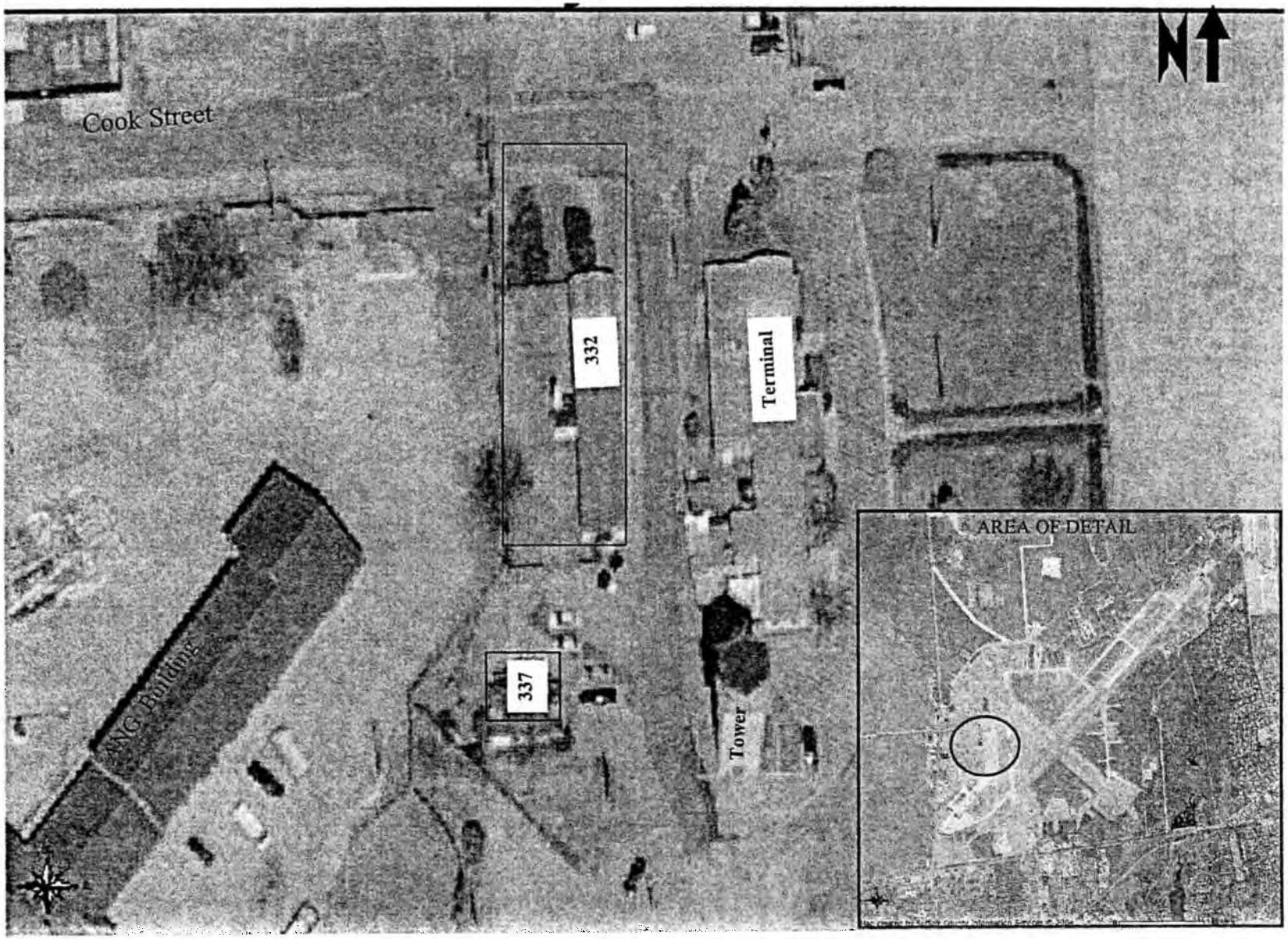

EXHIBIT B
LEGISLATIVE REQUIREMENTS

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County 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 said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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

2. Living Wage Law

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage 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 Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 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. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of 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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). 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 this agreement.

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

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

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

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

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract

for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, 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 this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Non=responsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Chemicals, Fungicides, Herbicides and Pesticides

All chemicals, fungicides, herbicides and pesticides (if any) applied to the Space shall be approved by the Commissioner of prior to use. TENANT shall comply with Suffolk County Code Chapter 380 (Pest Control) and any other applicable federal, state, and local laws. TENANT shall apply for any necessary exemptions from Suffolk County Code Chapter 380. All notice and reporting requirements shall be adhered to.

TENANT shall comply with all Federal, State and local laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for, and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement. Such laws and regulations include, but are not limited to:

> Suffolk County Code Chapter 380 (Pest Control) and any other County policies relating to pesticides.

11 Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at **www.co.suffolk<http://www.co.suffolk.ny.us>**. Click on **"Laws of Suffolk County"** under **"Suffolk County Links."**

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING A LEASE AGREEMENT WITH HOLEY MOSES CHEESECAKE FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT

3. Purpose of Proposed Legislation

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

REVENUE – 3 YEAR REVENUE OF $32,125

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

IMMEDIATE

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

SCIN FORM 175b (10/95)

Gen 24

MEMORANDUM

TO: Brendan Chamberlain, Director, Intergovernmental Relations
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator
Department of Economic Development & Workforce Housing

DATE: July 19, 2011

SUBJECT: **RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH HOLEY MOSES CHEESECAKE FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT**

****

The Department of Economic Development and Workforce Housing, requests the submittal of the attached resolution authorizing the lease of two buildings at Gabreski Airport to Holey Moses Cheesecake for the purpose of operating a wholesale cheesecake bakery.

Attached please find the draft resolution, signed lease agreement, written comments from the Airport Conservation and Assessment Panel (ACAP), SEQRA Resolution and the required SCIN 175a and 175b. Electronic copies have been filed as required.

Thank you.

CEF/kmb
Attachments

cc: Chris Kent, Chief Deputy County Executive
Eric A. Kopp, Assistant Deputy County Executive
Yves Michel, Commissioner
Anthony Ceglio, Francis S. Gabreski Airport Manager

Steve Levy
Suffolk County Executive
Yves R. Michel
Commissioner

1663

Intro. Res. No. -2011 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011 AUTHORIZING THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) FOR THE EASTPORT PROPERTY DEVELOPMENT LLC PROPERTY - DELALIO SOD FARM (TOWN OF RIVERHEAD -SCTM#0600-044.00-02.00-010.005)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, adequate funding is provided for, pursuant to Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, from 31.10 percent of the sales and compensating tax proceeds, for the acquisition of such land; and

WHEREAS, Resolution No. 235-2008, authorized planning steps for the acquisition of farmland development rights of the subject property; and

WHEREAS, pursuant thereto, said acquisition is to be made in accordance with the procedures set forth in Chapter 8 of the Suffolk County Code which provides that the same shall be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation of the Suffolk County Farmland Committee; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Property Acquisition and Management to negotiate the acquisition of farmland development rights; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the rights to subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said rights were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Property Acquisition and Management and approved as to legality by the office of the County Attorney; now, therefore, be it:

1st RESOLVED, that the County of Suffolk hereby approves the acquisition of the farmland development rights of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, for a total purchase price of Three Million Two Hundred Seventy Six Thousand Two Hundred Seventy Dollars ($3,276,270.00±), at Fifty Nine Thousand Dollars ($59,000.00) per acre for

55.53± acres, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments for inclusion in the Suffolk County Purchase of Development Rights Program:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	0600	55.53±	Eastport Property Development LLC
	Section	044.00		652 Deer Park Avenue
	Block	02.00		Dix Hills, NY 11746
	Lot	010.005		

; and, be it further

2nd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management and/or her designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Three Million Two Hundred Seventy Six Thousand Two Hundred Seventy Dollars ($3,276,270.00±), at Fifty Nine Thousand Dollars ($59,000.00) per acre for 55.53± acres, subject to a final survey; and, be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay $3,276,270.00±, subject to a final survey, from previously appropriated funds in capital project 525-8712.210 for the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

4th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management and/or her designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th **RESOLVED,** that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to 6 NYCRR Sections 617.5 c (20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of farmland development rights as part of the Suffolk County Purchase of Development Rights Program which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Gen E1

COUNTY OF SUFFOLK

JUN 3 0 2011

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1663

BRIAN T. CULHANE
COMMISSIONER

PAMELA J. GREENE
DIVISION DIRECTOR

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT

June 29, 2011

Mr. Ken Crannell, Deputy County Executive
H. Lee Dennison Building -12th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Crannell:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the farmland development rights of the Eastport Property Development LLC property (Delalio Sod Farm), in the Town of Riverhead, under the New Suffolk County ¼% Drinking Water Protection Program-Farmland. The purchase price is $3,276,270.00± for 55.53± acres, at $59,000.00 per acre.

Please contact me if you require any additional information.

Sincerely,

Pamela J. Greene
Director

PJG:pd
Att.
cc: Christopher E. Kent, Chief Deputy County Executive
Ed Dumas, Chief Deputy County Executive
Brian T. Culhane, Commissioner, Dept. of Environment & Energy
Eric Kopp, Assistant Deputy County Executive
Sarah Lansdale, Director, Planning Department
Janet M. Longo, Acquisition Supervisor
Michael Amoroso, Bureau Chief, Law Dept., Real Estate-Condemnation
Lauretta Fischer, Chief Environmental Analyst, S.C. Planning Dept.
Jessica Kalmbacher, Planner, S. C. Planning Dept.
Brendan Chamberlain, Director, Intergovernmental Relations
Tom Vaughn, County Executive Assistant
Bob Zaher, Acquisition Agent
CE Reso Review (e-mail copy only)

LOCATION
H. LEE DENNISON BLDG. - 2nd Floor
100 VETERANS MEMORIAL HIGHWAY

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

(631) 853-5900
Fax (631) 853-5906
Fax (631) 853-5905

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1663

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Authorizing the acquisition of the farmland development rights under the New Suffolk County ¼% Drinking Water Protection Program-Farmland, of the Eastport Property Development LLC property (Delalio Sod Farm), SCTM#0600-044.00-02.00-010.005, (Town of Riverhead).

3. Purpose of Proposed Legislation

See No. 2 above

4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** __X__

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

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

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

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

New Suffolk County ¼% Drinking Water Protection Program-Farmland

9. Timing of Impact

N/A

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Janet M. Longo Acquisition Supervisor	Janet Longo	June 29, 2011

SCIN FORM 175b (10/95)

1664

Intro. Res. No. -2011 Laid on Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, APPROVING A LICENSE AGREEMENT FOR JOHN DELLA ROCCA TO RESIDE AT AT ROBERT CUSHMAN MURPHY COUNTY PARK, MANORVILLE

WHEREAS, Article II of Chapter 378 of the Suffolk County Code, enacted through the adoption of Local Law No. 30-2008 ("A Local Law to Protect the County's Historic and Culturally Significant Properties"), established a new process to govern the rental of properties under the jurisdiction of the Department of Parks, Recreation and Conservation; and

WHEREAS, in accordance with the process set forth by the aforementioned Local Law, the Commissioner of the Department of Parks, Recreation, and Conservation recommends that John Della Rocca, an Auto Equipment Operator for the Department of Public Works, be approved to enter into a license agreement to reside at at Robert Cushman Murphy County Park, Manorville; and

WHEREAS, Resolution No. 571-2009 adopted the rental charge recommended by the Parks Housing Rental Board and the Commissioner of Parks, Recreation and Conservation for Unit 133A at Robert Cushman Murphy County Park; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Parks, Recreation, Conservation is authorized, empowered, and directed, to enter into a License Agreement with John Della Rocca to reside at at Robert Cushman Murphy County Park, in accordance with the provisions set forth in Chapter 378 of the SUFFOLK COUNTY CODE and Resolution No. 571-2009; and be it further

2nd RESOLVED, that at Robert Cushman Murphy County Park and grounds on said premises shall be returned to the County of Suffolk at the conclusion of the License Agreement authorized pursuant to the 1st RESOLVED clause of this resolution in a physical condition that is substantially the same condition as on the effective date of any such agreement, or better, subject to reasonable use, wear, tear, and natural deterioration, between the date thereof and the conclusion of any such use agreements; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1664

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2011, APPROVING A LICENSE AGREEMENT FOR JOHN DELLA ROCCA TO RESIDE AT UNIT AT ROBERT CUSHMAN MURPHY COUNTY PARK, MANORVILLE

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

Park revenues from rental units are estimated in the 2011 budget under revenue code 2092. Monthly Rent for Unit at Robert Cushman Murphy County Park is $1,250.

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst	Deb Kolyer	July 12, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1664

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1665

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, APPROVING A LICENSE AGREEMENT FOR MELISSA GALASSO TO RESIDE AT OAKLEY HOUSE, AT WEST HILLS COUNTY PARK, HUNTINGTON

WHEREAS, Article II of Chapter 378 of the Suffolk County Code, enacted through the adoption of Local Law No. 30-2008 ("A Local Law to Protect the County's Historic and Culturally Significant Properties"), established a new process to govern the rental of properties under the jurisdiction of the Department of Parks, Recreation and Conservation; and

WHEREAS, in accordance with the process set forth by the aforementioned Local Law, the Commissioner of the Department of Parks, Recreation, and Conservation recommends that Melissa Galasso, a Clerk for the Department of Social Services, be approved to enter into a license agreement to reside at Oakley House, at West Hills County Park, Huntington; and

WHEREAS, Resolution No. 571-2009 adopted the rental charge recommended by the Parks Housing Rental Board and the Commissioner of Parks, Recreation and Conservation for Unit 134 at West Hills County Park; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Parks, Recreation, Conservation is authorized, empowered, and directed. to enter into a License Agreement with Melissa Galasso to reside at Oakley House, at West Hills County Park, in accordance with the provisions set forth in Chapter 378 of the SUFFOLK COUNTY CODE and Resolution No. 571-2009; and be it further

2nd RESOLVED, that Oakley House, at West Hills County Park and grounds on said premises shall be returned to the County of Suffolk at the conclusion of the License Agreement authorized pursuant to the 1st RESOLVED clause of this resolution in a physical condition that is substantially the same condition as on the effective date of any such agreement, or better, subject to reasonable use, wear, tear, and natural deterioration, between the date thereof and the conclusion of any such use agreements; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

COUNTY OF SUFFOLK

1665

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

JOSEPH J. MONTUORI
COMMISSIONER

TRACEY BELLONE
DEPUTY COMMISSIONER

TO: **KEN CRANNELL, Deputy County Executive**

FROM: **JOSEPH J. MONTUORI, Commissioner**

CC: **CHRISTOPHER KENT, Chief Deputy County Executive**

DATE: **JULY 1, 2011**

RE: **INTRODUCTORY RESOLUTION APPROVING A LICENSE AGREEMENT FOR MELISSA GALASSO TO RESIDE AT OAKLEY HOUSE, AT WEST HILLS COUNTY PARK, HUNTINGTON**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Approving License for Melissa Galasso to reside in at West Hills County Park.doc".

In accordance with the procedures set forth by Local Law No. 30-2008, I recommend that the County enter into a license agreement with Melissa Galasso, who works as a Clerk in the Department of Social Services, to reside at Oakley House, at West Hills County Park, Huntington.

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

Enclosures

FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1665

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1665

1. Type of Legislation Resolution ___X___	Local Law _____	Charter Law _____
2. Title of Proposed Legislation **RESOLUTION NO. -2011, APPROVING A LICENSE AGREEMENT FOR MELISSA GALASSO TO RESIDE AT OAKLEY HOUSE, AT WEST HILLS COUNTY PARK, HUNTINGTON**		
3. Purpose of Proposed Legislation SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?	**Yes X**	**No** _____
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category) **County** **Town** **Economic Impact** **Village** **School District** **Other (Specify):** **Library District** **Fire District**		
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact Park revenues from rental units are estimated in the 2011 budget under revenue code 2092. Monthly Rent for Oakley House, at West Hills County Park is $1,425.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact Upon adoption.		
10. Typed Name & Title of Preparer Debra Kolyer Principal Financial Analyst	11. Signature of Preparer Deb Kolyer	12. Date July 12, 2011

SCIN FORM 175b (10/95)

1666

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 560-2010 AND AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM TO INCREASE FUNDING IN CONNECTION WITH IMPROVEMENTS TO NORTH HIGHWAY, CR 39, FROM SUNRISE HIGHWAY TO MONTAUK HIGHWAY, TOWN OF SOUTHAMPTON (CP 5528.311)

WHEREAS, Resolution No. 560 of 2010 appropriated $4,837,000 for construction and apportioned the share allocation as 80% Federal funds and 20% County funds; and

WHEREAS, New York State has subsequently implemented funding changes that increase funding for construction to $5,085,000; and

WHEREAS, the County must first pass a resolution and have State and Local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County is required to first instance fund the entire cost of the project and subsequently receive reimbursement for the Federal and State Marchiselli portions based on actual expenditures; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said increase request under Capital Project 5528 and pursuant to the Suffolk County Charter, Section C4-13, and offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $248,000 in additional funding for Capital Project 5528; now, therefore, be it

1st **RESOLVED**, Resolution No. 345-2009 approved by the County Legislature issued a SEQRA Negative Declaration for the project, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (A) of the Suffolk County Charter to complete the Rehabilitation of CR 39, North Highway from Sunrise Highway to Montauk Highway (Phase 3); and be it further

4th **RESOLVED**, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5528
Project Title: Improvements to CR 39, North Highway from Sunrise Highway to Montauk Highway (Phase 3)

	Total Est'd Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
3. Construction	$1,017,000B	$0B	$50,000B
	$4,068,000F	$0F	$198,000F
TOTAL	$5,085,000	$0	$248,000

and be it further

5th **RESOLVED**, that the proceeds of $50,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5528.311 (Fund 001 Debt Service)	50	Rehabilitation of CR 39, North Highway from Sunrise Highway to Montauk Highway (Phase 3)	$50,000

and be it further

6th **RESOLVED,** that Federal Aid in the amount of $198,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5528.311	50	Rehabilitation of CR 39, North Highway from Sunrise Highway to Montauk Highway (Phase 3)	$198,000

and be it further

7th **RESOLVED**, that the apportionment of the cost of Capital Project 5528.311, PIN 075736 be amended to reflect the additional funding to reflect the total increase of $248,000 with a share allocation of 80% Federal reimbursement in the amount of $198,000 and a 20% County share of $50,000; and be it further

8th **RESOLVED**, that the apportionment of the total cost of Capital Project 5528.311, PIN 075736 be amended to reflect a total cost of $5,085,000 with a share allocation of 80% Federal reimbursement in the amount of $4,068,000, and a 20% County share of $1,017,000; and be it further

9th **RESOLVED**, that the County Comptroller is hereby authorized and directed to limit the serial bond borrowing for the County share to $50,000; and be it further

10th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any federal or state aid

received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $50,000 for the County share; and be it further

11th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding for up to $198,000; and be it further

12th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total federal share of $198,000; and be it further

13th RESOLVED, that the County Treasurer and the County Comptroller are authorized to accept Federal and State Marchiselli aid in connection with this project; and be it further

14th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1666

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 560-2010 AND AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM TO INCREASE FUNDING IN CONNECTION WITH IMPROVEMENTS TO NORTH HIGHWAY, CR 39, FROM SUNRISE HIGHWAY TO MONTAUK HIGHWAY, TOWN OF SOUTHAMPTON (CP 5528.311)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

Federal Highway Administration (FHWA) 80%, Suffolk County 20%. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 18, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1666

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$4,227**	**$0.01**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$4,227**	**$0.01**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1666

Term of Bonds	15
Amount to Bond:	$50,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012			$1,564.23	$4,227.34	
11/10/2012	3.000%	$2,663.11	$740.46	$740.46	$4,227.34
11/9/2012	3.000%	$2,746.42	$740.46	$3,486.88	
			$697.50	$697.50	
11/10/2013	3.000%	$2,832.35	$697.50	$3,529.84	$4,227.34
			$653.20	$653.20	
11/10/2014	3.000%	$2,920.95	$653.20	$3,574.15	$4,227.34
			$607.50	$607.50	
11/10/2015	3.000%	$3,012.34	$607.50	$3,619.84	$4,227.34
			$560.38	$560.38	
11/9/2016	3.000%	$3,106.58	$560.38	$3,666.96	$4,227.34
			$511.79	$511.79	
11/9/2017	3.000%	$3,203.76	$511.79	$3,715.55	$4,227.34
			$461.68	$461.68	
11/10/2018	3.000%	$3,303.99	$461.68	$3,765.67	$4,227.34
			$409.99	$409.99	
11/10/2019	3.000%	$3,407.36	$409.99	$3,817.35	$4,227.34
			$356.69	$356.69	
11/9/2020	3.000%	$3,513.95	$356.69	$3,870.65	$4,227.34
			$301.73	$301.73	
11/9/2021	3.000%	$3,623.89	$301.73	$3,925.62	$4,227.34
			$245.04	$245.04	
11/10/2022	3.000%	$3,737.26	$245.04	$3,982.30	$4,227.34
			$186.58	$186.58	
11/10/2023	3.250%	$3,854.18	$186.58	$4,040.76	$4,227.34
			$126.29	$126.29	
11/9/2024	3.250%	$3,974.76	$126.29	$4,101.05	$4,227.34
			$64.12	$64.12	
11/9/2025	3.375%	$4,099.11	$64.12	$4,163.22	$4,227.34
		$50,000.00	$13,410.17	$63,410.17	$63,410.17

COUNTY OF SUFFOLK

1666

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS
GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES K. PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: July 20, 2011

RE: **Amending Resolution 560-2010 and Amending the 2011 Capital Budget and Program to Increase Funding in Connection with Improvements to North Highway, CR 39, from Sunrise Highway to Montauk Highway, Town of Southampton (CP 5528.311, PIN 075736)**

Attached is a draft resolution and duplicate copy amending Resolution No. 560 of 2010, as well as amending the 2011 Capital Budget and Program to increase funding for the above referenced project. This resolution revises the apportionment of the funds for construction costs for Improvements to CR 39, North Highway.

Resolution 560-2010 appropriated $4,837,000 and apportioned the share allocation as 80% Federal funds and 20% County funds. The State has subsequently implemented funding changes which increase the funding into the subject project's construction phase. This funding will re-allocate and increase funding for construction to $5,085,000, 80% Federal funds ($4,068,000) and 20% County funds ($1,017,000).

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5528(CR39 Realloc Constr Aid).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1667

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF HYBRID ELECTRIC VEHICLES OF VARIOUS MODELS FOR COUNTY FLEET AND ACCEPTING FEDERAL AID (CP 5601)

WHEREAS, the Commissioner of Public Works has requested funds for the purchase of up to sixty (60) hybrid electric vehicles of various models for County fleet (as per attached Exhibit "A"); and

WHEREAS, there are sufficient funds within the 2011 Capital Budget and Program to cover the cost of said request; and

WHEREAS, the County must first pass a resolution and have State and Local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal portion; and

WHEREAS, there are Federal funds available from the Federal Highway Administration (Congestion Mitigation Air Quality – CMAQ) for this project, identified as PIN 082635, Purchase Hybrid Electric Vehicles of Various Models for County Fleet in the amount of $1,375,000, with a share allocation of eighty (80%) percent Federal funds ($1,100,000) and twenty (20%) percent County funds ($275,000); and

WHEREAS, these vehicles are in accordance with Section 186-2(B)(6) of the Suffolk County Code and in accordance with the County vehicle standard; and

WHEREAS, Resolution No. 321-2003 requires that no vehicle shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature"; and

WHEREAS, Resolution 847-2006 established minimum gasoline mileage rations for non-exempt vehicles; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,375,000 in Suffolk County Serial Bonds; now, therefore, be it

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

2nd RESOLVED, that no appropriations shall be expended, encumbered or authorized, until the County is in receipt of the Federal Authorization of the acquisition of these Hybrid Vehicles; and be it further

3rd RESOLVED, that it is hereby determined that this project, with a priority ranking of eighty-four (84) 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

4th RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2(A) of the Suffolk County Charter to complete the purchase of Hybrid Electric Vehicles; and be it further

5th RESOLVED, that the proceeds of $275,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5601.512 (Fund 001 Debt Service)	50	Purchase of Hybrid Electric Vehicles	$275,000

and be it further

6th RESOLVED, that Federal Aid in the amount of $1,100,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5601.512	50	Purchase of Hybrid Electric Vehicles	$1,100,000

and be it further

7th RESOLVED, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $275,000; and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of $1,100,000; and be it further

9th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $1,100,000; and be it further

10th RESOLVED, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

11th RESOLVED, that the County Legislature hereby authorized the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1667

Proposed Hybrid Purchases - 2011*

(Exhibit "A")

DEPT.	APPROP	TOYOTA PRIUS HYBRID	FORD FUSION HYBRID	FORD ESCAPE HYBRID	HYBRID PICKUP	TOTAL
DPW	1490				1	1
DPW	1494			4	2	6
DPW	5110			1		1
	5130			1		1
	5132	1				1
	8113			1		1
	8197			2		2
	8199			1		1
DIS	1165	4				4
EXE	1230	1				1
DSS	6005			1		1
	6010			6		6
HSV	4330	1				1
HSV	4508	1				1
HSV	4720	1		1		2
HSV	4813	1				1
LEG	1010			1		1
PKS	7110			1		1
PKS-PD	7110			2		2
POL	3120		7			7
POL	3121		11			11
PRO	3140			3		3
unit amount		10	18	25	3	56
unit cost		$21,575.00	$26,958.45	$30,269.00	$36,355.00	
TOTAL		**$215,750.00**	**$485,252.10**	**$756,725.00**	**$109,065.00**	**$1,566,792.10**

**It may be necessary to add and/or substitute vehicles due to budgeting, changes in priorities or other requirements to be determined by this Department*

4/11/2011

1667

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF HYBRID ELECTRIC VEHICLES OF VARIOUS MODELS FOR COUNTY FLEET AND ACCEPTING FEDERAL AID

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes** ___X___ **No** _____

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

80% Federal funding through the Congestion Mitigation and Air Quality (CMAQ) program, 20% County funding. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

80% Federal funding and 20% County funding through serial bonds. The County Comptroller is authorized to issue bond anticipation notes to cover the Federal share.

9. Timing of Impact

2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 6, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1667

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$60,048**	**$0.11**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$60,048**	**$0.11**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1667

Term of Bonds	5
Amount to Bond:	$275,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012			$3,348.04	$3,348.04	
11/10/2012	3.000%	$51,797.51	$8,250.00	$60,047.51	$60,047.51
			$3,348.04	$3,348.04	
11/9/2012	3.000%	$53,351.43	$3,348.04	$56,699.47	$60,047.51
			$2,547.77	$2,547.77	
11/10/2013	3.000%	$54,951.98	$2,547.77	$57,499.74	$60,047.51
			$1,723.49	$1,723.49	
11/10/2014	3.000%	$56,600.53	$1,723.49	$58,324.02	$60,047.51
			$874.48	$874.48	
11/10/2015	3.000%	$58,298.55	$874.48	$59,173.03	$60,047.51
		$275,000.00	$25,237.54	$300,237.54	$300,237.54

COUNTY OF SUFFOLK

1667

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: May 12, 2011

RE: Appropriating Funds in Connection with the Purchase of Hybrid Electric Vehicles of Various Models for County Fleet and Accepting Federal Aid (CP 5601, PIN 082635)

Attached are a draft resolution and duplicate copy to appropriate the sum of $1,375,000 for purchases in connection with the above referenced project. There are sufficient funds included in the 2011 Capital Budget and Program for this project.

The project proposes to purchase up to sixty (60) Hybrid Electric Vehicles, as there Federal funds available from the Federal Highway Administration (Congestion Mitigation Air Quality – CMAQ) for these purchases.

This is a Federally funded project. Mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5601(Purchase Hybrid Veh).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Debra Kolyer, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1668

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF COMPRESSED NATURAL GAS (CNG) VEHICLES OF VARIOUS MODELS FOR COUNTY FLEET AND ACCEPTING FEDERAL AID (CP 5602)

WHEREAS, the Commissioner of Public Works has requested funds for the purchase of up to one hundred thirty four (134) Compressed Natural Gas (CNG) vehicles of various models for County fleet (as per attached Exhibit "A"); and

WHEREAS, there are Federal funds available from the Federal Highway Administration (Congestion Mitigation Air Quality – CMAQ) for this project, identified as PIN 082633, Purchase Compressed Natural Gas (CNG) Vehicles in the amount of $2,250,000, with a share allocation of eighty (80%) percent Federal funds ($1,800,000) and twenty (20%) percent County funds ($450,000); and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal portion; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said request under Capital Project 5602 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 or State aid; and

WHEREAS, these vehicles are in accordance with Section 186-2(B)(6) of the Suffolk County Code and in accordance with the County vehicle standard; and

WHEREAS, Resolution No. 321-2003 requires that no vehicle shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature"; and

WHEREAS, Resolution 847-2006 established minimum gasoline mileage rations for non-exempt vehicles; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2,250,000 in Suffolk County Serial Bonds; now, therefore, be it

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

resolution concerns a purchase of materials other than land, radioactive material, pesticides, herbicides or other hazardous materials and the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that no appropriations shall be expended, encumbered or authorized, until the County is in receipt of the Federal Authorization for the acquisition of these Compressed Natural Gas (CNG) vehicles; and be it further

3rd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of eighty-one (81) 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

4th **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2(A) of the Suffolk County Charter to complete the purchase of Compressed Natural Gas (CNG) vehicles; and be it further

5th **RESOLVED**, that the proceeds of $450,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5602.513 (Fund 001 Debt Service)	50	Purchase of Compressed Natural Gas (CNG) Vehicles	$450,000

and be it further

6th **RESOLVED**, that Federal Aid in the amount of $1,800,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5602.513	50	Purchase of Compressed Natural Gas (CNG) Vehicles	$1,800,000

and be it further

7th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $450,000; and be it further

8th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of $1,800,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $1,800,000; and be it further

10th **RESOLVED**, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

11th RESOLVED, that the County Legislature hereby authorized the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1668

Proposed CNG Purchases - 2011*

(Exhibit "A")

DEPT.	APPROP	Pickup	Pickup 4X4	Pickup 4X2	Cargo Van	Van	Passenger Mini-van	Passenger Van	TOTAL
DPW	1164	1							**1**
DIS	1165	1			1				**2**
CLK	1410					2			**2**
DPW	1490	2	2						**4**
DPW	1494	2	2			6			**10**
DPW	1495		4						**4**
DPW	1660					3			**3**
SHF	3110		2			2		4	**8**
POL	3120	1			1	3			**5**
POL	3121	1			4	8			**13**
FRE	3400	1							**1**
HSV	4005				1	1			**2**
HSV	4015	1							**1**
HSV	4331						1		**1**
HSV	4400	3	14	3					**20**
HSV	4720	1							**1**
DPW	5110	1	4						**5**
DPW	5130		3						**3**
DPW	5131		1			1			**2**
ECD	5610	1							**1**
DSS	6005				1	2			**3**
DSS	6010						2		**2**
CONS	6610					1			**1**
PKS	7110	6	5			1			**12**
PLN	8030	1							**1**
DPW	8113	1	1			1			**3**
DPW	8197	1	4			1			**6**
DPW	8198	1	2						**3**
DPW	8199	7	6						**13**
EVE	8715	1							**1**
unit amount		34	50	3	8	32	3	4	134
unit cost		TBD	TBD	TBD	TBD	TBD	TBD	TBD	
TOTAL		**TBD**	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**	

**It may be necessary to add and/or substitute vehicles due to budgeting, changes in priorities or other requirements to be determined by this Department*

5/13/2011

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1668

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF COMPRESSED NATURAL GAS (CNG) VEHICLES OF VARIOUS MODELS FOR COUNTY FLEET AND ACCEPTING FEDERAL AID (CP 5602)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

80% Federal funding through the Congestion Mitigation and Air Quality (CMAQ) program, 20% County funding. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

80% Federal funding and 20% County funding through serial bonds. The County Comptroller is authorized to issue bond anticipation notes to cover the Federal share.

9. Timing of Impact

2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 11, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1668

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$98,260**	**$0.18**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$98,260**	**$0.18**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1668

Term of Bonds	5
Amount to Bond:	$450,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	$84,759.56	$13,500.00	$98,259.56	$98,259.56
			$5,478.61	$5,478.61	
11/9/2012	3.000%	$87,302.34	$5,478.61	$92,780.95	$98,259.56
			$4,169.07	$4,169.07	
11/10/2013	3.000%	$89,921.41	$4,169.07	$94,090.49	$98,259.56
			$2,820.25	$2,820.25	
11/10/2014	3.000%	$92,619.06	$2,820.25	$95,439.31	$98,259.56
			$1,430.96	$1,430.96	
11/10/2015	3.000%	$95,397.63	$1,430.96	$96,828.59	$98,259.56
		$450,000.00	$41,297.79	$491,297.79	$491,297.79

COUNTY OF SUFFOLK

1668

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: May 12, 2011

RE: Amending the 2011 Capital Budget and Program and Appropriating Funds in Connection with the Purchase of Compressed Natural Gas (CNG) Vehicles of Various Models for County Fleet and Accepting Federal Aid (CP 5602, PIN 082633)

Attached is a draft resolution and duplicate copy to appropriate the sum of $2,250,000 for purchases in connection with the above referenced project. There are no funds included in the 2011 Capital budget and program for this project. However, 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 or State aid.

The project proposes to purchase up to one hundred thirty four (134) Compressed Natural Gas (CNG) vehicles, as there are Federal funds available from the Federal Highway Administration (Congestion Mitigation Air Quality – CMAQ) for these purchases.

This is a Federally funded project. Mandated milestones must be met in insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5602(Purchase CNG Veh).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Debra Kolyer, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1669

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN THE CONSTRUCTION OF COMPRESSED NATURAL GAS (CNG) FUELING FACILITIES (CP 5603, PIN 075961)

WHEREAS, the Commissioner of Public Works has requested funds for Design in connection with Construction of Compressed Natural Gas (CNG) Fueling Facilities; and

WHEREAS, there are Federal funds available from the Federal Highway Administration for this project, identified as PIN 075961, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty (80) percent Federal funds and twenty (20) percent County funds; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal portion; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said request under Capital Project 5603 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 or State aid; and

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

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (20) and (21) 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

2nd **RESOLVED**, that no appropriations shall be expended, encumbered or authorized, until the County is in receipt of the Federal Authorization for the design in connection with the construction of compressed natural gas (CNG) fueling facilities; and be it further

3rd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of eighty-one (81) 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

4th **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (A) of the Suffolk County Charter to complete Construction of Compressed Natural Gas (CNG) Fueling Facilities; and be it further

5th RESOLVED, that the proceeds of $100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5603.110 (Fund 001 Debt Service)	50	Design For Construction of Compressed Natural Gas Fueling Facilities	$100,000

and be it further

6th RESOLVED, that Federal Aid in the amount of $400,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5603.110	50	Design For Construction of Compressed Natural Gas Fueling Facilities	$400,000

7th RESOLVED, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $100,000; and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of $400,000; and be it further

9th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $400,000; and be it further

10th RESOLVED, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

11th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1669

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN THE CONSTRUCTION OF COMPRESSED NATURAL GAS (CNG) FUELING FACILITIES (CP 5603, PIN 075961)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes** ___X___ **No** _____

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

80% Federal funding through the Federal Highway Administration (FHWA), 20% County funding. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

80% Federal funding and 20% County funding through serial bonds. The County Comptroller is authorized to issue bond anticipation notes to cover the Federal share.

9. Timing of Impact

2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 14, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1669

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$21,835**	**$0.04**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$21,835**	**$0.04**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1669

Term of Bonds	5
Amount to Bond:	$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	$18,835.46	$3,000.00	$21,835.46	$21,835.46
			$1,217.47	$1,217.47	
11/9/2012	3.000%	$19,400.52	$1,217.47	$20,617.99	$21,835.46
			$926.46	$926.46	
11/10/2013	3.000%	$19,982.54	$926.46	$20,909.00	$21,835.46
			$626.72	$626.72	
11/10/2014	3.000%	$20,582.01	$626.72	$21,208.73	$21,835.46
			$317.99	$317.99	
11/10/2015	3.000%	$21,199.47	$317.99	$21,517.47	$21,835.46
		$100,000.00	$9,177.29	$109,177.29	$109,177.29

COUNTY OF SUFFOLK

1669

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive (2 copies)

FROM: James Peterman, P.E., Chief Deputy Commissioner

DATE: June 29, 2011

RE: CP 5603 – Construction of Compressed Natural Gas (CNG) Fueling Facilities

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Attached for your review is a draft resolution for the 2011Capital Program, appropriating the sum of $500,000.00 into Planning for new CNG fueling stations. This resolution is part of a matching 80% Federal funds program under Suffolk County's Transportation Improvement Plan (TIP) administered by the New York State Department of Transportation (NYSDOT). The planning funds will be used to determine the most appropriate locations for two (2) new CNG fueling facilities, and provide design and construction phase consulting services for same.

This $500,000.00 was initially envisioned to be appropriated into CP 5604 – Upgrade of Public Works Repair Garages for Compressed Natural Gas (CNG) Vehicle Maintenance. However, the NYSDOT/FHWA has recently determined that the federal funding is not eligible for this type of project. Since the funding is available this year in Suffolk County's TIP, we are shifting it to a more appropriate project.

This work is considered a Type II Action under SEQRA in that is for planning and design.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 5603 Design of Compressed Natural Gas Fueling Facilities.doc.

JP/rjm
attachments
cc: Christopher Kent, Chief Deputy County Executive
Ed Dumas, Chief Deputy County Executive
Gilbert Anderson, P.E., Commissioner
Tedd Godek, R.A., County Architect, Buildings Design & Construction
Michael J. Monaghan, P.E., Chief Engineer
James J. Ingenito, R.A., Public Works Capital Projects Manager
Kathy LaGuardia, Executive Director for Finance & Administration
Laura Conway, CPA, Chief Accountant
Robert J. Murphy, Public Works Special Projects Supervisor
Brendan Chamberlain, Director of Intergovernmental Relations
CE RESO Review (e-mail)

1670

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 39, NORTH ROAD IN THE VICINITY OF FLYING POINT ROAD CROSSING, TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK (CP 5528)

WHEREAS, pursuant to Section 91 of the Railroad Law, a petition for a Public Hearing was requested on July 29, 2010, seeking an order directing alterations of the at-grade crossing of CR 39, North Road in the Town of Southampton; and

WHEREAS, a Public Hearing was held with respect to this petition on August 18, 2010; and

WHEREAS, as a result of this public hearing, it was determined that the modifications proposed will enhance safety and be in the public interest (Exhibit A); and

WHEREAS, it is necessary for the County of Suffolk and the MTA/LIRR to enter into an agreement allowing entry onto lands owned by the railroad, and to allow the railroad to perform work requested by the County to accomplish this project (Exhibit B);

WHEREAS, there is sufficient funding available to progress the work required of the MTA/LIRR for this project; now, therefore be it

1st **RESOLVED**, Resolution No. 345-2009 approved by the County Legislature issued a SEQRA Negative Declaration for the project, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, subject to the approval of the County Attorney, to execute an Entry Agreement, substantially similar to the agreement attached to this resolution, with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for said project, and to execute any and all contract documents related to this project, on behalf of the County of Suffolk providing for Suffolk County's participation in the above referenced project; and be it further

4th **RESOLVED**, that the Entry 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 of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1670

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 39, NORTH ROAD IN THE VICINITY OF FLYING POINT ROAD CROSSING, TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK (CP 5528)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes ____ No __X___**

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

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

There is no fiscal impact from this resolution which simply authorizes an Entry Agreement onto LIRR property. A separate appropriating resolution will follow to authorize funding for this capital project.

8. Proposed Source of Funding

There is no fiscal impact from this resolution which simply authorizes an Entry Agreement onto LIRR property.

9. Timing of Impact

2011

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 18, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1670

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1670

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: July 7, 2011

RE: Authorizing the County Executive to execute an Agreement with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for Entry Upon Lands owned by Railroads, in Connection with Improvements to CR 39, North Road in the Vicinity of Flying Point Road Crossing, Town of Southampton (CP 5528)

Attached is a draft resolution and duplicate copy authorizing the County Executive to enter into an agreement with the MTA/LIRR to allow entry and at-grade railroad crossing improvements in connection with the above referenced project.

Pursuant to a Public Hearing held on August 18, 2010, a determination was made that the modifications proposed will enhance safety and bin the public interest.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5528-CR39 LIRR Agreement.doc".

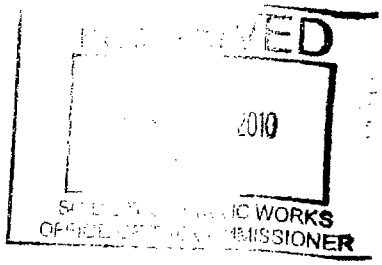
JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

This is to certify that the foregoing is a true and complete copy of a record on file with the New York State Department of Transportation.

10/13/10 (Date) (Signature) Admin. Aide (TITLE)

1670

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION



At the Offices of the Department of Transportation in the County of Albany on October 12, 2010

PRESENT:

CLIFFORD THOMAS, Acting Director
Office of Modal Safety and Security

33229

CASE 38060 – Petition of Suffolk County, pursuant to Section 91 of the Railroad Law, for an order directing alteration of the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road at Mile Post 89.29 (US DOT #338 109D).

* * *

A Petition having been filed by Suffolk County, pursuant to Section 91 of the Railroad Law, on July 29, 2010, seeking an order directing alterations of the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road, at Mile Post 89.29 (US DOT #338 109D); and a hearing after due notice having been held with respect to the petition on August 18, 2010; and it having been determined that the modifications proposed at the said at-grade crossing will enhance safety and be in the public interest, and that the modifications as depicted on Exhibit 1 in evidence in this proceeding should be ordered, to include an extension of the crossing surface width, the relocation of one gate on the east side of the highway, the installation of a separate pedestrian gate, and the installation by the railroad of a cantilevered structure with flashers that overhangs the eastbound lanes; and it having further been determined that prior to construction, final plans for the said modifications should be submitted to the New York State Department of Transportation for review, it is

ORDERED:

1. That the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road, be modified substantially as depicted on Exhibit 1 in evidence in this proceeding, consisting of an extension of the crossing surface width, the relocation of an existing gate with a pedestrian back arm in the southwest quadrant of the said crossing, the installation of a separate pedestrian gate in the southeast quadrant of the crossing, and the installation by the railroad of a cantilevered structure with flashers that overhangs the eastbound lanes.

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2. That prior to construction, final plans be submitted by the petitioner to the New York State Department of Transportation for review.

By the Office of Modal Safety and Security

PSL

1670

ADOPTED: October 12, 2010

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

CASE 38060 – Petition of Suffolk County, pursuant to Section 91 of the Railroad Law, for an order directing alteration of the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road at Mile Post 89.29 (US DOT #338 109D).

PETITIONER'S ADDRESS:

Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980.

APPEARANCES:

Russ Mackey, P.E., Suffolk County Department of Public Works, 335 Yaphank Avenue, Yaphank, New York 11980, appearing for petitioner.

Bruce D. Feldman, Esq., Chief Counsel (by Donna K. Hintz, Esq., Associate Attorney), New York State Department of Transportation, Division of Legal Affairs, 50 Wolf Road, Albany, New York 12232, attorneys for the Department of Transportation.

Stephen Papandon, Esq., Long Island Rail Road, Jamaica Station Building, Jamaica, New York 11435-4380, attorney for the Long Island Railroad.

Michael Sendlenski, Esq., Assistant Town Attorney, Town of Southampton, 116 Hampton Road, Southampton, New York 11968, attorney for the Town of Southampton.

PETER S. LOOMIS, Chief Administrative Law Judge:

By petition dated July 26, 2010, and filed pursuant to Section 91 of the Railroad Law on July 29, 2010, Suffolk County sought an order of the Commissioner directing alterations of the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road, at Mile Post 89.29 (US DOT #338 109D). A hearing on the matter was scheduled for August 18, 2010, and the Notice of Hearing was published in *Newsday*, a newspaper published on a daily basis in Queens, Nassau and Suffolk Counties on August 4, 2010. An affidavit of publication is in the record. In addition, the Notice of Hearing was served by First Class Mail on approximately 30 government officials, property owners and others deemed to have a potential interest in the outcome of the proceeding. None of these was returned as undeliverable.

At the hearing, sworn testimony was received from three witnesses, and two individuals made statements for the record at the conclusion of the testimony. One exhibit was received in

evidence. Those testifying were Russ Mackey, licensed professional civil engineer employed by petitioner Suffolk County; Peter Henderson, a Project Manager in the Signal Department of the Long Island Rail Road at Jamaica Station; and Michael LaPorta, a Civil Engineer II employed by the New York State Department of Transportation (NYSDOT) at its Regional Office in Hauppauge, Suffolk County, and who is also the Regional Rail Coordinator. Mark Volinski, representing his employer Buzz Chew Chevrolet, offered a comment for the record, as did Michael Hillman, Chief Engineer for the Suffolk County Department of Public Works. Although the record remained opened subsequent to the hearing until September 20, 2010 for a submission by the Long Island Rail Road, no such filing was received.

Testifying on behalf of the petitioner, Russ Mackey stated that the proposed alterations at the grade crossing of County Route 39 are part of a larger project, extending from North Sea Road (County Route 38) to the Montauk Highway (NY Route 27A), involving the installation of a second eastbound lane. Mackey sponsored Exhibit 1 in evidence, a copy of which is attached at Appendix A, and which details the changes proposed at the crossing. As may be observed from Appendix A, once the project is completed the roadway will have two six foot shoulders, one westbound lane twelve feet in width, a four foot striped median, and two twelve foot lanes heading in the eastbound direction. Additional concrete pads to extend the crossing surface will be placed on both sides of the crossing, although the pads on the north (LIRR Montauk bound) side will relate to a future project to widen the westbound portion of the road. In addition, on the south (LIRR New York City bound) side of the crossing, there will be a new five foot wide sidewalk. All of the work will be confined to the existing railroad right-of-way, the project will be funded with a combination of federal and county funds, and the expectation is that construction will start in 2011.

The existing railroad gate will be maintained on the north side of the crossing, while the existing gate on the south side of the crossing will be relocated and the arm lengthened. Additionally, a new pedestrian gate would also be installed on the south side of the crossing on the opposite side of the tracks. Additionally, Mackey stated, the Long Island Rail Road has offered "...to put in also a cantilever structure which would overhang the eastbound lanes as a further notification for motorists as they approach the grade crossing." (Transcript, page 12, lines 9 – 13) LIRR's counsel also noted that the railroad now uses a cantilever signal system "...whenever there is a two-lane roadway. So especially if there are trucks in one of the lanes, the car behind the truck is able to actually see the crossing signals because they are above the roadway." (Transcript, page 17, lines 1 – 6)

Peter Henderson, a Project Manager in the Signal Department of the Long Island Rail Road, testified that when the roadway is widened, the existing gate on the south side of the crossing will be relocated, and the gate will have a back arm for the pedestrian sidewalk. The horizontal cantilevered arm above the two eastbound lanes will also have flashers in addition to the flashers mounted on the gate mast. There will be a separate gate for pedestrians only on the other side of the tracks. Two ten foot concrete pads will be installed on the southern side of the crossing to extend the width of the crossing surface, and additional pads, as previously indicated, will be installed on the northern side in anticipation of a future project to widen the

westbound lanes. During installation of the new crossing pads, it will be necessary to close the crossing for a minimum of 12 hours and a detour will be established. Installation of the additional pads on the north side of the crossing is also being done so that all the pads can be placed at one time while the crossing is closed. Henderson testified that there are approximately six trains a day operating through the crossing moving at 45 miles per hour.

Michael LaPorta is a Licensed Professional Engineer in the Program and Planning Management Group of NYSDOT's Hauppauge Office, and as Regional Rail Coordinator, is familiar with the proposed project. LaPorta testified that the annual average daily traffic (AADT) at the site of the crossing is approximately 25,000 vehicles, and that the area is generally commercial in nature. LaPorta stated that NYSDOT concurs with the proposed modifications to the crossing inasmuch as the project will improve vehicular capacity on the roadway and also have safety benefits. LaPorta did note that although preliminary plans had been reviewed by the Main Office Grade Crossing Safety Section, that final plans would also need to be submitted to NYSDOT for review.

At the conclusion of the testimony, Mark Volinski, representing his employer Buzz Chew Chevrolet, stated that the dealership is on the south side of Settler's Path, and that the business would be impacted by any closure of County Route 39 during construction. It was suggested that Volinski speak with the County and its consultant as to these concerns. Finally, Michael Hillman, the Chief Engineer for petitioner, noted that it was the County's intent to commence construction in the spring of 2011, and that the County would work with the railroad and the community to minimize any adverse impacts during the period of construction.

Discussion and Recommendation:

The petition of Suffolk County filed pursuant to Section 91 of the Railroad Law seeks an order of the Commissioner directing certain alterations of the at-grade crossing of Route 39 over the tracks of the Long Island Rail Road. The proposed modifications at the grade crossing are part of a larger project to increase capacity along a portion of County Route 39 by the addition of a second eastbound lane. The added lane will require the widening of the crossing by the installation of additional crossing pads, together with the relocation and extension of one gate and the installation of a separate pedestrian gate for the proposed sidewalk. The east and westbound lanes will be separated by a striped median through the crossing and the railroad will also install a cantilevered structure with flashers overhanging the eastbound lanes.

Based upon the record, it is concluded that the proposed modifications to the at-grade crossing of County Route 39, also known as North Road, in the Town of Southampton, Suffolk County, over the tracks of the Long Island Rail Road, at Mile Post 89.29, will improve safety and are in the public interest. It is accordingly recommended that an order be adopted in this proceeding providing that the at-grade crossing in question be modified substantially as depicted on Exhibit 1 in evidence on this proceeding, to include an extension of the crossing surface width, the relocation of one gate with a pedestrian back arm in the southwest quadrant of the crossing, and the installation of a separate pedestrian gate in the southeast quadrant of the crossing . It

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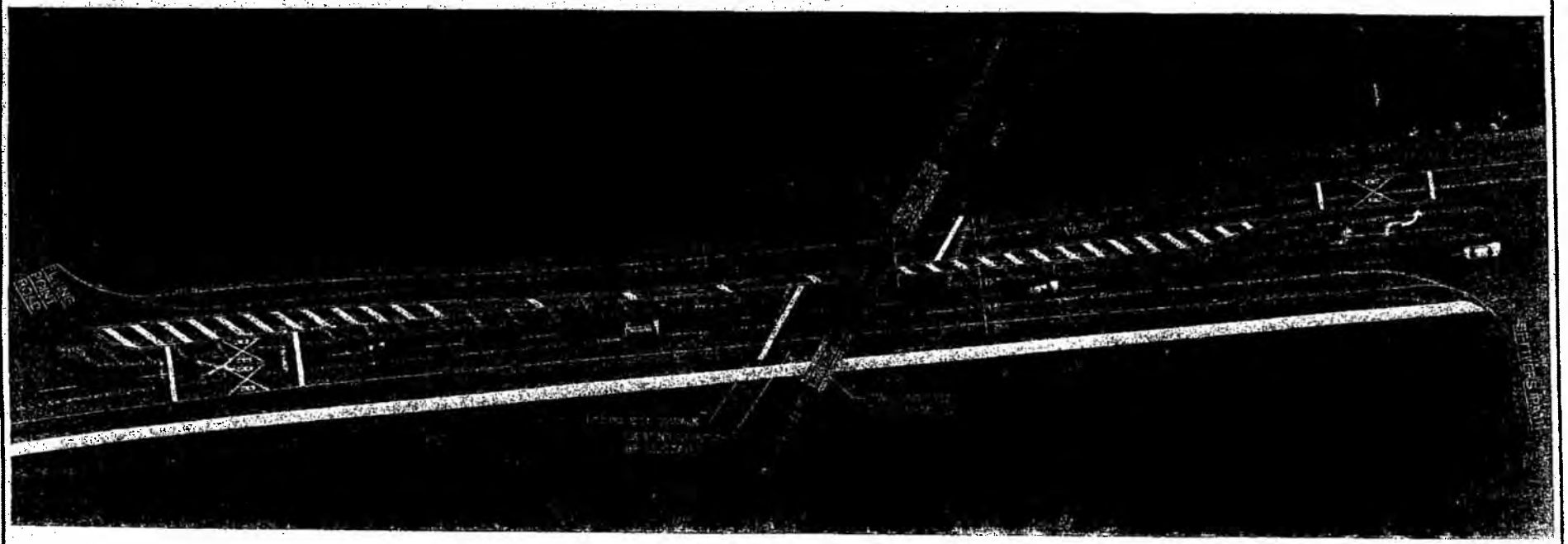
is further recommended that the railroad install a cantilevered structure with flashers that overhangs the eastbound lanes. Finally, it is recommended that the order provide that before construction is undertaken, the final plans for the said modifications be submitted to this Department for review.

September 23, 2010
PSL:ll

1670

38060 Appendix A

Ex. #1
38060



DESIGNED BY:
CHECKED BY:

HORIZONTAL SCALE

DUNN ENGINEERING ASSOCIATES, P.C.
Consulting Engineers

COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK
GILBERT ANDERSON, P.E. - COMMISSIONER

COUNTY ROAD 39
NORTH SEA ROAD TO MONTAUK HIGHWAY

LIRR GRADE CROSSING 338-109D
COUNTY ROAD 39 (FLYING POINT ROAD)

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Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528

AGREEMENT FOR ENTRY UPON LANDS OWNED BY RAILROADS AND FOR CHANGES OF FACILITIES

This Agreement made this 15th day of June, 2011 by and between **Suffolk County Department of Public Works (SCDPW)** (hereinafter called "PROJECT SPONSOR"), whose office is at **335 Yaphank Avenue Yaphank, NY 11980** in the and County of **Suffolk**, State of New York; and the **Metropolitan Transportation Authority (MTA), Agency (Railroad)** (hereinafter called "COMPANY"), a corporation organized under and existing by virtue of the laws of the State of **New York** and having its general office at **93-59 183rd Street, Department 3146 Hollis, NY 11423** (Railroad address).

TERM OF AGREEMENT: The term of this Agreement shall commence on the date of full execution and shall expire upon completion of the Work unless sooner terminated as provided in the Agreement.

TOTAL COST OF AGREEMENT: Shall not exceed **$627,818.00** (**Six Hundred Twenty Seven Thousand Eight Hundred Eighteen and 00/100 Dollars**).

TERMS AND CONDITIONS: Shall be as set forth in Exhibits A through D of this Agreement.

Metropolitan Transportation Authority

By: _____

Name: _____

Title: _____

Date: _____

Approved As To Legality:
Christine Malafi, County Attorney

By: _____

Name: _____
Assistant County Attorney

Date: _____

County of Suffolk

By: _____

Name: _____

Title: _____

Date: _____

Recommended by:
Department of Public Works

By: _____

Name: _____
Commissioner

Date: _____

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Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 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.

_____
(signature and office of individual taking acknowledgement)

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Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528

Exhibit A

WHEREAS, the COMPANY is the owner of certain lands and premises constituting its right-of-way, in Town of Southampton of New York, and over which it operates its railroad; and

WHEREAS, the PROJECT SPONSOR has prepared plans and specifications for a project described as follows: CR 39, North Road Reconstruction from CR 38, North Sea Road to NY 27, Montauk Highway, PIN 075736, CP 5528.311 (hereinafter called "PROJECT"); and

WHEREAS, the PROJECT SPONSOR has acquired or will acquire the necessary lands and easements therefore and intends to cause the performance and supervision of the work of the PROJECT and

WHEREAS, part of the PROJECT will be carried across a portion of the right-of-way of the COMPANY, in accordance with plans and specifications approved by the COMPANY, and in connection with the work of the PROJECT the PROJECT SPONSOR has requested the COMPANY to consent to the entry upon such lands and also to perform certain work necessary for the accommodation of such construction in the first instance.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereby agree as follows:

1. **Responsibilities of the Parties.**

   a. The COMPANY shall perform all work and/or provide such facilities described in Exhibit C, to accommodate the Project, (hereinafter the "Work") The COMPANY hereby agrees to use reasonable efforts in connection with its access to the Work site. The COMPANY will provide an advance schedule of the dates and times when the Approved Activities shall be performed.

   b. The PROJECT SPONSOR hereby grants to the COMPANY the right of access over the adjacent area owned by the PROJECT SPONSOR as reasonably necessary to perform the work described in Exhibit C. The rights herein granted shall extend to all activities reasonably necessary to accomplish the foregoing purposes.

2. **Term and Termination**

   a. Term. This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, the COMPANY shall promptly discontinue all Work, unless otherwise direct by the Termination Notice.

   b. Termination. The PROJECT SPONSOR shall have the right to terminate this Agreement, in writing, in the event of failure by the COMPANY to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall

be effective unless the COMPANY is given ten (10) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Section 15 of this Agreement. During such 10-day period, the COMPANY will be given the opportunity for consultation with the PROJECT SPONSOR and an opportunity to cure all failures of its obligations under this Agreement. In the event the COMPANY fails to cure all of its obligations under this Agreement, the PROJECT SPONSOR may issue a notice terminating the Agreement ("Termination Notice"), effective immediately, upon delivery as provided for in Section 15 of this Agreement.

(i) The PROJECT SPONSOR shall be released from any and all liability under the Agreement, effective as of the date of the Termination Notice.

(ii) Nothing contained in this paragraph shall be construed as a limitation on the PROJECT SPONSOR's legal or equitable remedies, or other rights available to it.

(iii) Unless and until the PROJECT SPONSOR has terminated this Agreement, the COMPANY shall remain fully liable and responsible to perform the Work.

c. Duties upon Termination. Upon termination, the COMPANY shall discontinue the Work. The PROJECT SPONSOR shall pay the COMPANY for Work rendered through the date of termination.

3. COMPANY/PROJECT SPONSOR Responsible for Performance of Respective Contractors.

a. If the COMPANY enters into subcontracts for the performance of Work under this Agreement, the COMPANY shall be solely responsible to the PROJECT SPONSOR for performance, whether the Work is performed by the COMPANY or its subcontractors. Nothing in any subcontract shall impair the rights of the PROJECT SPONSOR under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the PROJECT SPONSOR. Nothing in this Agreement shall impair any right of contribution or indemnification that the COMPANY may have against any subcontractor or other third party.

b. If the PROJECT SPONSOR enters into subcontracts for the performance of Work under this Agreement, the PROJECT SPONSOR shall be solely responsible to the COMPANY for performance, whether the Work is performed by the PROJECT SPONSOR or its subcontractors. Nothing in any subcontract shall impair the rights of the COMPANY under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the COMPANY. Nothing in this Agreement shall impair any right of contribution or indemnification that the PROJECT SPONSOR may have against any subcontractor or other third party.

4. Indemnification and Defense by the COMPANY.

a. To the extent permitted by law, the COMPANY shall protect, indemnify, and

hold harmless the PROJECT SPONSOR, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the COMPANY, including reimbursement of the cost of reasonable attorneys' fees incurred by the PROJECT SPONSOR, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

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

c. To the extent permitted by law, the COMPANY shall defend the PROJECT SPONSOR, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with , this Agreement, and any copyright infringement proceeding or action. At the PROJECT SPONSOR's option, the PROJECT SPONSOR may require the COMPANY to pay reasonable attorneys' fees for the defense of any such suit.

5. Indemnification and Defense by the PROJECT SPONSOR.

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

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

c. To the extent permitted by law, the COMPANY shall defend the PROJECT SPONSOR, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with , this Agreement, and any copyright infringement proceeding or action. At the PROJECT SPONSOR's option, the PROJECT SPONSOR may require the COMPANY to pay reasonable attorneys' fees for the defense of any such suit.

6. Insurance.

a. The COMPANY agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the PROJECT SPONSOR and as may be mandated and increased from time to time. The COMPANY agrees to require that all of its subcontractors, in connection with work performed for the COMPANY related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the PROJECT SPONSOR for the COMPANY. Unless otherwise specified by the PROJECT SPONSOR and agreed to by the COMPANY, in writing, such insurance shall be as follows:

(i) Liability and property damage insurance policies, each with limits of: Single limit of $ 2,000,000* combined bodily injury liability and/or property damage liability for each occurrence with a $ 6,000,000* aggregate limit per annual policy period in the types specified, VIZ:

(a) Contractor's liability insurance issued to and covering liability for damages imposed by law upon the COMPANY with respect to all work performed by the COMPANY under this Agreement, with endorsement providing coverage for damages arising out of the project or property owned by the COMPANY or in its care, custody and control;

(b) Contractor's liability insurance issued to and covering liability for damages imposed by law upon each contractor of the COMPANY with respect to all work performed by said contractor under this Agreement;

(c) Protective liability insurance issued to and covering liability for damages imposed by law upon the COMPANY with respect to all work performed for the COMPANY by its contractor(s) under this Agreement;

(d) Protective liability insurance issued to and covering liability for damages imposed by law upon the PROJECT SPONSOR and employees of the PROJECT SPONSOR both officially and personally, with respect to all work performed under this Agreement by the COMPANY, or by its contractors, including omissions and supervisory acts of

the PROJECT SPONSOR.

(ii) In case the COMPANY shall, with the consent of the PROJECT SPONSOR make contracts for any part of the work or facilities covered by this Agreement it is hereby agreed that said subcontractor, at no cost to PROJECT SPONSOR or-COMPANY, shall procure and maintain until the work covered by said contract has been completed to the satisfaction of the PROJECT SPONSOR and COMPANY compensation insurance for the benefits of such employees engaged therein, as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

* *Amounts may vary according to each Railroad or project circumstances. Values noted are maximum coverages allowed for premium costs to be eligible for federal reimbursement.*

(iii) **Automobile Liability** insurance (if any vehicles are used by the COMPANY in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The COMPANY shall furnish to the PROJECT SPONSOR Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the PROJECT SPONSOR shall be named as an additional insured and the COMPANY shall furnish a Declaration Page and endorsement page evidencing the PROJECT SPONSOR's status as an additional insured on said policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the PROJECT SPONSOR to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the PROJECT SPONSOR shall have given the COMPANY notice in writing.

e. In the event COMPANY shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the

PROJECT SPONSOR may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due COMPANY under this Agreement or any other agreement between the County and COMPANY.

f. If the COMPANY has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

7. Set-Off Rights

The PROJECT SPONSOR shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the PROJECT SPONSOR's option to withhold, for the purposes of set-off, any moneys due the COMPANY under this Agreement up to any amounts due and owing to the PROJECT SPONSOR with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County of Suffolk for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The PROJECT SPONSOR shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with

8. Authorization under Federal, State and Local Law

In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the COMPANY to enter into this Agreement, or to undertake the PROJECT, or to observe, assume, or carry out any of the provisions of this Agreement, the COMPANY shall initiate and complete such action as is so required.

9. Certification as to Relationships

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

11. No Implied Waiver

No waiver shall be inferred from any failure or forbearance by the PROJECT SPONSOR to enforce any provision of this Agreement in any particular instance or

instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

12. Cooperation on Claims

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

13. No Intended Third party Beneficiaries

This Agreement is entered into solely for the benefit of the PROJECT SPONSOR and the Company. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this agreement.

14. Independent Contractor

It is expressly agreed that the COMPANY and the PROJECT SPONSOR's status under this Agreement is that of independent contractors. Neither party, nor any person hired by such party, shall be considered an employee of the other party for any purpose.

15 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 COMPANY at the address on page 1 of the Agreement and 2.) to the PROJECT SPONSOR, to SCDPW at the address on page 1, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the COMPANY relating to a legal claim shall be immediately sent to SCDPW and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The PROJECT SPONSOR shall report to the COMPANY 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.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

17. Merger; No Oral Changes

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

18. Severability

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

End of Text for Exhibit A

Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528

EXHIBIT B

Legislative Requirements

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County 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 said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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

2. Living Wage Law

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage 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 Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 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. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. 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 Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of 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**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owner's 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 County, 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 County, 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, County, 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 this agreement.

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

This Agreement 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 collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or County, as the case may be, agree to maintain the documentation

mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or County, as the case may be, further agree that 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.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

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

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

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, 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 this Agreement with regard to child sexual abuse reporting policy.

8. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

9. Local Law 25-1990 as amended by Local Law 28-2004 – Nonresponsible Certification

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code §§ 143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction: shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "NONRESPONSIBLE BIDDER."

10. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at **http://legis.suffolkcountyny.gov/.** Click on **"Search the Laws of Suffolk County."**

End of Text for Exhibit B

Reconstruction of CR 39, North Road
from CR 38, North Sea Road to NY 27, Montauk Highway
PIN 075736, CP 5528

Exhibit C

Description of Services and Work Plan

1. **Description of Services**

   a. **PROJECT SPONSOR Responsibilities**

      I. PROJECT SPONSOR shall complete the work as described in detail in Section C.2.a (Work Plan) of this Agreement.
      II. At PROJECT SPONSOR's discretion, the PROJECT SPONSOR may enter into a subcontract with a subcontractor selected by the PROJECT SPONSOR for all or a portion of the planning, design and construction Work hereunder.
      III. If the PROJECT SPONSOR enters into a subcontract, the PROJECT SPONSOR shall oversee construction of the PROJECT and shall review and approve any subcontractor invoices. The PROJECT SPONSOR shall pay its subcontractor for such Work in the first instance.

   b. **Company Responsibilities**

      I. COMPANY shall complete the work as described in detail in Section C.2.b (Work Plan) of this Agreement.
      II. At COMPANY's discretion, the COMPANY may enter into a subcontract with a subcontractor selected by the COMPANY for all or a portion of the planning, design and construction Work hereunder.
      III. If the COMPANY enters into a subcontract, the COMPANY shall oversee construction of the PROJECT and shall review and approve any subcontractor invoices. The COMPANY shall pay its subcontractor for such Work in the first instance.

2. **Work Plan**

   a. **PROJECT SPONSOR**

   Design, Construction and inspection for Improvements on CR 39, Flying Point Road including but not limited to:

   - Installation of drainage facilities
   - Installation of curb and sidewalk
   - Full depth pavement construction
   - Asphalt resurfacing
   - Installation of new pavement markings
   - Installation of traffic signal equipment and signage.

b. Company

Design, Construction and inspection of track pad extensions, one (1) sidewalk crossing gate, a cantilever flashing signal and the relocation of a main gate arm with pedestrian backarm but not limited to:

- Excavation of foundations
- Form, build rebar cage, set anchor bolts and pour foundations
- Drop rails, remove pads, Ties and install new ties and pads
- Assemble foundations
- Relocation of pull boxes
- Install conduit
- Pull all necessary wires
- Assemble gates
- relocate main gate
- installation of pedestrian gate, and cantilever with flashers
- Provide signal protection and flagging support for SCDPW as needed

Payment Terms

1. Payment Terms

a. Any and all costs and expenses of performing the Work shall be paid in the first instance by the COMPANY. Upon completion of the Work (or a portion thereof), the COMPANY shall prepare and submit a Suffolk County Payment Voucher for payment by the PROJECT SPONSOR, with supporting documentation sufficient to enable the PROJECT SPONSOR to reimburse the COMPANY for its expenditures less the value of materials recovered. Such documentation may include, but is not limited to, copies of approved invoices from the COMPANY's subcontractor, or any other documentation necessary to enable PROJECT SPONSOR to process and approve payment to COMPANY.

b. The Suffolk County Payment Voucher shall list all information regarding the Work and other items for which expenditures have been or will be made in accordance with this Agreement. Either upon execution of the Agreement not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Agreement, the COMPANY shall furnish the PROJECT SPONSOR with detailed documentation in support of the payment for the Work or expenditures under this Agreement All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the PROJECT SPONSOR by a COMPANY official empowered to sign the same.

c. All costs so submitted by the COMPANY shall be subject to the approval of the PROJECT SPONSOR and shall be subject to audit. Reimbursement therefore by the PROJECT SPONSOR to the COMPANY will be made for monthly periods as to the work performed or facilities provided by the COMPANY in accordance with approved Suffolk County Payment Vouchers showing the cost of the Work so performed or facilities provided up to and including the last day of the previous month. Payment by the PROJECT SPONSOR shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller. .

d. The COMPANY agrees that the total amount reimbursed by the PROJECT SPONSOR to the COMPANY for expenditures made in connection with the Work shall not exceed **>> and 00/100 Dollars ($>>)**. The acceptance by the COMPANY of payment of all expenses made on the final approved Suffolk

County Payment Voucher shall operate as and be a release of the County from all claims by the COMPANY.

e. The charges payable to the COMPANY under this Agreement are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

2. Audit

a. All payments made under the Agreement are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to this Agreement. The COMPAN"s failure to cooperate in any Audit shall be deemed an Event of Default.

b. If such an audit discloses overpayments by the PROJECT SPONSOR to the COMPANY, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the COMPANY shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the PROJECT SPONSOR may recoup overpayments from any amounts due or becoming due to the COMPANY from the PROJECT SPONSOR under this Agreement or otherwise.

c. The provisions of this subparagraph shall survive the expiration or termination of the Contract and shall be in addition to any rights of the County set forth in the Contract.

d. On projects financed in whole or in part with Federal funds, and in recognition of the participation by the Federal Government in the costs to the PROJECT SPONSOR of this PROJECT, the COMPANY shall keep and retain cost records and accounts so that they will be available for audit by authorized representatives of the Federal Government and / or the State of New York. The COMPANY does further agree that on or before the date of its final billing pursuant to this Agreement, it will notify the PROJECT SPONSOR in writing of the location where such cost records and accounts will be available for audit by the Government, all in accordance with the U.S. Department of Transportation Federal-Aid Policy Guide.

3. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

4. No Limitation on Rights

Notwithstanding anything in this Agreement, the County shall have available to it all rights and remedies under the Agreement and at law and equity.

Intro. Res. No. 1671 - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AUTHORIZING THE COUNTY EXECUTIVE TO REQUEST A PUBLIC HEARING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 100, SUFFOLK AVENUE IN THE VICINITY OF BRENTWOOD ROAD CROSSING, TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK (CP 5065)

WHEREAS, pursuant to Section 91 of the Railroad Law, a petition for a Public Hearing must be requested by the County Executive and the County Legislature of any County having jurisdiction, for any project that seeks to alter at-grade crossings of the street or highway in question; and

WHEREAS, a Public Hearing has been set for August 17, 2011 with respect to this petition; and

WHEREAS, a resolution must be in place prior to this meeting; and

WHEREAS, it is necessary for the County of Suffolk and the MTA/LIRR to enter into an agreement allowing entry onto lands owned by the railroad, and to allow the railroad to perform work requested by the County to accomplish this project (Exhibit A); and

WHEREAS, there is sufficient funding available to progress the work required of the MTA/LIRR for this project; now, therefore be it

1st **RESOLVED**, Resolution No. 1184-2002 approved by the County Legislature issued a SEQRA Negative Declaration for the project, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-five (55) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998 and reaffirmed by Resolution No. 209-2000; and be it further

3rd **RESOLVED**, that the County Legislature hereby authorizes the County Executive, to request a Public Hearing from the New York State Department of Transportation; and be it further

4th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, subject to the approval of the County Attorney, to execute an Entry Agreement, substantially similar to the agreement attached to this resolution, with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for said project, and to execute any and all contract documents related to this project, on behalf of the County of

Suffolk providing for Suffolk County's participation in the above referenced project; and be it further

5th **RESOLVED**, that the Entry 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:

1671

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, AUTHORIZING THE COUNTY EXECUTIVE TO REQUEST A PUBLIC HEARING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND EXECUTE AN AGREEMENT WITH THE METROPOLITAN TRANSPORTATION AUTHORITY (MTA)/LONG ISLAND RAILROAD (LIRR) FOR ENTRY UPON LANDS OWNED BY RAILROADS, IN CONNECTION WITH IMPROVEMENTS TO CR 100, SUFFOLK AVENUE IN THE VICINITY OF BRENTWOOD ROAD CROSSING, TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK (CP 5065)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes ____ No __X___**

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

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

There is no fiscal impact from this resolution which simply authorizes a public hearing and an Entry Agreement to LIRR property.

8. Proposed Source of Funding

There is no fiscal impact from this resolution which simply authorizes a public hearing and public hearing and an Entry Agreement to LIRR property.

9. Timing of Impact

2011

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 18, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1671

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1671

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: July 7, 2011

RE: Authorizing the County Executive to Request a Public Hearing from the New York State Department of Transportation and Execute an Agreement with the Metropolitan Transportation Authority (MTA)/Long Island Railroad (LIRR) for Entry Upon Lands owned by Railroads, in Connection with Improvements to CR 100, Suffolk Avenue in the Vicinity of Brentwood Road Crossing, Town of Islip (CP 5065)

Attached is a draft resolution and duplicate copy authorizing the County Executive to request a Public Hearing from the New York State Department of Transportation and to enter into an agreement with the MTA/LIRR to allow entry and at-grade railroad crossing improvements in connection with the above referenced project.

A Public Hearing has been scheduled for August 17, 2011 and an authorizing resolution must be in place prior to hearing.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5065-CR100 LIRR Agreement.doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1671

EXHIBIT A
CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

AGREEMENT FOR ENTRY UPON LANDS OWNED BY RAILROADS AND FOR CHANGES OF FACILITIES

This Agreement made this 14th day of June, 2011 by and between **Suffolk County Department of Public Works (SCDPW)** (hereinafter called "PROJECT SPONSOR"), whose office is at **335 Yaphank Avenue Yaphank, New York 11980** in the County of **Suffolk**, State of New York; and the **Metropolitan Transportation Authority (MTA), Agency (Railroad)** (hereinafter called "COMPANY"), a corporation organized under and existing by virtue of the laws of the State of **New York** and having its general office at **93-59 183rd Street, Department 3146 Hollis, New York 11423**.

TERM OF AGREEMENT: The term of this Agreement shall commence on the date of full execution and shall expire upon completion of the Work unless sooner terminated as provided in the Agreement.

TOTAL COST OF AGREEMENT: Shall not exceed **$449,151.00** (**Four Hundred Forty Nine Thousand One Hundred Fifty One Dollars and 00/100**) ***(>>to be revised with 2011 $'s)***.

TERMS AND CONDITIONS: Shall be as set forth in Exhibits A through D of this Agreement.

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

Metropolitan Transportation Authority

By: _____

Name: _____

Title: _____

Date: _____

Approved As To Legality:
Christine Malafi, County Attorney

By: _____

Name: _____
Assistant County Attorney

Date: _____

County of Suffolk

By: _____

Name: _____

Title: _____

Date: _____

Recommended by:
Department of Public Works

By: _____

Name: _____
Commissioner

Date: _____

1671

CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 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.

_____
(signature and office of individual taking acknowledgement)

CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

Exhibit A

WHEREAS, the COMPANY is the owner of certain lands and premises constituting its right-of-way, in Town of Islip, New York, and over which it operates its railroad; and

WHEREAS, the Project Sponsor has prepared plans and specifications for a project described as follows: **Intersection Improvements on CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue, Town of Islip (CP 5065.311)** (hereinafter called "PROJECT"); and

WHEREAS, the Project Sponsor has acquired or will acquire the necessary lands and easements therefore and intends to cause the performance and supervision of the work of the PROJECT; and

WHEREAS, part of the PROJECT will be carried across a portion of the right-of-way of the COMPANY, in accordance with plans and specifications approved by the COMPANY, and in connection with the work of the PROJECT, the Project Sponsor has requested the COMPANY to consent to the entry upon such lands and also to perform certain work necessary for the accommodation of such construction in the first instance.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereby agree as follows:

1. **Responsibilities of the Parties.**

   a. The COMPANY shall perform all work and/or provide such facilities described in Exhibit C, to accommodate the Project (hereinafter the "Work"). The COMPANY hereby agrees to use reasonable efforts in connection with its access to the Work site. The COMPANY will provide an advance schedule of the dates and times when the Approved Activities shall be performed.

   b. The Project Sponsor hereby grants to the COMPANY the right of access over the adjacent area owned by the Project Sponsor as reasonably necessary to perform the work described in Exhibit C. The rights herein granted shall extend to all activities reasonably necessary to accomplish the foregoing purposes.

2. **Term and Termination**

   a. Term. This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, the COMPANY shall promptly discontinue all Work, unless otherwise direct by the Termination Notice.

   b. Termination. The Project Sponsor shall have the right to terminate this Agreement, in writing, in the event of failure by the COMPANY to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless the COMPANY is given ten (10) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with Section 15 of this Agreement. During such 10-day period, the COMPANY will be

given the opportunity for consultation with the Project Sponsor and an opportunity to cure all failures of its obligations under this Agreement. In the event the COMPANY fails to cure all of its obligations under this Agreement, the Project Sponsor may issue a notice terminating the Agreement ("Termination Notice"), effective immediately, upon delivery as provided for in Section 15 of this Agreement.

(i) The Project Sponsor shall be released from any and all liability under the Agreement, effective as of the date of the Termination Notice.

(ii) Nothing contained in this paragraph shall be construed as a limitation on the Project Sponsor's legal or equitable remedies, or other rights available to it.

(iii) Unless and until the Project Sponsor has terminated this Agreement, the COMPANY shall remain fully liable and responsible to perform the Work.

c. Duties upon Termination. Upon termination, the COMPANY shall discontinue the Work. The Project Sponsor shall pay the COMPANY for Work rendered through the date of termination.

3. COMPANY/Project Sponsor Responsible for Performance of Respective Contractors.

a. If the COMPANY enters into subcontracts for the performance of Work under this Agreement, the COMPANY shall be solely responsible to the Project Sponsor for performance, whether the Work is performed by the COMPANY or its subcontractors. Nothing in any subcontract shall impair the rights of the Project Sponsor under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the Project Sponsor. Nothing in this Agreement shall impair any right of contribution or indemnification that the COMPANY may have against any subcontractor or other third party.

b. If the Project Sponsor enters into subcontracts for the performance of Work under this Agreement, the Project Sponsor shall be solely responsible to the COMPANY for performance, whether the Work is performed by the Project Sponsor or its subcontractors. Nothing in any subcontract shall impair the rights of the COMPANY under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the COMPANY. Nothing in this Agreement shall impair any right of contribution or indemnification that the Project Sponsor may have against any subcontractor or other third party.

4. Indemnification and Defense by the COMPANY.

a. To the extent permitted by law, the COMPANY shall protect, indemnify, and hold harmless the Project Sponsor, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence

or any acts or omissions of the COMPANY, including reimbursement of the cost of reasonable attorneys' fees incurred by the Project Sponsor, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

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

c. To the extent permitted by law, the COMPANY shall defend the Project Sponsor, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with , this Agreement, and any copyright infringement proceeding or action. At the Project Sponsor's option, the Project Sponsor may require the COMPANY to pay reasonable attorneys' fees for the defense of any such suit.

5. Indemnification and Defense by the Project Sponsor.

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

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

c. To the extent permitted by law, the COMPANY shall defend the Project Sponsor, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with , this Agreement, and any

copyright infringement proceeding or action. At the Project Sponsor's option, the Project Sponsor may require the COMPANY to pay reasonable attorneys' fees for the defense of any such suit.

6. Insurance.

a. The COMPANY agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the Project Sponsor and as may be mandated and increased from time to time. The COMPANY agrees to require that all of its subcontractors, in connection with work performed for the COMPANY related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the Project Sponsor for the COMPANY. Unless otherwise specified by the Project Sponsor and agreed to by the COMPANY, in writing, such insurance shall be as follows:

i. Liability and property damage insurance policies, each with limits of: Single limit of $2,000,000* combined bodily injury liability and/or property damage liability for each occurrence with a $6,000,000* aggregate limit per annual policy period in the types specified, VIZ:

(a) Contractor's liability insurance issued to and covering liability for damages imposed by law upon the COMPANY with respect to all work performed by the COMPANY under this Agreement, with endorsement providing coverage for damages arising out of the project or property owned by the COMPANY or in its care, custody and control;

(b) Contractor's liability insurance issued to and covering liability for damages imposed by law upon each contractor of the COMPANY with respect to all work performed by said contractor under this Agreement;

(c) Protective liability insurance issued to and covering liability for damages imposed by law upon the COMPANY with respect to all work performed for the COMPANY by its contractor(s) under this Agreement;

(d) Protective liability insurance issued to and covering liability for damages imposed by law upon the Project Sponsor and employees of the Project Sponsor both officially and personally, with respect to all work performed under this Agreement by the COMPANY, or by its contractors, including omissions and supervisory acts of the Project Sponsor.

ii. In case the COMPANY shall, with the consent of the Project Sponsor make contracts for any part of the work or facilities covered by this

Agreement it is hereby agreed that said subcontractor, at no cost to Project Sponsor or-COMPANY, shall procure and maintain until the work covered by said contract has been completed to the satisfaction of the Project Sponsor and COMPANY compensation insurance for the benefits of such employees engaged therein, as are required to be insured by the provisions of the Worker's Compensation Law of the State of New York.

iii. **Automobile Liability** insurance (if any vehicles are used by the COMPANY in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. The COMPANY shall furnish to the Project Sponsor Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Project Sponsor shall be named as an additional insured and the COMPANY shall furnish a Declaration Page and endorsement page evidencing the Project Sponsor's status as an additional insured on said policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the project Sponsor to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the Project Sponsor shall have given the COMPANY notice in writing.

e. In the event COMPANY shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the Project Sponsor may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due COMPANY under this Agreement or any other agreement between the County and COMPANY.

f. If the COMPANY has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

7. Set-Off Rights

The Project Sponsor shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Project Sponsor's

option to withhold, for the purposes of set-off, any moneys due the COMPANY under this Agreement up to any amounts due and owing to the Project Sponsor with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County of Suffolk for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Project Sponsor shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with

8. Authorization under Federal, State and Local Law

In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the COMPANY to enter into this Agreement, or to undertake the PROJECT, or to observe, assume, or carry out any of the provisions of this Agreement, the COMPANY shall initiate and complete such action as is so required.

9. Certification as to Relationships

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

11. No Implied Waiver

No waiver shall be inferred from any failure or forbearance by the Project Sponsor to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

12. Cooperation on Claims

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

13. No Intended Third party Beneficiaries

This Agreement is entered into solely for the benefit of the Project Sponsor and the Company. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this agreement.

14. Independent Contractor

It is expressly agreed that the COMPANY and the Project Sponsor's status under this Agreement is that of independent contractors. Neither party, nor any person hired by such party, shall be considered an employee of the other party for any purpose.

15 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 COMPANY at the address on page 1 of the Agreement and 2.) to the Project Sponsor, to SCDPW at the address on page 1, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the COMPANY relating to a legal claim shall be immediately sent to SCDPW and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The Project Sponsor shall report to the COMPANY 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.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County; New York or the United States District Court for the Eastern District of New York.

17. Merger; No Oral Changes

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

18. Severability

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

End of Text for Exhibit A

CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

EXHIBIT B
Legislative Requirements

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County 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 said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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

2. Living Wage Law

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage 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 Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 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. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. 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 Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of 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**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owner's 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 County, 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 County, 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, County, 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 this agreement.

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

This Agreement 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 collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or County, as the case may be, agree to maintain the documentation

mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or County, as the case may be, further agree that 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.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

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

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

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

The Contractor agrees to comply with Chapter 577, Article IV, 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 this Agreement with regard to child sexual abuse reporting policy.

8. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

9. Local Law 25-1990 as amended by Local Law 28-2004 – Nonresponsible Certification

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code §§ 143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction: shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "NONRESPONSIBLE BIDDER."

10. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at **http://legis.suffolkcountyny.gov/.** Click on **"Search the Laws of Suffolk County."**

End of Text for Exhibit B

CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

Exhibit C
Description of Services and Work Plan

1. **Description of Services**

   a. **Project Sponsor Responsibilities**

      I. PROJECT SPONSOR shall complete the work as described in detail in Section C.2.a (Work Plan) of this Agreement.
      II. At PROJECT SPONSOR's discretion, the PROJECT SPONSOR may enter into a subcontract with a subcontractor selected by the PROJECT SPONSOR for all or a portion of the planning, design and construction Work hereunder.
      III. If the PROJECT SPONSOR enters into a subcontract, the PROJECT SPONSOR shall oversee construction of the PROJECT and shall review and approve any subcontractor invoices. The PROJECT SPONSOR shall pay its subcontractor for such Work in the first instance.

   b. **Company Responsibilities**

      I. COMPANY shall complete the work as described in detail in Section C.2.b (Work Plan) of this Agreement.
      II. At COMPANY's discretion, the COMPANY may enter into a subcontract with a subcontractor selected by the COMPANY for all or a portion of the planning, design and construction Work hereunder.
      III. If the COMPANY enters into a subcontract, the COMPANY shall oversee construction of the PROJECT and shall review and approve any subcontractor invoices. The COMPANY shall pay its subcontractor for such Work in the first instance.

2. **Work Plan**

   a. **Project Sponsor**

Design, construction and inspection for Improvements on CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue, including, but not limited to:

- installation of positive drainage facilities
- full depth pavement construction
- installation of curb and sidewalk
- asphalt resurfacing
- installation of new pavement markings
- installation of decorative lighting
- installation of traffic signal equipment and signage

   b. **Company**

Design, construction and inspection of two cantilever flasher signals including, but not limited to:

- excavation and backfill of foundation

- form, build rebar cage, set anchor bolts and pour cantilever signal foundation
- dig conduit
- pull all necessary cables

Design, construction and inspection of West side grade crossing including, but not limited to:

- provide mark-out for all LIRR facilities as needed
- install two new gate foundations at west side of crossing
- dig under tracks
- install ducts for the west side of crossing
- move pedestrian gate stanton to new foundation, adjust and test functionality
- install new gate crossing on new foundation, adjust and test functionality

Design, construction and inspection of East side grade crossing including, but not limited to:

- install longer arms and weights on east crossing gate, adjust and test functionality
- install jumpers

General:

- provide signal protection and flagging support for SCDPW as needed
- Revise all circuits as needed
- Install rubber crossing pads at west end of grade crossing
- Repair all pavement disturbed by the grade crossing within Long Island Railroad right of way AND Suffolk County right of way as instructed

End of Text for Exhibit C

CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue
Town of Islip
CP 5065

Exhibit D
Payment Terms

1. **Payment Terms**

   a. Any and all costs and expenses of performing the Work shall be paid in the first instance by the COMPANY. Upon completion of the Work (or a portion thereof), the COMPANY shall prepare and submit a Suffolk County Payment Voucher for payment by the Project Sponsor, with supporting documentation sufficient to enable the Project Sponsor to reimburse the COMPANY for its expenditures less the value of materials recovered. Such documentation may include, but is not limited to, copies of approved invoices from the COMPANY's subcontractor, or any other documentation necessary to enable Project Sponsor to process and approve payment to COMPANY.

   b. The Suffolk County Payment Voucher shall list all information regarding the Work and other items for which expenditures have been or will be made in accordance with this Agreement. Either upon execution of the Agreement not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Agreement, the COMPANY shall furnish the Project Sponsor with detailed documentation in support of the payment for the Work or expenditures under this Agreement All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons, and certification of such authorization with certified specimen signatures thereon must be filed with the Project Sponsor by a COMPANY official empowered to sign the same.

   c. All costs so submitted by the COMPANY shall be subject to the approval of the Project Sponsor and shall be subject to audit. Reimbursement therefore by the Project Sponsor to the COMPANY will be made for monthly periods as to the work performed or facilities provided by the COMPANY in accordance with approved Suffolk County Payment Vouchers showing the cost of the Work so performed or facilities provided up to and including the last day of the previous month. Payment by the Project Sponsor shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller.

   d. The COMPANY agrees that the total amount reimbursed by the Project Sponsor to the COMPANY for expenditures made in connection with the Work shall not exceed **>> and 00/100 Dollars ($>>)**. The acceptance by the COMPANY of payment of all expenses made on the final approved Suffolk County Payment Voucher shall operate as and be a release of the County

from all claims by the COMPANY.

e. The charges payable to the COMPANY under this Agreement are exclusive of federal, state, and local taxes, the County being a municipality exempt from payment of such taxes.

2. Audit

a. All payments made under the Agreement are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to this Agreement. The COMPAN"s failure to cooperate in any Audit shall be deemed an Event of Default.

b. If such an audit discloses overpayments by the Project Sponsor to the COMPANY, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the COMPANY shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the Project Sponsor may recoup overpayments from any amounts due or becoming due to the COMPANY from the Project Sponsor under this Agreement or otherwise.

c. The provisions of this subparagraph shall survive the expiration or termination of the Contract and shall be in addition to any rights of the County set forth in the Contract.

d. On projects financed in whole or in part with Federal funds, and in recognition of the participation by the Federal Government in the costs to the Project Sponsor of this PROJECT, the COMPANY shall keep and retain cost records and accounts so that they will be available for audit by authorized representatives of the Federal Government and / or the State of New York. The COMPANY does further agree that on or before the date of its final billing pursuant to this Agreement, it will notify the Project Sponsor in writing of the location where such cost records and accounts will be available for audit by the Government, all in accordance with the U.S. Department of Transportation Federal-Aid Policy Guide.

3. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

4. No Limitation on Rights

Notwithstanding anything in this Agreement, the County shall have available to it all rights and remedies under the Agreement and at law and equity.

Intro Res. No. 1615 -11 LOT 8/2/11
Introduced by the Presiding Officer Lindsay on request of the County Executive

RESOLUTION NO. -11, ACCEPTING AND APPROPRIATING SUPPLEMENTAL ADULT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

WHEREAS, the New York State Department of Labor (NYSDOL) has awarded a grant in the amount of $157,698 to the Suffolk County Department of Labor to fund Training; and

WHEREAS, this grant is funded by the Workforce Investment Act (WIA) program, for the express purpose of providing training services; and

WHEREAS, the funds were awarded for training, to provide vocational skills assessment and skills training.

WHEREAS, these funds have not been included in the 2011 Adopted Operating Budget; and

WHEREAS, these funds are 100% Federal funded; now, therefore, be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and appropriate the additional funds as follows:

REVENUES:
320- LAB - 4790 Federal Aid: Various Labor Programs $157,698

ORGANIZATIONS:

Department of Labor (LAB)
Workforce Investment Act
320-6300

1000 PERSONAL SERVICES	**$21,198**
1110 – Interim Salaries	$21,198
4000 CONTRACTUAL EXPENSES	**$136,500**
45600 – Fees For Services: Non-Employ	$136,500

and be it further

2ND RESOLVED, that the Reporting Category for the County Integrated Financial Management System (IFMS) is 6300.

APPROVED BY:_____
County Executive of Suffolk County
Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1672

1.	Type of Legislation Resolution _X_ Local Law ___ Charter Law
2.	Title of Proposed Legislation: **ACCEPTING AND APPROPRIATING ADULT GRANT TRAINING FUNDS.**
3.	Purpose of Proposed Legislation **ACCEPT AND APPROPRIATE TRAINING FUNDS.**
4.	Will the Proposed Legislation Have a Fiscal Impact? Yes _X_ No REVENUE TO COUNTY
5.	If the Answer to item 4 is "yes", on what will it impact? (check appropriate category) _X_ County _____Town _____Economic Impact _____Village _____School District _____Other (Specify _____Library District _____Fire District _____NOT APPLICABLE
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact REVENUE TO THE COUNTY.
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. **N/A**
8.	Proposed Source of Funding **NEW YORK STATE DEPARTMENT OF LABOR**
9.	Timing of Impact IMMEDIATE

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
JAMES M. ANDREWS **PRINCIPAL MANAGEMENT ANALYST**		**July 14, 2011**

SCIN FORM 175b (10/95)

1672

COORDINATION OF GRANT APPLICATION OR CONTRACT **County of Suffolk**		Date July 14, 2011
Submitting Department/Agency **Suffolk County Department of Labor**	Location **Bldg. 17, No. County Complex Veterans Memorial Highway Hauppauge, NY 11788**	
Contact Person in Dept/Agency **James M. Andrews**	Telephone Number **853-6610**	Grant Application Due Date **N/A**

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

I. BACKGROUND INFORMATION

Grant Title: **ACCEPTING AND APPROPRIATING SUPPLEMENTAL ADULT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. ___ New Program Application
b. ___ Renewal Application
c. _x_ Supplemental (Funding to provide training to Dislocated Workers)
d. ___ Extension of Funding Period
e. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
TO PROVIDE FUNDS FOR TRAINING.

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

II. BUDGET INFORMATION

1. Term of Contract
FROM: 07/01/11 TO: 10/31/11

2. Financial Assistance Requested

	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
SOURCE	Amount	Percent	Amount	Percent	Amount	Percent
Federal	**$157,698**	**100%**	$	%	$	%
State	$	%	$	%	$	%
Town	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	**$ 157,698**	**100%**	$	%	$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

1672

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE			
CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	$ -0-	$ -0-	$ -0-
Cash Contribution: a.	$ -0-	$ -0-	$ -0-
b. In-kind Contribution:	$ -0-	$ -0-	$ -0-

4. Total Number of Positions Requested
-0-

5. Can This Program Be Re-funded by the Proposed Non-County Sources? **x** Yes ____ No

6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
-0-

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.

Program terminates.

8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW			
Intergovernmental Relations Division Review:	_____ Approved _____ Disapproved	Signature of Coordinator	Date
Comments			
Budget Office Review:	_____ Approved _____ Disapproved	Signature of Budget Director	Date
Comments			

New York State Department of Labor
Andrew M. Cuomo, *Governor*
Colleen C. Gardner, *Commissioner*

1672

July 11, 2011

Mr. Steve Levy
County Executive
Suffolk County
H. Lee Dennison Building
100 Veteran's Memorial Highway
P.O. Box 6100, 12th Floor
Hauppauge, New York 11788

Dear Mr. Levy:

Attached is a PY10 Notice of Obligation Authority (NOA) for LWIA – Suffolk County.

This NOA represents a supplemental distribution of PY 2010 Adult statewide activity funds to the Local Workforce Investment Areas (LWIAs). These funds are being awarded in accordance with Technical Advisory #11-4 dated June 8, 2011.

These funds will be available to supplement your LWIA's Adult formula funds for the first quarter of PY2011. Funds will be available for expenditure July 1, 2011 through October 31, 2011.

If you have any questions, concerning this distribution please contact your State Representative.

Sincerely,

Karen Coleman

Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

Attachment

cc: Mr. Robert W. Dow, Jr.
Mr. James Andrews
Mr. Henry Daisey - State Rep
Mr. Joe Lowenstein

Phone: (518) 457-0380 Fax: (518) 457-9526
W. Averell Harriman State Office Campus, Building 12,
Room 450, Albany, NY 12240
www.labor.ny.gov

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 78 NOA #PY10- 8

LWIA: Suffolk Co.
Grantee:
Steve Levy
County Executive, Suffolk County

GRANTOR: The Governor of New York through the New York State Department of Labor

1672

This NOA authorizes Program Year 2010 funding for the period (07/01/10 through 6/30/12), except Youth (04/01/10 through 6/30/12.)
Dislocated Worker Supplemental Funds (07/01/10 through 06/30/11).
25% Match Disability Program Navigator 09/1/10 through 6/30/11.
Summer Jobs Express (06/13/11 through 9/30/11)
Adult Supplemental Funds (7/1/11-10/31/11)

NYSDOL Contact: Henry Daisey TELEPHONE: (212) 775-3346

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-1B Youth	$2,081,057.40	$0.00	$2,081,057.40
CFDA# 17.258,17.259,17.278 T-1B Admin	$762,442.60	$0.00	$762,442.60
CFDA# 17.258 T-1B Adult	$2,085,346.80	$0.00	$2,085,346.80
CFDA# 17.278 T-1B Dislocated Worker	$2,695,579.20	$0.00	$2,695,579.20
CFDA# 17.278 T-1B Dislocated Worker Supplemental Funds	$11,079.02	$0.00	$11,079.02
CFDA# 17.259,17.278 T-1B 25% Match Statewide Activities Disability Program Navigator	$6,387.94	$0.00	$6,387.94
CFDA# 17.258,17.259,17.278 T-1B Summer Jobs Express	$523,400.00	$0.00	$523,400.00
CFDA# 17.258,17.259,17.278 T-1B SWA-Adult Supplemental	$0.00	$157,698.00	$157,698.00

Approved by: Karen Coleman 07/11/11
Karen A. Coleman
Director
Division of Employment and Workforce Solutions

COUNTY OF SUFFOLK

1672

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail:sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner

DATE: July 14, 2011

RE: **INTRODUCTORY RESOLUTION**

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

RESOLUTION NO. -11, **ACCEPTING AND APPROPRIATING SUPPLEMENTAL ADULT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Christopher Kent, Chief Deputy County Executive

Intro. Res. No. 1673 – 2011 Laid on Table 8/2/11
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011 AUTHORIZING THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) - FOR THE SYLVESTER MANOR EDUCATIONAL FARM, INC. PROPERTY – SYLVESTER MANOR PHASE I (TOWN OF SHELTER ISLAND - SCTM# 0700-008.00-01.00-005.002 p/o)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk ("County"); and

WHEREAS, adequate funding is provided for, pursuant to Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, from 31.10 percent of the sales and compensating tax proceeds, for the acquisition of such land; and

WHEREAS, Resolution No. 647-2009, authorized planning steps for the acquisition of farmland development rights of the subject property; and

WHEREAS, the Town of Shelter Island ("Town") has approved a resolution on July 30, 2010, authorizing the acquisition of farmland development rights of the subject property in partnership with the County; and

WHEREAS, pursuant thereto, said acquisition is to be made in accordance with the procedures set forth in Chapter 8 of the Suffolk County Code which provides that the same shall be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation of the Suffolk County Farmland Committee; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Property Acquisition and Management to negotiate the acquisition of farmland development rights; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the rights to subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said rights were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Property Acquisition and Management and approved as to legality by the Office of the County Attorney; now, and

WHEREAS, the County has been awarded grant funds pursuant to the Farm and Ranch Lands Protection Program as authorized by the Food, Conservation, and Energy Act of 2008 to offset up to fifty percent (50%) of the appraised cost of the subject development rights; now, therefore, be it

1st **RESOLVED**, that the County hereby approves the acquisition of the farmland development rights of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Farmland component, for a total purchase price of Two Million Four Hundred Two Thousand Four Hundred Dollars ($2,402,400.00±), at Ninety One Thousand Dollars ($91,000.00) per acre for 26.4± acres, which cost is to be shared by the County and the Town, with the County's share as a seventy percent (70%) undivided interest; and the Town's share as a thirty percent (30%) undivided interest, as tenants–in-common, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments, for inclusion in the Suffolk County Purchase of Development Rights Program:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	0700	26.4±	Sylvester Manor Educational Farm, Inc.
	Section	008.00		a not-for-profit corporation organized under
	Block	01.00		the laws of the State of New York, as
	Lot	005.002 p/o		Pledge Donee
				P.O. Box 2029
				Shelter Island, NY 11964

; and, be it further

2nd **RESOLVED,** that the Director of the Division of Real Property Acquisition and Management and/or her designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for a total purchase price of Two Million Four Hundred Two Thousand Four Hundred Dollars ($2,402,400.00±), of which the County contribution will be up to seventy percent (70%) of the total purchase price of Two Million Four Hundred Two Thousand Four Hundred Dollars ($2,402,400.00±), at Ninety One Thousand Dollars ($91,000.00) per acre for 26.4± acres, subject to a final survey; and, be it further

3rd **RESOLVED,** that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay seventy percent (70%) of the total purchase price of Two Million Four Hundred Two Thousand Four Hundred Dollars ($2,402,400.00±), at Ninety One Thousand Dollars ($91,000.00) per acre for 26.4± acres, subject to a final survey, from previously appropriated funds in capital project 525-8712.210 for the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-2 (A)(1)(f) of the SUFFOLK COUNTY CHARTER, for this acquisition; and be it further

4th **RESOLVED**, that the County of Suffolk has been awarded grant funds pursuant to Cooperative Agreement No. 73-2c31-10-134 from the Farm and Ranch Lands Protection Program as authorized by the Food, Conservation, and Energy Act of 2008 to offset the cost of the purchase of the farmland development rights of the subject premises. The Federal grant

shall be in an amount up to fifty percent (50%) of the fair market value of the cost of the development rights, and shall be shared by the County and Town with the County receiving the benefit of seventy percent (70%) of the grant funds and the Town receiving the benefit of the remaining thirty percent (30%); and

5th RESOLVED, per the grant agreement, in the event that Farm and Ranch Land Protection grant funds are received at or prior to the time of closing, said grant funds shall be paid by the Federal government to a third party intermediary closing agent/title company for disbursement to the Seller at closing. The County share of the purchase price shall be seventy percent (70%) of the total purchase price of Two Million Four Hundred Two Thousand Four Hundred Dollars ($2,402,400.00±), at Ninety One Thousand Dollars ($91,000.00) per acre for 26.4± acres, subject to a final survey, less the Federal grant, payable to the Seller; and the Town share of the purchase price shall be thirty percent (30%) of the total purchase price of Two Million Four Hundred Two Thousand Four Hundred Dollars ($2,402,400.00±), at Ninety One Thousand Dollars ($91,000.00) per acre for 26.4± acres, subject to a final survey, less the Federal grant, payable to the Seller; and, be it further

6th RESOLVED, in the event that Farm and Ranch Land Protection grant funds are received as reimbursement funds after the date of closing, the grant funds shall be paid by the Federal government to the County and deposited into account number 477-6880 for which a direct deposit account has been set up; out of said account the County shall retain seventy percent (70%) of the grant funds and the County Comptroller and County Treasurer are authorized to reimburse the corresponding debt service in Fund 477; and the County Comptroller and County Treasurer are further authorized to reimburse and pay thirty percent (30%) of the grant funds to the Town; and, be it further

7th RESOLVED, that title to this acquisition shall be held by the County and the Town, as tenants-in-common, with the County owning a seventy percent (70%) undivided interest and the Town owning a thirty percent (30%) undivided interest; and, be it further

8th RESOLVED, that the Director of the Division of Real Property Acquisition and Management and/or her designee; the County Department of Planning; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

9th 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 6 NYCRR Sections 617.5 c (20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of farmland development rights as part of the Suffolk County Purchase of Development Rights Program which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1673

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2011 AUTHORIZING THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) - FOR THE SYLVESTER MANOR EDUCATIONAL FARM, INC. PROPERTY – SYLVESTER MANOR PHASE I (TOWN OF SHELTER ISLAND - SCTM# 0700-008.00-01.00-005.002 p/o)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

Suffolk County to purchase 70% and Town of Shelter Island 30% of farmland development rights. Suffolk County share to come out of previously appropriated Capital Project 8712.210 (1/4% bonded water quality funds). Federal grant to be up to 50% of appraised cost of development rights.

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

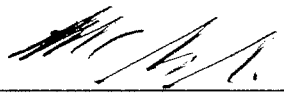
N/A

8. Proposed Source of Funding

Suffolk County (70%) (8712.210 477 ¼ % Bonded Water Quality Funds)
Town of Shelter Island (30%)
Federal grant to be up to 50% of appraised cost of development rights.

9. Timing of Impact

2011. Upon adoption and transaction completion.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		July 25th, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1673

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

***SUFFOLK COUNTY FARMLAND COMMITTEE RESOLUTION NO. DR-9-2009,* RECOMMENDING TO THE SUFFOLK COUNTY LEGISLATURE THE LANDS FROM WHICH DEVELOPMENT RIGHTS MAY BE ACQUIRED – "SHELTER ISLAND FARM" (SCTM NO. 0700-008.00-01.00-005.002 P/O) – TOWN OF SHELTER ISLAND – PURSUANT TO CHAPTER 8 OF THE SUFFOLK COUNTY ADMINISTRATIVE LOCAL LAWS**

WHEREAS, pursuant to Chapter 8 of the Suffolk County Administrative Local Laws, an application to sell development rights was received by the Suffolk County Farmland Committee with respect to the farm owned by Andrew Fiske consisting of 241.7 ± acres of land west of Manhanset Road, east of Gardiner Creek, south of Cobbetts Lane, and north of Manwaring Road (SR 114) in the hamlet of Shelter Island Heights; and

WHEREAS, the landowner now offers the development rights to 83.5 ± acres of agricultural land to the County of Suffolk, while proposing to retain the development rights to 158.2 ± acres; and

WHEREAS, the 83.5 ± acres of development rights offered for acquisition are comprised of one 28.6-acre area at the northeastern corner of the subject parcel, one 43.7-acre area at the eastern boundary of the subject parcel, and one 11.2-acre area near the southeastern corner of the subject parcel; and

WHEREAS, pursuant to the Suffolk County Farmland Rating System for the Purchase of Development Rights, said farm received a score of 11.5 points out of 25 possible points; and

WHEREAS, the "Shelter Island Farm" has significant community, cultural, and historical significance; and

WHEREAS, the County of Suffolk and the Town of Shelter Island intend to partner in the preservation of said farm; and

WHEREAS, said application was considered by the Suffolk County Farmland Committee at its meeting on May 26, 2009; now, therefore, be it

1st RESOLVED, that the Suffolk County Farmland Committee hereby recommends the three aforementioned areas of the subject parcel, totaling 83.5 ± acres, for consideration by the Suffolk County Legislature for inclusion in the Suffolk County Purchase of Development Rights Program.

Motion by: Ronald Bush **Seconded by**: Alfred J. Kilb, Jr.

Committee Vote: **Ayes 14**
Nays 0
Abstentions 0

Members Present: 14 (Russell K. Barnett, Ronald Bush, Nate Corwin, Lee Foster, Daniel Fricke, Thomas A. Isles, Howard Johnson, Alfred J. Kilb, Jr., Dale D. Moyer, Bennett S. Orlowski, Jr., Charles Scheer, Albert Schmitt, John Turner, Mark Zaweski)

Members Absent: 5 (Olney M. Gardiner, Ann Marie Jones, Joseph Krukowski, Eugene Murphy, Jeffrey Rottkamp)

Dated: May 26, 2009
L.I. Horticultural Research and Extension Center, 3059 Sound Avenue, Riverhead, N.Y. 11901
Suffolk County Farmland Committee

TOWN OF SHELTER ISLAND

38 NORTH FERRY ROAD - P.O. BOX 1549
SHELTER ISLAND, NEW YORK 11964-1549

DOROTHY S. OGAR
TOWN CLERK
REGISTRAR OF VITAL STATISTICS
FREEDOM OF INFORMATION OFFICER
RECORDS ACCESS OFFICER

ADMINISTRATIVE (631)-749-1166
FAX NUMBER (631)-749-3436

July 31, 2010

RECEIVED
AUG 10 2010
5640
DIV. REAL PROP. ACQ. & MGMT.
ADMINISTRATION

Mr. Peter Vielbig, Chairman
Community Preservation Fund Advisory Board
Town of Shelter Island
Shelter Island, NY 11964

Dear Mr. Vielbig:

The following resolution was duly adopted by the Town Board of the Town of Shelter Island on the 30th day of July, 2010, to wit:

"Whereas", pursuant to Section 247 of the General Municipal Law and Section 50-5 of the Code of the Town of Shelter Island, the Town is empowered to purchase rights in real property for the preservation of the community; and

"Whereas", the Town Board of the Town of Shelter Island has determined that it is in the best interest of community preservation and protection of the environment to acquire the development rights to 26.4 acres of farmland which is part of Suffolk County Tax Map No. 0700-008-01-005.002, located near the corner of Cobbett's Lane and Manhanset Road, and owned by Sylvester Manor Educational Farm, Inc.; and

"Whereas", it is required by law that a "lead agency" be established to review this matter pursuant to 6 NYCRR Part 617 (SEQRA), and this Board wishes to establish itself as Lead Agency and render a declaration of significance pursuant to SEQRA; and

"Whereas", a public hearing was held on July 30, 2010 on the proposed acquisition, and all persons were heard, and submitted documents considered, and

"Whereas", the Town Board finds that acquisition of the property development rights is in the best interests of the community in order to limit development and the associated demands on the aquifer, to keep the property open and to protect vistas, now, Therefore

BE IT RESOLVED, that this Board hereby establishes itself as Lead Agency pursuant to SEQRA; and

BE IT FURTHER RESOLVED, that this Board adopts a Negative Declaration, finding that this is an "unlisted" action which will not result in any significant adverse impacts on the environment based on the analysis set forth in the EAF and the negative declaration; and

BE IT FURTHER RESOLVED that the Town of Shelter Island hereby finds:

1. That the property development rights are eligible for acquisition under the Suffolk County Drinking Water Protection Program and the Community Preservation Fund program and other relevant grant programs; and

2. The property will be used as farmland, pursuant to the terms of the contract for sale; and

3. That the Town will split costs and share title to the development rights with the County of Suffolk on a 70% County and 30% Town split; and

4. The property would stay on the tax rolls and could never be developed for anything but agriculture; and

5. The Town will appropriate funds for the acquisition of the above-described property interest as specified above, including but not limited to survey, appraisal, environmental audit, title insurance, tax adjustment and taxes prior to acquisition; and

6. The Supervisor is authorized to sign a municipal cooperation agreement, if desired, with the County of Suffolk; and

BE IT FURTHER RESOLVED, that said acquisition is hereby approved, and the Supervisor is hereby authorized to execute all necessary documents to effectuate this purchase; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby directed to send a copy of this resolution to the office of Suffolk County Legislator Edward Romaine and the Suffolk County Real Property Acquisition Department.

Sincerely,

Dorothy S. Ogar

Dorothy S. Ogar
Town Clerk

DSO/soj
cc: Suffolk County Legislator Edward Romaine
Suffolk County Real Property Acquisition Department

Agreement No. 73-2c31-10-134

COOPERATIVE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
COMMODITY CREDIT CORPORATION
ACTING THROUGH THE
NATURAL RESOURCES CONSERVATION SERVICE
and
Suffolk County
for the
FARM AND RANCH LANDS PROTECTION PROGRAM

This Cooperative Agreement, made the **30th day of June, 2010** is entered into by and between the **United States of America (the United States),** acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC), and **Suffolk County** for the implementation of the Farm and Ranch Lands Protection Program (FRPP). The CCC shall utilize the expertise and services of NRCS to administer this program and perform the duties set forth within this Cooperative Agreement. The term "Parties" as used herein refers collectively to the United States and the **Suffolk County.**

I. AUTHORITY.

This Cooperative Agreement is entered into by the United States under the authorities of the Commodity Credit Charter Act, 15 U.S.C. 714 et seq. and Title II, Subtitle E, Section 2401 of the Food, Conservation, and Energy Act of 2008, Public Law 110–234, 16 U.S.C. 3838h and i. In addition to these authorities, this Cooperative Agreement will be administered in accordance with the policies and procedures set forth in the FRPP regulation, 7 CFR part 1491. The CCC administers the FRPP under the general supervision of the Chief of the NRCS who is a Vice President of the CCC.

II. BACKGROUND AND PURPOSE.

Section 2401 of the Food, Conservation, and Energy Act of 2008 authorizes the Secretary of Agriculture to facilitate and provide funding for the purchase of conservation easements that are subject to pending offers from eligible State, Tribal or units of local government or nongovernmental organizations for the purpose of protecting the agricultural uses and related conservation values of eligible land by limiting non-agricultural uses of the land. To be eligible, the farm or ranch land must meet one of three criteria: contain prime, unique, or other productive soil; contain historical or archaeological resources; or further a State or local policy consistent with the purposes of the program. The Food, Conservation, and Energy Act of 2008 authorized FRPP funding for fiscal years 2008 through 2012.

WHEREAS, Suffolk County and the United States have mutual interests in preventing the conversion of agricultural lands to non-agricultural uses; and

WHEREAS, the United States administers the FRPP through NRCS on behalf of the CCC; and

WHEREAS, Suffolk County administers a farmland protection program and has pending offers for acquiring agricultural conservation easements from landowners within the state of **New York**, and the United States and **Suffolk County** have agreed to combine their resources to assure that such areas are protected from conversion to nonagricultural uses.

THEREFORE, the parties agree to enter into this Cooperative Agreement.

III. BENEFITS

The benefit of this Cooperative Agreement is that funds will be provided to the cooperating entity for the protection of farm and ranch lands from conversion to non-agricultural use. Section 2401 of the Food, Conservation, and Energy Act of 2008 authorizes the Secretary of Agriculture to provide funding for the purchase of conservation easements by eligible State, Tribal or units of local government or nongovernmental organizations. Section 1238I of the Food, Conservation, and Energy Act of 2008 authorizes the Secretary of Agriculture to enter into agreements with eligible entities.

IV. OBLIGATION OF FUNDS

Upon execution of this agreement, the United States shall obligate the sum of **$ 1,095,600** for the acquisition by **Suffolk County** of conservation easements for the parcels listed on Attachment A. This agreement may be revised to obligate funds in Fiscal Years 2011 and 2012 if the cooperating entity submits parcels that rank high enough to warrant the obligation of funds. **Suffolk County** must close on the easement acquisition and request payment of this amount in accordance with Part VII of this Cooperative Agreement before the dates in the table below.

Fiscal Year	Attachment with Associated Parcels	Funds Obligated	Fund Citation
2010	A	August 1, 2010	
2011	B	NA	NA
2012	C	NA	NA

Fiscal Year of Fund Obligation	Attachment with Associated Parcels	Closing Deadline	Payment Request Deadline	Fund Disbursement Deadline
2010	A	March 31, 2012	August 31, 2012	September 30, 2012
2011	B	March 31, 2013	August 31, 2013	September 30, 2013
2012	C	March 31, 2014	August 31, 2014	September 30, 2014

This Cooperative Agreement expires on September 30, 2014.

This Cooperative Agreement is the authorizing document that obligates CCC funds to acquire conservation easements. The United States' contribution for the acquisition of each conservation easement acquired by **Suffolk County** shall be up to but not more than 50% of the appraised market value of the conservation easement. The United States' contribution cannot be used for closing and related administrative costs incurred by the **Suffolk County** in acquiring the conservation easement. Attachments A, B, and C to this Cooperative Agreement specify the properties on which CCC funds will be used within **Suffolk County** and includes a list with a detailed breakdown of the: (1) name and mailing address of the landowner; (2) number of acres to be acquired; (3) the estimated conservation easement value, and (4) estimated Federal contribution to the estimated conservation easement value. However, nothing in this document obligates the United States or **Suffolk County** to purchase all or any of the conservation easements parcels listed. There may be further modifications, additions or deletions to the list depending on the prices paid for the conservation easements, the ability to obtain good and clear title, future funding for acquisitions, etc. Additions or deletions to the Attachments A, B, and C will be made by mutual agreement between the Parties to this Cooperative Agreement. Additions to Attachments A, B, and C must have written pending offers and the parcels and the landowners must meet eligibility requirements. The pending offers may be from any year. The additions and deletions must be made by a formal amendment to this cooperative agreement and must contain the same deadlines for closing easements, requesting reimbursement, and certifying payments.

V. FEDERAL CONTRIBUTION

The Federal contribution for parcels must be based on an appraisal of the conservation easement performed by a certified general appraiser in accordance with either the Uniform Standards of Professional Appraisal Practices (USPAP) OR the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (Interagency Land Acquisition Conference, 2000) AND policies and procedures in the NRCS Conservation Programs Manual, Part 519. The appraisal must have an effective date that is within twelve months of the closing date. For appraisals performed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA),the appraiser must have completed training in using the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) as well as either eminent domain or conservation easements and have experience in appraising agricultural property with and without conservation easements. For appraisals performed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP), the appraiser must have completed training in either eminent domain or conservation easements and have experience in appraising agricultural property with and without conservation easements.

The cooperating entities must submit four copies of each appraisal to NRCS no less than 90 days before for proposed closing date for administrative and technical review. Easements will not be closed until administrative and technical reviews are completed on each appraisal and any deficiencies are resolved.

VI. COOPERATING ENTITY'S CONTRIBUTION

Suffolk County herein the Cooperating Entity, or its designated escrow agent must disburse 100 percent of the payment, representing the easement purchase price, to the landowner at the time of closing. The Cooperating Entity must contribute in cash at least 25 percent of the purchase price (appraised fair market value minus the landowner donation) of the easement.

Prior to NRCS accepting the conservation easement and issuing a payment, **Suffolk County** shall self-certify on the NRCS CPA-230, Confirmation of Matching Funds, that **Suffolk County**'s share of matching funds has not come from additional donations, payments, loans or fees made by or charged to the Grantor of the Conservation Easement, immediate family members, or organizations controlled by or funded by the Grantor of the Conservation Easement grantor, either through formal or informal agreements.

The Cooperating Entity must have an appraisal of the conservation easement performed by a certified general appraiser in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) OR the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (Interagency Land Acquisition Conference, 2000) AND policies and procedures in the NRCS Conservation Programs Manual, Part 519. The appraisal must have an effective date that is within twelve months of the closing date. For appraisals conducted in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), the appraiser must have completed training in using the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) as well as either eminent domain or conservation easements and have experience in appraising agricultural property with and without conservation easements. For appraisals conducted in accordance with Uniform Standards for Professional Appraisal Practice (USPAP),

the appraiser must have completed training in either eminent domain or conservation easements and have experience in appraising agricultural property with and without conservation easements. The Cooperating Entity must make all contributions in accordance with the policies and procedures in the NRCS Conservation Programs Manual, Part 519.

VII. PAYMENTS

Suffolk County shall notify the United States when the CCC funds are to be paid. CCC funds shall be paid to **Suffolk County** when the United States is provided a copy of the recorded Conservation Easement Deed and **Suffolk County** has paid the landowner(s). Where **Suffolk County** cannot obtain 100 percent of the funds to be paid at closing to the landowner(s) and requires the United States to make its payment at closing rather than on a reimbursable basis, **Suffolk County** may request a waiver for the United States to pay its share of the Conservation Easement purchase at closing. When a waiver is requested, **Suffolk County** shall notify the United States at least 60 days prior to closing, and the United States will make payment to an authorized closing agent via electronic transfer. The closing agent will hold the funds in escrow for a period not to exceed 14 calendar days. Upon receipt of the funds, the closing agent will sign a payment receipt form and return it to the United States. If interest is earned on CCC funds, the closing agent must return any interest earned to the United States.

All Conservation Easement Deeds used by **Suffolk County** must be approved by NRCS and the Office of General Counsel (OGC) prior to purchase of the conservation easement. All conservation easement deeds or templates must be submitted to NRCS 90 days before the intended closing date of the first parcel for which the deed will be used.

In order to obtain payment of FRPP funds, **Suffolk County** will submit Form SF-270 (Request for Advance/Reimbursement of Funds), and the information specified below to the **New York** NRCS State Office. Prior to submitting the SF-270, **Suffolk County** must also request a copy of closing agent requirements from the United States and ensure that the closing agent meets these requirements. **Suffolk County** may submit the Form SF-270 prior to closing when a payment is issued at closing, after all the deeds have been recorded and the landowner has been paid, or on a quarterly basis for each quarter that Conservation Easement Deeds have been recorded and the landowner(s) have been paid.

At a minimum, the following information shall be included in, or attached to, the SF-270, prior to NRCS accepting the conservation easement and disbursing payment: (1) the name of **Suffolk County**; (2) this Cooperative Agreement number; (3) Conservation Easement numbers (if applicable); (4) landowner name; (5) landowner's tax identification number (TIN) or social security number; (6) total amount of dollars paid the landowner for each conservation easement, specifying the CCC share and the non-CCC share of the Conservation Easement cost; (7) term of conservation easement; (8) acres acquired for each Conservation Easement; (9) Tax Identification Number (TIN) for **Suffolk County**; (10) Federal Information Processing Standards (FIPS) number for **Suffolk County**; (11) bank routing number and account number for desired deposit location; (12) copy of the recorded Conservation Easement Deed(s) for each easement; and (13) NRCS CPA-230, Confirmation of Matching Funds for each easement; and (14) a copy of the ALTA title insurance policy for each Conservation Easement.

VIII. CONSERVATION EASEMENT REQUIREMENTS.

Suffolk County shall ensure that conservation easements acquired under this agreement:

1. run with the land in perpetuity or the maximum allowable under State law, where State law prohibits a permanent easement.

2. protect agricultural use and related conservation values by limiting nonagricultural uses of the land;

3. provide for the administration, management, and enforcement of the Conservation Easement by **Suffolk County**;

4. require management of highly erodible land on the property in accordance with a conservation plan that is developed utilizing the standards and specifications of the NRCS field office technical guide, 7 CFR part 12. The following paragraphs shall be included in all Conservation Easements acquired using FRPP funds:

   As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct agricultural operations on highly erodible land on the Protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Conservation Easement Deed. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

   In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

   If the NRCS standards and specifications for highly erodible land are revised after the date of this Conservation Easement Deed based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

5. where parcels are being enrolled in FRPP based on historical and archaeological resources include, at minimum, a paragraph identifying standards and guidelines for treatment and maintenance of these resources is required within the deed. These guidelines should be based on the Secretary of the Department of the Interior's Standards and Guidelines for Historic Preservation. **Suffolk County** will ensure that title restriction to protect any historical and archaeological structure(s) is appended to the Conservation Easement Deed and included in any succeeding transfers; and

6. include the following "Right of Enforcement" provision:

Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if **Suffolk County** fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary.

7. include the following "General Indemnification" provision:

"General Indemnification. Grantor shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Conservation Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws."

8. include the following "Environmental Warranty" provision:

"**Environmental Warranty**. Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law)

concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment."

9. include provisions regarding the amount of impervious surfaces permitted on the Property, in accordance with the NRCS Conservation Programs Manual, Part 519.

10. include signature of a responsible NRCS official on the Conservation Easement Deed, accepting the property interest of the United States.

11. Include other terms that may be required by OGC or FRPP policy, such as a general indemnification clause and hazardous materials warranty.

12. Address the following permitted uses of the Protected Property by the Grantor in the Conservation Easement Deed. Other permitted uses may be added if they do not conflict with the conservation values of the Protected Property. For forms further explanation of these provisions see the NRCS Conservation Programs Manual, Part 519.64 B. 7.

a. Agricultural Production - the production, processing, and marketing of agricultural crops for the purposes consistent with the terms of the Conservation Easement Deed.

b. Forest Management and Timber Harvest - forest management and timber harvesting shall be performed in accordance with a written forest management plan consistent with the Conservation Easement Deed.

c. Wetland Pond Restoration and Creation - permitted if it is consistent with the terms and purposes of the Conservation Easement Deed.

d. Non-developed Passive Recreation and Educational Activities - permitted if it does not impact the soils and the agricultural operations and is consistent with the purpose of the Conservation Easement

e. Customary Rural Enterprises - permitted on the Protected Property and in the buildings constructed and maintained for the agricultural use of the Protected Property. Customary rural enterprises that require their own buildings are prohibited.

f. Agri-tourism - -Low impact agri-tourism activities are permitted, such as farm tours, work experiences, field trips, petting zoos, corn mazes, and hay rides.

g. Roads - permitted if they are already in place and any new roads necessary to carry out the agricultural operations on the Protected Property.

h. Fences - may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property.

i. Oil and Gas Exploration and Extraction - allowed if the method of extraction is from another parcel, or is limited in the number of wells (one per 320 acres) and the amount of disturbance associated with each well including access roads (one acre per well), and thus has minimal impact on the Protected Property.

13. Include the following prohibited uses of the Protected Property and any other prohibited uses necessary to protect the conservation values of the Protected Property. The following activities may be prohibited subject to qualification. Other provisions may be added when they are necessary to protect the conservation values of the Protected Property. The introduction to this section of the Conservation Easement Deed must include a statement that all activities that are inconsistent with the purposes of the Conservation Easement are prohibited. For forms further explanation of these provisions, see the NRCS Conservation Programs Manual, Part 519.64 B. 6.

a. Industrial or Commercial Uses - prohibited unless expressly permitted for agricultural purposes.

b. Construction on the Protected Property - limited to structures and improvements that support the agricultural use of the Protected Property.

c. Mining – prohibited, except for limited mining to the extent that the materials mined (e.g. sand, gravel, or shale) are used for agricultural operations on the Protected Property. In that case, extraction must be limited to a small, defined area or acreage.

d. Motorized Vehicle Use - prohibited except to support agricultural use, forestry, habitat management, law enforcement and public safety, or conservation uses of the Protected Property,

e. Granting of easements for utilities and roads – prohibited when the utility of road will adversely impact the conservation values of the easement deed, including the land's use for agriculture.

f. Waste and Dumping - prohibited.

g. Signage – prohibited except for signs to identify the farm or ranch and signs to identify the farm or ranch as a participant in FRPP and the Local Grantee's program. Conservation easement deeds should specify limitations on sign size.

h. Subdivision – generally prohibited unless required by state or local regulations to construct residences for employees working on the Protected Property.

i. Surface Alteration – prohibited unless it is in accord with general agricultural uses of the Protected Property.

IX. RESPONSIBILITIES.

A. Those of the United States -

1. The United States, by and through the NRCS, shall provide technical and other services required to assist the landowner in developing an appropriate conservation plan in accordance with 7 CFR part 12. To ensure that the conservation plan is implemented in accordance with 7 CFR part 12, the NRCS will be provided the opportunity to conduct periodic field visits on lands that are enrolled in the FRPP and associated lands owned or managed by the landowner which are also subject to 7 CFR part 12.

2. The CCC shall, subject to the availability of funds, disburse the appropriate funds to **Suffolk County** in accordance with Part IV and VII of this Cooperative Agreement.

3. Prior to NRCS accepting the conservation easement and processing the payment, NRCS shall: ensure that a conservation plan for highly erodible lands is developed in accordance with 7 CFR part 12 and that an AD-1026, obtain approval of the conservation easement deed or Conservation Easement Deed template from the National Headquarters of the NRCS or the Office of the General Counsel; and acquire: a signed letter from the closing agent indicating that the agent meets FRPP closing agent requirements, an executed NRCS CPA-230, Confirmation of Matching Funds, and a copy of the title commitment.

4. NRCS shall conduct administrative and technical reviews of appraisals in accordance with NRCS Conservation Programs Manual, Part 519.

5. NRCS shall certify payment for all conservation easements for parcels listed on Attachment A acquired by September 30, 2012.

B. Those of **Suffolk County** -

1. **Suffolk County** shall perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid Conservation Easement Deeds.

2. **Suffolk County** shall pay all costs of conservation easement procurement and will operate and manage each conservation easement in accordance with the **Suffolk County** program, this Cooperative Agreement, and 7 CFR part 1491. The United States shall have no responsibility for the costs or management of the conservation easements purchased by **Suffolk County** unless it exercises its rights under a Conservation Easement Deed. **Suffolk County**

shall indemnify, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of **Suffolk County** in connection with its acquisition and management of the conservation easements acquired pursuant to this Cooperative Agreement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of **Suffolk County** agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the conservation easements acquired pursuant to this Cooperative Agreement which result in violations of any laws and regulations which are now or which may in the future become applicable.

3. Non-governmental organizations shall continue to meet the requirements specified in Title II, Subtitle E, Section 2401 of the Food, Conservation, and Energy Act of 2008. The Act states that eligible organizations are "any organization that—

(A) is organized for, and at all times since the formation of the organization has been operated principally for, 1 or more of the conservation purposes specified in clause (i), (ii), (iii), or (iv) of section 170(h)(4)(A) of the Internal Revenue Code of 1986;

(B) is an organization described in section 501(c)(3) of that Code that is exempt from taxation under 501 (a) of that Code;

(C) is described in section 509 (a)(1) or (2) of that Code; or

(D) is described in section 509(a) (3) of that Code and is controlled by an organization described in section 509 (a) (2) of that Code."

4. **Suffolk County** shall address in each Conservation Easement Deed in which CCC funds are used as part of the acquisition the permitted/prohibited uses set forth in Part VIII of this Cooperative Agreement.

5. Prior to payment certification, **Suffolk County** shall ensure that all lands for which a conservation easement has been acquired will have a conservation plan, as described in Part VIII of this Cooperative Agreement.

6. **Suffolk County** shall prohibit all non-agricultural uses of the encumbered properties, except for recreational uses, such as hiking, hunting, fishing, boating, horseback riding to the extent those activities do not conflict with the purpose of Section 2401 of the Food, Conservation, and Energy Act of 2008 (Pub. L. 110 – 234).

7. At a minimum, **Suffolk County** shall monitor FRPP Protected Properties on an annual basis to ensure that the Conservation Easement Deeds are being implemented according to the deed provisions. An annual report of the status of acquired Conservation Easements and Conservation Easements pending acquisition will be submitted to the NRCS representative at the State level. The NRCS representative will define the format of this report.

8. In acquiring Conservation Easements, **Suffolk County** shall ensure that the title to the lands or interests therein shall be unencumbered or, if encumbered by outstanding or reserved interests, **Suffolk County** shall ensure that any outstanding interests are subordinated to the Conservation Easement Deed or that any exceptions from this subordination requirement are approved by the NRCS and are consistent with the purposes of the Farm and Ranch Lands Protection Program. **Suffolk County** shall provide to NRCS a copy of the title commitment or title report 90 days before the intended closing date and any other requested documentation

related to title so that OGC may issue a title opinion for the United States prior to closing. **Suffolk County** shall assure that proper title evidence is secured.

9. **Suffolk County** shall have an appraisal conducted on the Protected Property prior to NRCS accepting an interest in the Conservation Easement. The appraisal shall be conducted by a certified general appraiser and shall conform to the Uniform Standards of Professional Appraisals Practices OR the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000).

10. **Suffolk County** shall not use FRPP funds to place an easement on a property in which a **Suffolk County** employee or board member, with decision-making involvement in matters related to easement and acquisition and management, has a property interest. **Suffolk County** shall not use FRPP funds to place an easement on a property in which a person who is an immediate family member or household member of an employee or board member, with decision-making involvement in matters related to easement acquisition and management, has a property interest. Further, **Suffolk County** agrees to generally conduct itself in a manner so as to protect the integrity of conservation easement deeds which it holds as well as avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of conservation easements.

11. **Suffolk County** agrees that it will not at any time, when **Suffolk County** is named as a Grantee on the Conservation Easement Deed, seek to acquire the remaining fee interest in the Protected Property. Likewise, if **Suffolk County** enters into an agreement with another entity to manage/monitor the Conservation Easement, and the entity seeks to acquire the underlying fee, **Suffolk County** agrees to immediately terminate such a relationship and arrange for an uninterested party to manage/monitor the Conservation Easement.

12. When a conservation plan violation is reported to the Cooperating Entity by NRCS, after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR part 12 and 7 CFR part 614, **Suffolk County** shall implement easement enforcement procedures.

13. Paragraphs 2, 3, 6, 7, 10, 11, and 12 of this Section shall survive the termination or expiration of this agreement.

X. GENERAL PROVISIONS.

A. The term of this Cooperative Agreement shall be from the date of the last signature affixed hereto through September 30, 2014.

If Conservation Easements on all the parcels listed on Attachments A, B, and C or the replacements for those parcels are not closed or reimbursement is not requested by the dates indicated in Section III, any remaining funds will be released from this obligation unless the Cooperative Agreement is extended for specific Conservation Easements, as provided for in paragraph IX(C).

B. No assignment in whole or in part shall be made of any right or obligation under this Cooperative Agreement without the joint approval of both the United States and **Suffolk County**. Nothing herein shall preclude the United States or **Suffolk County** from entering into other mutually acceptable arrangements or agreements, except as identified in Part IX of this cooperative agreement. Such documents shall be in writing, reference this Cooperative Agreement, and shall be maintained as part of the official Cooperative Agreement file.

C. This Cooperative Agreement may be amended or modified by written amendment signed by the authorized officials of the United States and **Suffolk County**. The Cooperative Agreement may only be extended with the permission of the Deputy Chief for Programs of the Natural Resources Conservation Service and only if extenuating circumstances occur with the individual Conservation Easements for which an extension is requested.

D. The United States may terminate this Cooperative Agreement if the United States determines that **Suffolk County** has failed to comply with the provisions of this Cooperative Agreement or if it determines that it is in the best interests of the United States to terminate. In the event that this agreement is terminated for any reason, the financial obligations of the parties will be as set forth in 7 CFR parts 1403, 3016 and 3019, as applicable.

E. This Cooperative Agreement constitutes financial assistance and, therefore, falls under the Uniform Federal Assistance Regulations at 7 CFR parts 3015, 3016 and 3019, for the purposes of administering this Cooperative Agreement, the procedures set forth at 7 CFR parts 3015, 3016 and 3019 as well as OMB Circular A-122 apply, as applicable.

1. 7CFR, Part 3017, Government Debarment and Suspension;
2. 7CFR, Part 3021, Government-wide Requirements for a Drug-free Workplace;
3. 7CFR, Part 3052, Audits of Institutions of Higher Learning and Non-Profit Institutions;
4. 2CFR, Part 215, Uniform Administrative Requirements 9Grants and Agreements with Institutions of Higher Learning, Hospitals, and Other Non-profit Organizations);
5. Office of Management and Budget (OMB) Circulars A-110 and A-122, Cost Principles for Non-Profit Organizations; and
6. Treasury Circular 1075, Withdrawal of Cash from Treasury for Advance under Federal and Other Programs

F. It is the intent of the United States to fulfill its obligations under this Cooperative Agreement. However, NRCS cannot make commitments in excess of funds authorized by law or made administratively available. If NRCS cannot fulfill its obligations under this Cooperative Agreement because of insufficient funds, this Cooperative Agreement will automatically terminate.

G. **Suffolk County** shall give CCC, the United States, or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Cooperative Agreement.

H. **Suffolk County** agrees to comply with all applicable Federal, State, and local laws.

I. If any recipient of Federal funds under this Cooperative Agreement materially fails to comply with the terms of this Cooperative Agreement, the United States reserves the right to wholly or partially recapture funds provided in accordance with applicable regulations.

XI, PRINCIPAL CONTACTS.

The United States representative for this Cooperative Agreement is:

State Conservationist
Astor F. Boozer
Natural Resources Conservation Service
on behalf of the Commodity Credit Corporation
The Galleries of Syracuse
441 S. Salina Street, Suite 354
Syracuse, NY 13202-2450
(315) 477-6504

The **Suffolk County** representative for this Cooperative Agreement is:

Suffolk County Director of Planning
Thomas A. Isles
P.O. Box 6100
Hauppauge, NY 11788-0099
(631) 853-5191

IN WITNESS WHEREOF, the following authorized representatives of the United States and Suffolk County have executed this Cooperative Agreement.

Suffolk County

_____ 9-17-10
By: Suffolk County Director of Planning — Date
Thomas A. Isles

SUFFOLK COUNTY LAW NO. 14-PL-001

Approved as to Legality:

Suffolk County Attorney
Christine Malafi

_____ 9/17/10
By: Assistant County Attorney — Date
Jennifer B. Kohn

UNITED STATES OF AMERICA
COMMODITY CREDIT CORPORATION

_____ 9/20/10
By: State Conservationist — Date
Astor F. Boozer

Attachment A

List of Pending Conservation Easement Offers on Which the Obligation of FY 2010 Funds is Based

Landowner's Name and Address	Acres	Estimated Conservation Easement Value	Estimated Federal Contribution to the Estimated Conservation Easement Value (no greater than 50% of the Estimated Value)
Shelter Island Farm	26.4	$ 2,191,200.00	**$ 1,095,600.00**
	26.4	TOTAL:	**$1,095,600**

COUNTY OF SUFFOLK

JUL 2 5 2011

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

BRIAN T. CULHANE
COMMISSIONER

PAMELA J. GREENE
DIVISION DIRECTOR

DEPARTMENT OF ENVIRONMENT AND
ENERGY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT

June 30, 2011

Mr. Ken Crannell, Deputy County Executive
H. Lee Dennison Building -12th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Crannell:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the farmland development rights for the Sylvester Manor (Phase I) property, in the Town of Shelter Island, under the New Suffolk County ¼% Drinking Water Protection Program-Farmland. The purchase price is $2,402,400.00± for 26.4± acres, at $91,000.00 per acre, of which Suffolk County's 70% share will be $1,681,680.00±

Please contact me if you require any additional information.

Sincerely,

Pamela J. Greene
Director

PJG:pd
Att.
cc: Christopher E. Kent, Chief Deputy County Executive
Ed Dumas, Chief Deputy County Executive
Brian T. Culhane, Commissioner, Dept. of Environment & Energy
Eric Kopp, Assistant Deputy County Executive
Dan Gulizio, Deputy Director, Planning Department
Janet M. Longo, Acquisition Supervisor
Michael Amoroso, Bureau Chief, Law Dept., Real Estate-Condemnation
Lauretta Fischer, Chief Environmental Analyst, S.C. Planning Dept.
Jessica Kalmbacher, Planner, S. C. Planning Dept. (Farmland only)
Brendan Chamberlain, Director, Intergovernmental Relations
Tom Vaughn, County Executive Assistant
Bob Zaher, Acquisition Agent
CE Reso Review (e-mail copy only)

1674

Intro Res. No. -11 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011 ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

WHEREAS, the New York State Department of Labor awarded funds to the Suffolk County Department of Labor for the Workforce Investment Act (WIA) Program for Program Year 2009 for the period 7/1/2009 through 6/30/2011 and Program Year 2010 for the period 7/2/101 through 6/30/2012; and

WHEREAS, the funds were awarded to integrate employment and training services into a comprehensive workforce delivery system for impacted workers; and

WHEREAS, these funds were included in the 2010 Adopted Operating Budget; and

WHEREAS, the unexpended balance at the end of Budget Fiscal Year 2010 for this program was $2,045,294; and

WHEREAS, these funds were not expended in Budget Fiscal Year 2010 due to the receipt of other grant awards with time constraints necessitating them to be completed first; and

WHEREAS, these funds have not been included in the 2011 Adopted Operating Budget; and

WHEREAS, it is in the best interest of the County to re-appropriate this 100% grant funding; now, therefore be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and re-appropriate the following funds:

REVENUES:

320-4790 Federal Aid	$2,045,294

ORGANIZATIONS: $2,045,294

Department of Labor (LAB)
Workforce Investment Act
320-6300

1000 - Personal Services	**$2,045,294**
1100-Permanent Salaries	$1,055,233
4000 – Contractual Expenses	
4560- Fees for Services: Non-Employ	$ 990,061

and, be it further

2ND RESOLVED, that the Reporting Category for the Integrated Financial Management System (IFMS) is 6300.

APPROVED BY: _____

County Executive of Suffolk County
Date of Approval:

COUNTY OF SUFFOLK

1674

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail:sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner

DATE: July 25, 2011

RE: **INTRODUCTORY RESOLUTION**

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

RESOLUTION NO. -11, ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Christopher Kent, Chief Deputy County Executive

COORDINATION OF GRANT APPLICATION OR CONTRACT **County of Suffolk**	Date July 25, 2011
Submitting Department/Agency **Suffolk County Department of Labor**	Location **Bldg. 17, No. County Complex** **Veterans Memorial Highway** **Hauppauge, NY 11788** 1674

Contact Person in Dept/Agency	Telephone Number	Grant Application Due Date
James M. Andrews	**853-6610**	**N/A**

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

I. BACKGROUND INFORMATION

Grant Title: **ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. ___ New Program Application
b. ___ Renewal Application
c. ___ Supplemental
d. _X_ Extension of Funding Period
e. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
TO PROVIDE FUNDS FOR EMPLOYMENT RELATED PROGRAMS.

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

II. BUDGET INFORMATION

1. Term of Contract
FROM: 07/01/10 TO: 06/30/12

2. Financial Assistance Requested

	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
SOURCE	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$2,045,294	100%	$	%	$	%
State	$	%	$	%	$	%
Town	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$2,045,294	100%	$	%	$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE			
CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	$ -0-	$ -0-	$ -0-
Cash Contribution: a.	$ -0-	$ -0-	$ -0- 1674
b. In-kind Contribution:	$ -0-	$ -0-	$ -0-

4. Total Number of Positions Requested
-0-

5. Can This Program Be Re-funded by the Proposed Non-County Sources? __x__ Yes ____ No

6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
-0-

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.

Program terminates.

8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW			
Intergovernmental Relations Division Review:	_____ Approved _____ Disapproved	Signature of Coordinator	Date
Comments			
Budget Office Review:	_____ Approved _____ Disapproved	Signature of Budget Director	Date
Comments			

1674

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1.	Type of Legislation Resolution _X_ Local Law ___ Charter Law		
Title of Proposed Legislation: **ACCEPTING AND RE-APPROPRIATING 100% FUNDING FOR PROGRAM YEARS 2009 AND 2010 ADULT, DISLOCATED WORKER, YOUTH AND ADMINISTRATIVE FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**			
3.	Purpose of Proposed Legislation **ACCEPT AND RE-APPROPRIATE EMPLOYMENT RELATED FUNDS.**		
4.	Will the Proposed Legislation Have a Fiscal Impact? Yes _X_ No REVENUE TO COUNTY		
5.	If the Answer to item 4 is "yes", on what will it impact? (check appropriate category) __X__ County _____Town _____Economic Impact _____Village _____School District _____Other (Specify _____Library District _____Fire District _____NOT APPLICABLE		
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact REVENUE TO THE COUNTY.		
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. **N/A**		
8.	Proposed Source of Funding **NEW YORK STATE DEPARTMENT OF LABOR / Workforce Investment Act**		
9.	Timing of Impact IMMEDIATE		
10.	Typed Name & Title of Preparer **JAMES M. ANDREWS** **PRINCIPAL MANAGEMENT ANALYST**	11. Signature of Preparer	12. Date **July 25, 2011**

SCIN FORM 175b (10/95)

Intro Res. No. 1675 -11

LOT 8/2/11

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

RESOLUTION NO. -11, ACCEPTING AND APPROPRIATING THE 100% FUNDED SUMMER JOBS EXPRESS! PROGRAM GRANT FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

WHEREAS, the New York State Department of Labor (NYSDOL) has awarded a summer program grant in the amount of $541,502 to the Suffolk County Department of Labor to fund summer jobs; and

WHEREAS, this grant is funded by the Workforce Investment Act (WIA) program, for the express purpose of providing summer employment to youth; and

WHEREAS, the funds were awarded for subsidized employment,

WHEREAS, these funds have not been included in the 2011 Adopted Operating Budget; and

WHEREAS, these funds are available from 6/13/11 – 9/30/11, and

WHEREAS, these funds are 100% Federal funded; now, therefore, be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and they are hereby authorized to accept and appropriate the additional funds as follows:

REVENUES:

320- LAB - 4790 Federal Aid: Various Labor Programs	$541,502

ORGANIZATIONS:

Department of Labor (LAB)
Workforce Investment Act
320-6300

1000 PERSONAL SERVICES	**$467,035**
1110 – Interim Salaries	$84,747
1112 – Summer Program	$378,000
1140 – Work Intern	$4,288
4000 CONTRACTUAL EXPENSES	**$18,103**
4650 – Fees for Services: Non – Employ	$18,103
8000 EMPLOYEE BENEFITS	**$37,364**
8330 – Social Security	$35,728
8380 – Benefit Fund Contribution	$1,636

EMPLOYEE BENEFITS - SELF INSURANCE

039-EMP-9000-9600 Transfer to Fund 039 – Self Insurance $19,000

INTERFUND REVENUE

001-IFT-E039-9600 $19,000

and be it further

2ND RESOLVED, that the Reporting Category for the County Integrated Financial Management System (IFMS) is 6300.

APPROVED BY:_____

County Executive of Suffolk County

Date of Approval:

1675

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1.	Type of Legislation Resolution _X_ Local Law ___ Charter Law		
2.	Title of Proposed Legislation: ACCEPTING AND APPROPRIATING THE 100% FUNDED SUMMER JOBS EXPRESS! PROGRAM GRANT FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.		
3.	Purpose of Proposed Legislation ACCEPT AND APPROPRIATE SUBSIDIZED EMPLOYMENT FUNDS.		
4.	Will the Proposed Legislation Have a Fiscal Impact? Yes _X_ No___ REVENUE TO COUNTY		
5.	If the Answer to item 4 is "yes", on what will it impact? (check appropriate category) __X__ County _____Town _____Economic Impact _____Village _____School District _____Other (Specify _____Library District _____Fire District _____NOT APPLICABLE		
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact REVENUE TO THE COUNTY		
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. N/A		
8.	Proposed Source of Funding NEW YORK STATE DEPARTMENT OF LABOR		
9.	Timing of Impact IMMEDIATE		
10.	Typed Name & Title of Preparer THERESA LOLLO PRINCIPAL FINANCIAL ANALYST	11. Signature of Preparer Theresa Lollo	12. Date July 22, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1675

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:

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

To be completed by the Executive Budget Office

1675

COORDINATION OF GRANT APPLICATION OR CONTRACT **County of Suffolk**		Date July 22, 2011
Submitting Department/Agency **Suffolk County Department of Labor**	Location **Bldg. 17, No. County Complex Veterans Memorial Highway Hauppauge, NY 11788**	
Contact Person in Dept/Agency **James M. Andrews**	Telephone Number **853-6610**	Grant Application Due Date **N/A**

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

I. BACKGROUND INFORMATION

Grant Title: **ACCEPTING AND APPROPRIATING THE 100% FUNDED SUMMER JOBS EXPRESS! PROGRAM GRANT FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
NEW YORK STATE DEPARTMENT OF LABOR

3. Grant/Contract Status (Check One)

a. ___ New Program Application
b. __ Renewal Application
c. _x_ Supplemental (Funding to provide training)
d. ___ Extension of Funding Period
e. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment)
TO PROVIDE FUNDS FOR SUBSIDIZED EMPLOYMENT, YOUTH JOBS.

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

II. BUDGET INFORMATION

1. Term of Contract
FROM: 06/13/11 TO: 09/30/11

2. Financial Assistance Requested

	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
SOURCE	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$541,502	100%	$	%	$	%
State	$	%	$	%	$	%
Town	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$541,502	100%	$	%	$	%

SCIN Form 164b (10-80) This form replaces EXGC Form 1, which is obsolete

1675

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE			
CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	$ -0-	$ -0-	$ -0-
Cash Contribution: a.	$ -0-	$ -0-	$ -0-
b. In-kind Contribution:	$ -0-	$ -0-	$ -0-

4. Total Number of Positions Requested
-0-

5. Can This Program Be Re-funded by the Proposed Non-County Sources? **x** Yes ___ No

6. Estimated Expected Additional Indirect costs (Costs to County not Delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)
-0-

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implication, layoffs, etc.

Program terminates.

8. Attach a List of Potential Subcontractors, If Any, Outlining the Purpose of Each Subcontract (That is, 456 and 498 Account Items; use an additional 8 1/2" x 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW			
Intergovernmental Relations Division Review:	_____ Approved _____ Disapproved	Signature of Coordinator	Date
Comments			
Budget Office Review:	_____ Approved _____ Disapproved	Signature of Budget Director	Date
Comments			

COUNTY OF SUFFOLK

1675

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

ROBERT W. DOW, JR.
COMMISSIONER
DEPARTMENT OF LABOR
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 1319
SMITHTOWN, N.Y. 11787-0895
e-mail:sc.dol@suffolkcountyny.gov
FAX # (631) 853-6510
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert W. Dow, Jr., Commissioner

DATE: July 22, 2011

RE: **INTRODUCTORY RESOLUTION**

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

RESOLUTION NO. -11, ACCEPTING AND APPROPRIATING THE 100% FUNDED SUMMER JOBS EXPRESS! PROGRAM GRANT FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE WORKFORCE INVESTMENT ACT (WIA) PROGRAM.

Thank you for your assistance.

* * *

RWD:dv
Attachment

cc: Christopher Kent, Chief Deputy County Executive

New York State Department of Labor
Andrew M. Cuomo, *Governor*
Colleen C. Gardner, *Commissioner*

June 20, 2011 1675

Mr. Barry D. Feinsod
Director, Workforce Investment Board
Suffolk County Department of Labor
725 Veterans Highway
Smithtown, New York 11787-0895

Dear Mr. Feinsod:

Congratulations. On behalf of Governor Andrew M. Cuomo, I am pleased to inform you that the Suffolk County Local Workforce Investment Area (LWIA) has been chosen to receive an award of up to $541,502.00 under the Summer Jobs Express! Program.

All awards reflect a 13% reduction in funding. This reduction has been applied equally across all the awardees in order to maximize summer employment opportunities for WIA-eligible youth. It is important to note that the Department reserves the right to further negotiate the final award amount with LWIAs who have relatively high cost per youth served in order to create parity across the award group and maximize opportunities available to youth through the Summer Jobs Express! Program.

Final awards will be issued to LWIAs through a Notice of Obligational Authority. The Department will contact LWIAs where further negotiation of the award amount is desired.

Please note that news releases, publicity or any other public announcements regarding this award may not be released without prior approval from the Department. Attached is a Publicity Clause Agreement form to be used to request approval from the Department for this purpose.

If you have any questions, please feel free to contact our Career Development and Youth Initiatives Unit at (518) 457-1856. We value your commitment to the youth of New York State and look forward to working with you as we continue to develop a workforce development system that fully meets their needs.

Sincerely,

Colleen C. Gardner

Colleen C. Gardner

Attachment
cc: Karen Coleman
James DiLiberto
Robert W. Dow, Jr.

Intro. Reso. No. 1676-11 Laid on Table 8/2/11
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF $134,406 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2009 BOMB SQUAD INITIATIVE PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has made $134,406 in Federal pass-through funds from the 2009 State Homeland Security Grant program available to Suffolk County for the 2009 Bomb Squad Initiative Program to be administered by the Suffolk County Police Department; and

WHEREAS, this program is designed to assist law enforcement in the detection, prevention, deterrence, and response to terrorist attacks; and

WHEREAS, the operational period of the Program will be from August 1, 2009 through July 31, 2012; and

WHEREAS, said grant funds have not been included in the 2011 Suffolk County Operating Budget; and

WHEREAS, said grant funds provide for the purchase of a tow-able Equipment Trailer to consolidate Bomb Squad equipment for transportation to a training or incident location; and

WHEREAS, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature; now, therefore be it

1st RESOLVED, that the County Legislature hereby authorizes the fleet of the Suffolk County Police Department be increased by one (1) Trailer for towing bomb squad equipment, approved pursuant to Chapter 186-2 (b) (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County vehicle standard, for use by the Emergency Service Section Bomb Squad of the Suffolk County Police Department; 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 the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate

any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution; and be it further

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

REVENUE:	**AMOUNT**
001-4357– Federal Aid: 2009 Bomb Squad Initiative	$134,406

ORGANIZATIONS:

Police Department (POL)
2009 Bomb Squad Initiative
001-POL-3602

2000 – Equipment	**$107,400**
2040 – Trucks, Trailers and Jeeps	5,000
2500 – Other Equipment, Not Otherwise	102,400
3000-Supplies, Materials & Other Expenses	**$ 27,006**
3680 - Repairs: Special Equipment	27,006

and be it further

4th RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Homeland Security and Emergency Services.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1676

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF $134,406 IN FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2009 BOMB SQUAD INITIATIVE PROGRAM WITH 100% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes XX No**

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

The grant provides $134,406 in Federal pass-through funds for the 2009 Bomb Squad Initiative Program.

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

The funds provided in this grant must be expended between August 1, 2009 and July 31, 2012.

8. Proposed Source of Funding

New York State Division of Homeland Security and Emergency Services

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		7-25-11

FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL		**$0.00**		$0.000

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER $100	2011 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 6/14/11

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date 1/11/10

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: **2009 Bomb Squad Initiative**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Implementing Recommendations of 9/11 Commission Act of 2007, Public law 110-53, Continuing Appropriations Act of 2009, Public Law 110-329, administered by the NYS Division of Homeland Security and Emergency Services, Office of Counter Terrorism.

3. Grant/Contract Status (Check One Box)
A. __New Program Application
B. _ X__Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.).
Grant funding will allow the Suffolk County Police Department's Bomb Squad to strengthen its status as a Type 1 Bomb Squad and enhance its explosive device response operations (EDRO) capabilities.

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

II. BUDGET INFORMATION

1. Term of Contract From 8/1/2009 To: 7/31/2012

2. Financial Assistance Requested

SOURCE	*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*		*FOURTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$123,000	100%	$168,242	100%	$134,406	100%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$123,000	100%	$168,242	100%	$134,406	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$ 0	$	$
A. Cash Contribution	$	$	$
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0	5. Can This Program Be Refunded by the Proposed Non-County Sources? X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2011			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2040 Trucks, Trailers and Jeeps 2070 Cameras and Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise	**107,400** 5,000 102,400			
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3120 Small Tools & Automotive Maintenance 3160 Computer Software 3190 Tools & Implements 3330 Food 3500 Other Unclassified 3680 Repairs: Special Equipment	**27,006** 27,006			
4000 UTILITIES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2011			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance				
OTHER (List Source & Brief Explanation)				

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT	PERSONAL SERVICES						Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
None							

SCIN Form 164D (10-80)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Resolution
   Accepting & appropriating a grant in the amount of $134,406 in Federal pass-through funds from the New York State Division of Homeland Security and Emergency Services for the 2009 Bomb Squad Initiative Program with 100% support.

3. Purpose of Proposed Legislation
   To accept $134,406 from the New York State Division of Homeland Security and Emergency Services which will provide for equipment purchases designed to enhance ability of the Suffolk County Police Department Emergency Service Section Bomb Squad to detect, to prevent, to deter, and to respond to terrorist activities.

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

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

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

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

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

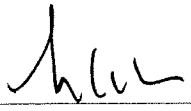
   The current project is 100% funded by the grantor.

8. Proposed Source of Funding
   New York State Division of Homeland Security and Emergency Services, Office of Counter Terrorism

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date

    Susan C. Krause
    Grants Technician

    6/14/2011

SCIN FORM NO. 175b (10/95)

New York State
Office of Homeland Security

THOMAS G. DONLON
DIRECTOR

March 8, 2010

The Honorable Steve Levy
Suffolk County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788-0099

Dear Mr. Levy:

I am pleased to announce that the Suffolk County Bomb Squad has been awarded $134,406 from the FY09 State Homeland Security Program (SHSP). This award is restricted to the specific projects outlined in the enclosed document. Funding for this grant is provided by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA).

Please have your designated representative contact the OHS Contracts Unit at (518) 485-7241 to initiate the contracting process.

We have also established a Grant Assistance Hotline at (866) 837-9133 to answer any questions or provide assistance.

Thank you for your support on this important homeland security initiative.

Sincerely,

Thomas G. Donlon
Director
NYS Office of Homeland Security

Enclosure

NEW YORK STATE
DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES
OFFICE OF COUNTER TERRORISM

FEDERAL GRANT
PROGRAM ADMINISTRATION

May 16, 2011

Mr. Mark White
Deputy Chief Office of Homeland Security and Anti-Terrorism
Suffolk County Police Dept.
30 Yaphank Ave.
Yaphank, NY 11980

Dear Chief White:

Enclosed, please find a contract and five (5) additional signature pages for the FY09 Bomb Squad contract between the Division of Homeland Security and Emergency Services (DHSES) and Suffolk County.

Please review the full contract and, if your organization accepts the terms of the agreement, have the contract and the five (5) additional signature pages signed and notarized on the signature line. The complete package, including all six (6) originally signed and notarized contract signature pages, must be returned to this office no later than June 6, 2011. This grant award agreement does not constitute a formal contract between your organization and DHSES until approved by this agency and/or executed by OSC and the Attorney General's Office. A contract for awards greater than $50,000 must be reviewed and approved by OSC and, therefore, will be stamped by OSC. Contracts for awards that are less than $50,000 do not need to be processed by OSC and, therefore, will not be stamped by OSC.

You are obligated to account for the expenditure of these funds in a timely manner and on the prescribed forms. Expenditures must be made in accordance with the guidelines of this grant program and as stated in the program workplan and budgeted for in the contract budget.

If you have any questions or require further assistance, please contact me at (518) 242-5108. Thank you for your continued cooperation.

Sincerely,

Shelley Wahrlich
Contracts Manager

Enclosures
cc: Anthony Pesce, Program Representative

STATE AGENCY: New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: **C152891** (Contract Number) ORIGINATING AGENCY CODE: **01077**
GRANTEE/CONTRACTOR: (Name & Address) **Suffolk County** H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAM(S): **WM2009 SHSP** **CFDA# 97.067** OHS NUMBER(S): **WM09152891**
FEDERAL TAX IDENTIFICATION NO: **11-6000464** MUNICIPALITY NO (if applicable): **470100000 000**	INITIAL CONTRACT PERIOD: FROM: **08/01/2009** TO: **07/31/2012** FUNDING AMOUNT FOR INITIAL PERIOD: **$ 134,406**
STATUS: **Contractor is not a sectarian entity.** **Contractor is not a not-for-profit organization**	MULTI-YEAR TERM (if applicable): FROM: TO:

CHARITIES REGISTRATION NO:

N/A

Contractor has _____/ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

If 'Exempt' is entered above, reason for exemption: _____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

X	APPENDIX A	Standard Clauses required by the Attorney General for all State contracts
X	APPENDIX A-1	Agency-Specific Clauses
X	APPENDIX B	Budget
X	APPENDIX C	Payment and Reporting Schedule
X	APPENDIX D	Program Workplan and Special Conditions
____	APPENDIX X	Modification of Agreement Form (to accompany modified appendicies for changes in terms or considerations on an existing period or for renewal periods
____	OHS-55	Budget Amendment/Grant Extension Request
____	Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____ Date: _____

F. David Sheppard, Acting Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: _____ Date _____

Ed Dumas, Chief Deputy County Executive

~~STATE OF NEW YORK~~

County of _____

On this _____ day of _____, 20 __, ~~before me~~ personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, ~~that (s)he~~ is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed ~~by the~~ authority of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

_____

Title: _____

Date: _____

APPROVED:
THOMAS P. DINAPOLI,
STATE COMPTROLLER

By _____

Date: _____

NYS OHS # WM09152891
Contract Number: C152891
Law Number:

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney

By: _____
Justin W. Smiloff
Assistant County Attorney

Date: _____

APPROVED:

POLICE DEPARTMENT

By: _____
Richard Dormer
Police Commissioner

Date: _____

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
}
COUNTY OF SUFFOLK)

On the _____day of _____, 2011 before me personally came Ed Dumas, to me known, who being by me duly sworn, did depose and say that he resides in Suffolk County, that he is the Deputy County Executive of the COUNTY OF SUFFOLK, and that he executed the foregoing agreement for and on behalf of the COUNTY OF SUFFOLK by virtue of the authority in him vested as such Deputy County Executive.

_____
Notary Public, State of New York

OHS # WM09152891 **Contract Number – C152891**

Suffolk County Indemnification Clause:

NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1 sections A. 8. and J.1.:

The State and Grantee/Contractor agree that Grantee/Contractor is an independent contractor, and not an employee of the State. If the Grantee/Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee/Contractor shall be solely responsible to the State for performance, whether the work is performed by the Grantee/Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Grantee/Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Grantee/Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Grantee/Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

I agree to this Indemnification Clause. _____(initials)

_____(date)

APPROVED AS TO LEGALITY NOT REVIEWED AS TO EXECUTION

CHRISTINE MALAFI
Suffolk County Attorney
By:_____
Justin Smiloff Date:
Assistant County Attorney

STATE AGENCY: New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: **C152891** (Contract Number) ORIGINATING AGENCY CODE: **01077**
GRANTEE/CONTRACTOR: (Name & Address) **Suffolk County** H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAM(S): **WM2009 SHSP** **CFDA# 97.067** OHS NUMBER(S): **WM09152891**
FEDERAL TAX IDENTIFICATION NO: **11-6000464** MUNICIPALITY NO (if applicable): **470100000 000**	INITIAL CONTRACT PERIOD: FROM: **08/01/2009** TO: **07/31/2012** FUNDING AMOUNT FOR INITIAL PERIOD: **$ 134,406**
STATUS: **Contractor is not a sectarian entity.** **Contractor is not a not-for-profit organization**	MULTI-YEAR TERM (if applicable): FROM: TO:

CHARITIES REGISTRATION NO:

N/A

Contractor has _____/ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

If 'Exempt' is entered above, reason for exemption: _____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

X	APPENDIX A	Standard Clauses required by the Attorney General for all State contracts
X	APPENDIX A-1	Agency-Specific Clauses
X	APPENDIX B	Budget
X	APPENDIX C	Payment and Reporting Schedule
X	APPENDIX D	Program Workplan and Special Conditions
_____	APPENDIX X	Modification of Agreement Form (to accompany modified appendicies for changes in terms or considerations on an existing period or for renewal periods
_____	OHS-55	Budget Amendment/Grant Extension Request
_____	Other --	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____ Date: _____

F. David Sheppard, Acting Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: _____ Date: _____

Ed Dumas, Chief Deputy County Executive

~~STATE OF NEW YORK~~

County of _____

On this _____ day of _____, 20__, ~~before me~~ personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, ~~that~~ (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed ~~by the authority~~ of the Grantee, and that (s)he signed his/her name hereto by like order.

~~(Notary)~~ _____

ATTORNEY GENERAL'S SIGNATURE

_____

Title: _____

Date: _____

APPROVED:
THOMAS P. DINAPOLI,
STATE COMPTROLLER

By _____

Date: _____

NYS OHS # WM09152891
Contract Number: C152891
Law Number:

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney

By: _____
Justin W. Smiloff
Assistant County Attorney

Date: _____

APPROVED:

POLICE DEPARTMENT

By: _____
Richard Dormer
Police Commissioner

Date: _____

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
}
COUNTY OF SUFFOLK)

On the _____day of _____, 2011 before me personally came Ed Dumas, to me known, who being by me duly sworn, did depose and say that he resides in Suffolk County, that he is the Deputy County Executive of the COUNTY OF SUFFOLK, and that he executed the foregoing agreement for and on behalf of the COUNTY OF SUFFOLK by virtue of the authority in him vested as such Deputy County Executive.

_____
Notary Public, State of New York

OHS # WM09152891 **Contract Number – C152891**

Suffolk County Indemnification Clause:

NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1 sections A. 8. and J.1.:

The State and Grantee/Contractor agree that Grantee/Contractor is an independent contractor, and not an employee of the State. If the Grantee/Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee/Contractor shall be solely responsible to the State for performance, whether the work is performed by the Grantee/Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Grantee/Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Grantee/Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Grantee/Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

I agree to this Indemnification Clause. _____(initials)

_____(date)

APPROVED AS TO LEGALITY NOT REVIEWED AS TO EXECUTION

CHRISTINE MALAFI
Suffolk County Attorney
By:_____
Justin Smiloff Date:
Assistant County Attorney

STATE AGENCY: New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: **C152891** (Contract Number) ORIGINATING AGENCY CODE: **01077**
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STATUS: **Contractor is not a sectarian entity.** **Contractor is not a not-for-profit organization**	MULTI-YEAR TERM (if applicable): FROM: TO:

CHARITIES REGISTRATION NO:

N/A

Contractor has _____/ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

If 'Exempt' is entered above, reason for exemption: _____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

X	APPENDIX A	Standard Clauses required by the Attorney General for all State contracts
X	APPENDIX A-1	Agency-Specific Clauses
X	APPENDIX B	Budget
X	APPENDIX C	Payment and Reporting Schedule
X	APPENDIX D	Program Workplan and Special Conditions
_____	APPENDIX X	Modification of Agreement Form (to accompany modified appendicies for changes in terms or considerations on an existing period or for renewal periods
_____	OHS-55	Budget Amendment/Grant Extension Request
_____	Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____ Date: _____

F. David Sheppard, Acting Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: _____ Date: _____

Ed Dumas, Chief Deputy County Executive

~~STATE OF NEW YORK~~

County of _____

On this _____ day of _____, 20__, ~~before me~~ personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, ~~that (s)he~~ is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed ~~by the authority~~ of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	**APPROVED:** **THOMAS P. DINAPOLI,** **STATE COMPTROLLER** By _____ Date: _____

NYS OHS # WM09152891
Contract Number: C152891
Law Number:

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney

By: _____
Justin W. Smiloff
Assistant County Attorney

Date: _____

APPROVED:

POLICE DEPARTMENT

By: _____
Richard Dormer
Police Commissioner

Date: _____

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
}
COUNTY OF SUFFOLK)

On the _____day of _____, 2011 before me personally came Ed Dumas, to me known, who being by me duly sworn, did depose and say that he resides in Suffolk County, that he is the Deputy County Executive of the COUNTY OF SUFFOLK, and that he executed the foregoing agreement for and on behalf of the COUNTY OF SUFFOLK by virtue of the authority in him vested as such Deputy County Executive.

_____
Notary Public, State of New York

OHS # WM09152891 **Contract Number – C152891**

Suffolk County Indemnification Clause:

NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1 sections A. 8. and J.1.:

The State and Grantee/Contractor agree that Grantee/Contractor is an independent contractor, and not an employee of the State. If the Grantee/Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee/Contractor shall be solely responsible to the State for performance, whether the work is performed by the Grantee/Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Grantee/Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Grantee/Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Grantee/Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

I agree to this Indemnification Clause. _____(initials)

_____(date)

APPROVED AS TO LEGALITY NOT REVIEWED AS TO EXECUTION

CHRISTINE MALAFI
Suffolk County Attorney
By:_____
Justin Smiloff Date:
Assistant County Attorney

STATE AGENCY: New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: **C152891** (Contract Number) ORIGINATING AGENCY CODE: **01077**
GRANTEE/CONTRACTOR: (Name & Address) **Suffolk County** H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAM(S): **WM2009 SHSP** **CFDA# 97.067** OHS NUMBER(S): **WM09152891**
FEDERAL TAX IDENTIFICATION NO: **11-6000464** MUNICIPALITY NO (if applicable): **470100000 000**	INITIAL CONTRACT PERIOD: FROM: **08/01/2009** TO: **07/31/2012** FUNDING AMOUNT FOR INITIAL PERIOD: **$ 134,406**
STATUS: **Contractor is not a sectarian entity.** **Contractor is not a not-for-profit organization**	MULTI-YEAR TERM (if applicable): FROM: TO:

CHARITIES REGISTRATION NO:
N/A

Contractor has _____/ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

If 'Exempt' is entered above, reason for exemption: _____

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

X	APPENDIX A	Standard Clauses required by the Attorney General for all State contracts
X	APPENDIX A-1	Agency-Specific Clauses
X	APPENDIX B	Budget
X	APPENDIX C	Payment and Reporting Schedule
X	APPENDIX D	Program Workplan and Special Conditions
_____	APPENDIX X	Modification of Agreement Form (to accompany modified appendicies for changes in terms or considerations on an existing period or for renewal periods
_____	OHS-55	Budget Amendment/Grant Extension Request
_____	Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____ Date: _____

F. David Sheppard, Acting Assistant Director

State Agency Certification. "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: _____ Date: _____

Ed Dumas, Chief Deputy County Executive

~~STATE OF NEW YORK~~

County of _____

On this _____ day of _____, 20 __, ~~before me~~ personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, ~~that (s)he is the~~ _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed ~~by the authority~~ of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	**APPROVED:** **THOMAS P. DINAPOLI,** **STATE COMPTROLLER** By _____ Date: _____

NYS OHS # WM09152891
Contract Number: C152891
Law Number:

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney

By: _____
Justin W. Smiloff
Assistant County Attorney

Date: _____

APPROVED:

POLICE DEPARTMENT

By: _____
Richard Dormer
Police Commissioner

Date: _____

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
}
COUNTY OF SUFFOLK)

On the _____day of _____, 2011 before me personally came Ed Dumas, to me known, who being by me duly sworn, did depose and say that he resides in Suffolk County, that he is the Deputy County Executive of the COUNTY OF SUFFOLK, and that he executed the foregoing agreement for and on behalf of the COUNTY OF SUFFOLK by virtue of the authority in him vested as such Deputy County Executive.

_____
Notary Public, State of New York

OHS # WM09152891 **Contract Number – C152891**

Suffolk County Indemnification Clause:

NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1 sections A. 8. and J.1.:

The State and Grantee/Contractor agree that Grantee/Contractor is an independent contractor, and not an employee of the State. If the Grantee/Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee/Contractor shall be solely responsible to the State for performance, whether the work is performed by the Grantee/Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Grantee/Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Grantee/Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Grantee/Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

I agree to this Indemnification Clause. _____(initials)

_____(date)

APPROVED AS TO LEGALITY NOT REVIEWED AS TO EXECUTION

CHRISTINE MALAFI
Suffolk County Attorney
By:_____
Justin Smiloff Date:
Assistant County Attorney

STATE AGENCY: New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: **C152891** (Contract Number) ORIGINATING AGENCY CODE: **01077**
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STATUS: **Contractor is not a sectarian entity.** **Contractor is not a not-for-profit organization**	MULTI-YEAR TERM (if applicable): FROM: TO:

CHARITIES REGISTRATION NO:

N/A

Contractor has _____/ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

If 'Exempt' is entered above, reason for exemption: _____

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IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____ Date: _____

F. David Sheppard, Acting Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: _____ Date: _____

Ed Dumas, Chief Deputy County Executive

~~STATE OF NEW YORK~~

County of _____

On this _____ day of _____, 20 __, ~~before me~~ personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, ~~that (s)he is the~~ _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed ~~by the authority~~ of the Grantee, and that (s)he signed his/her name hereto by like order.

(Notary)

ATTORNEY GENERAL'S SIGNATURE

_____

Title: _____

Date: _____

APPROVED:
THOMAS P. DINAPOLI,
STATE COMPTROLLER

By_____

Date: _____

NYS OHS # WM09152891
Contract Number: C152891
Law Number:

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney

By: _____
Justin W. Smiloff
Assistant County Attorney

Date: _____

APPROVED:

POLICE DEPARTMENT

By: _____
Richard Dormer
Police Commissioner

Date: _____

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
}
COUNTY OF SUFFOLK)

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Notary Public, State of New York

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Suffolk County Indemnification Clause:

NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1 sections A. 8. and J.1.:

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I agree to this Indemnification Clause. _____(initials)

_____(date)

APPROVED AS TO LEGALITY NOT REVIEWED AS TO EXECUTION

CHRISTINE MALAFI
Suffolk County Attorney
By:_____
Justin Smiloff Date:
Assistant County Attorney

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NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

By: _____ Date: _____

F. David Sheppard, Acting Assistant Director

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

By: _____ Date: _____

Ed Dumas, Chief Deputy County Executive

~~STATE OF NEW YORK~~

County of _____

On this _____ day of _____, 20 __, ~~before me personally~~ came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is ~~the~~ _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the ~~authority of the~~ Grantee, and that (s)he signed his/her name hereto by like order.

~~(Notary)~~ _____

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	**APPROVED:** **THOMAS P. DINAPOLI,** **STATE COMPTROLLER** By_____ Date: _____

NYS OHS # WM09152891
Contract Number: C152891
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APPROVED AS TO LEGALITY:

CHRISTINE MALAFI
Suffolk County Attorney

By: _____
Justin W. Smiloff
Assistant County Attorney

Date: _____

APPROVED:

POLICE DEPARTMENT

By: _____
Richard Dormer
Police Commissioner

Date: _____

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

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I agree to this Indemnification Clause. _____(initials)

_____(date)

APPROVED AS TO LEGALITY NOT REVIEWED AS TO EXECUTION

CHRISTINE MALAFI
Suffolk County Attorney
By:_____
Justin Smiloff Date:
Assistant County Attorney

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

November, 2010

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

APPENDIX A-1
New York State Division of Homeland Security and Emergency Services
AGENCY-SPECIFIC CLAUSES

A. GENERAL TERMS AND CONDITIONS

1. This contract (Agreement) is hereby made by and between the Division of Homeland Security and Emergency Services (DHSES), on behalf of the State of New York (State) and the Grantee.

2. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this Agreement.

3. This Agreement incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

4. Funding for the entire Agreement Period shall not exceed the funding amount specified as "Funding Amount for the Initial Period" on the face page hereof.

5. The period of this Agreement shall be as specified on the face page hereof. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event DHSES shall notify the Grantee immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond the end date specified on the face page hereof.

6. To modify the Agreement, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Agreement.

7. The Grantee must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Agreement, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

8. If the Grantee enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee shall take full responsibility for the acts and omissions of its sub-grantees. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between the sub-grantee and neither DHSES nor the State of New York.

9. If this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If this Agreement is $15,000 or less, it shall not take effect until it is executed by both parties.

   If this Agreement ranges in dollar amount from $15,000.01 to $50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated *prior to*

April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If the Agreement utilizes funds appropriated *on or after* April 1, 2006, it shall not take effect until it is executed by both parties.

10. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

11. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

12. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available.

13. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

14. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.

15. Consistent with the NYS Office of State Comptroller Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from DHSES must comply with Vendor Responsibility requirements.

B. BUDGET, PAYMENT, REIMBURSEMENT AND REPORTING REQUIREMENTS

1. The Grantee is not permitted to make any changes to the Agreement budget without the written approval of DHSES. Furthermore, any proposed modification to the Agreement which results in a change of greater than 10 percent to any budget category, must be submitted to NYS Office of State Comptroller for approval.

2. To be eligible for payment, the Grantee shall submit to the DHSES' designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to DHSES.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Grantee for completed, approved projects, a sum not to exceed the amount noted on the face page hereof. The Grantee must not seek or accept reimbursement from any other sources for Grantee costs and services pursuant to this Agreement.

4. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check

is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. The Grantee shall meet all audit requirements of the federal government and State of New York.

6. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

7. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/agencies/travel/travel.htm.

8. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

   a) Unless a special condition applies to this Agreement, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.

   b) Grantee must adhere to the following guidelines at a minimum when obtaining consultant services.

      i. Consultant services that cost up to $15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.

      ii. Consultant services that cost over $15,000 up to $50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record

must be maintained of the advertisement, the quotations, and the selection process.

iii. Consultant services that cost over $50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; establishment of the methodology of evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.

c) A Grantee that is a local government must contract for consultants in accordance with General Municipal Law Article 5-A and any other applicable regulations.

d) A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

9. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Grantee must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

10. Upon completion of all contractual requirements by the Grantee, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Grantees shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of $5,000 or more may

be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

11. The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

"Purchased with funds provided by the U.S. Department of Homeland Security."

12. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

a) Grantee must also make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to $15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.

iii. Goods or services or multiples of each that have an aggregate cost between $15,000 up to $50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.

iv. A Grantee expending over $50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.

v. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined

to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) A Grantee that is a State entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

c) A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

13. The Grantee shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

14. The Grantee must submit program progress reports and final reports as specified in Appendix C.

15. Where advance payments are approved by DHSES, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Grantees to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Grantee may keep interest earned up to $100 per federal fiscal year if a local unit of government and $250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. ACCOUNTING FOR GRANT EXPENDITURES

1. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Grantee agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. This Agreement may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

4. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded as proposed.

5. If this Agreement makes provisions for the Grantee to sub-grant funds to other recipients, the Grantee agrees that all sub-grantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any sub-grantee as if it were its own.

6. The Grantee agrees that all sub-grantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

   - Activities to be performed;
   - Time schedule;
   - Project policies;
   - Other policies and procedures to be followed;
   - Dollar limitation of the Agreement;
   - Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement;
   - Applicable federal and/or State cost principles to be used in determining allowable costs; and
   - Property Records or Equipment Inventory Reports.

7. The Grantee will not be reimbursed for sub-granted funds unless all expenditures by a sub-grantee are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

D. PROPERTY

1. Any equipment, furniture or supplies or other property purchased pursuant to this Agreement is deemed to be the property of the State, except as may otherwise be governed by federal or

State laws, rules or regulations or stated in this Agreement.

2. Upon completion of all contractual requirements by the Grantee under this Agreement, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Agreement.

3. The Grantee must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Grantee, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

4. If Grantee disposes of any equipment purchased under this Agreement during the active lifespan of said equipment, Grantee must reinvest any proceeds from the disposal into additional equipment items to continue Grantee's organization's activities subject to the guidelines of this Agreement. If the Grantee does not reinvest proceeds to continue activities subject to this Agreement, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Agreement must be repaid to the State of New York.

E. FEDERAL REQUIREMENTS

1. The Grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

2. A list of regulations commonly applicable to United States Department of Homeland Security (DHS) grants are listed below, including the guidance:

   a) Administrative Requirements:

      1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
      2. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

   b) Cost Principles:

      1. 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
      2. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
      3. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
      4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations

   c) Audit Requirements:

      1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

3. The Grantee shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.

4. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Grantee, sub-recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this Agreement is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

5. In accordance with federal requirements, a Grantee that receives during its fiscal year $500,000 or more of federal funds from all sources, including this Agreement, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year.

6. The Grantee must provide one copy of such audit report to DHSES within nine months of the end of its fiscal year, or communicate in writing to DHSES that Grantee is exempt from such requirement.

7. Program income earned by the Grantee during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is <u>not</u> considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

8. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

    a) If DHSES shares its right to copyright such work with the Grantee, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases

ownership with grant support.

b) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with such grant support.

c) The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DHSES. Any document generated pursuant to this grant must contain the following language:

> "This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security."

F. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. Services performed pursuant to this Agreement must be secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

2. Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

3. Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of federal and State laws and regulations, or as specified in this Agreement.

G. AMENDMENT, SUSPENSION, TERMINATION OF AGREEMENT

1. The Grantee agrees that if the project is not operational within 60 days of the execution date of the Agreement, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Agreement, the Grantee will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. DHSES will be allowed to extend, increase, amend, decrease or terminate this Agreement, upon appropriate approval of the NYS Offices of Attorney General and/or State Comptroller, as follows:

a) Upon approval by the NYS Office of State Comptroller, the term of this Agreement may be extended in conjunction with the extension of the federal grant award from which this Agreement is funded, not to exceed a term of five years from the initial start date.

b) Upon approval by the NYS Office of State Comptroller, the amount of this Agreement may be increased provided the funds are used in accordance with the guidelines associated with this Agreement grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.

c) This Agreement may be terminated at any time upon mutual written consent of DHSES and the Grantee.

d) DHSES may decrease the level of funding or terminate the Agreement immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.

e) This Agreement may be terminated for convenience upon thirty (30) days' notice to the Grantee.

3. DHSES reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DHSES or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely.

   i. DHSES shall provide the Grantee with written notice of noncompliance.
   ii. Upon the Grantee's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement.
   iii. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with these terms.

4. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
   (a) via certified or registered United States mail, return receipt requested;
   (b) by facsimile transmission;
   (c) by personal delivery;
   (d) by expedited delivery service; or
   (e) by e-mail.

5. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

6. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

7. Upon receipt of the notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees to not incur any new obligations after receipt of the notice without prior written approval by DHSES.

8. DHSES shall be responsible for payment on claims pursuant to costs incurred pursuant to terms of the AGREEMENT. In no event shall DHSES be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date.

H. AVAILABILITY OF FUNDS

1. If for any reason the State of New York or the federal government terminates its appropriation through DHSES or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DHSES, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DHSES for payment of such costs. Upon termination or reduction of this Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DHSES. In any event, no liability shall be incurred by DHSES or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DHSES because of disallowed expenditures after audit shall be its responsibility.

2. Unless otherwise specified, in accordance with the State Finance Law, the availability of federal and State funds budgeted as local assistance shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are re-appropriated in the State Budget by the New York State Legislature. When local assistance funds are not re-appropriated, vouchers must be received by DHSES by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

I. RETENTION OF RECORDS

1. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the Agreement Period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year Period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DHSES requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, property records or equipment inventory records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the

project manager must have access to these original records. Such fiscal records must readily identify the associated project.

J. INDEMNIFICATION

1. The Grantee shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee or its sub-grantees pursuant to this Agreement. The Grantee shall indemnify and hold harmless the State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.

2. The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the State nor make any claim, demand or application to, or for, any right based upon any different status.

Appendix B - Project Budget
Contract Period: 8/1/2009 - 7/31/2012

DESCRIPTION	GRANT AMOUNT	MATCH AMOUNT
Suffolk County		
Equipment		
Equipment Trailer/Bomb Squad Command Post	5,000.00	0.00
Disruptor kits and initiator	5,500.00	0.00
Open X-Ray System	74,900.00	0.00
Telescopic Manipulator	13,000.00	0.00
Remote Engagement Device	9,000.00	0.00
	107,400.00	**0.00**
All Other Expenses		
Repair and maintenance of bomb squad equipment	27,006.00	0.00
	27,006.00	**0.00**
Grant Total:	**134,406.00**	**0.00**

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

   Reimbursement requests need to include the following documents:
   - Signed Voucher and Fiscal Cost Report
   - Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
   - Written documentation of all required DHSES approvals, as appropriate

2. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

3. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances **and** any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

4. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the **New York State Division of Homeland Security and Emergency Services**. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

5. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

6. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

   All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

   DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

7. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

8. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

9. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project **or** termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter	**Report Due**
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Appendix D - Program Workplan and Special Conditions

This Program will be implemented by: **Suffolk County Police Department**

Project Goal: To protect NYS residents and infrastructure from terrorist attacks involving explosive devices.

Objective # 1

To enhance capabilities to prevent and detect improvised explosive device (IED) attacks.

Task # 1

Purchase allowable equipment to enhance our Type 1 squad.

Performance Measure # 1

Identify equipment ordered and received; Provide a brief narrative on this project and how it enhances the county's capabilities to prevent, detect and render safe an IED attack; Equipment accountability records are properly maintained.

Appendix D - Program Workplan and Special Conditions

I. ALL GRANT FUNDS:

A. Permissible Use of Funding

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the FY 2009 HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index09.shtm>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with FY 2009 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on DHSES' website at <http://www.security.state.ny.us/publications/index.html>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down FY 2009 UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to the NYS Division of Homeland Security and Emergency Services (DHSES), upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2009 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (https://www.rkb.us).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through the NYS Division of Homeland Security and Emergency Services (DHSES), for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2009 HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through DHSES for certification.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. Law Enforcement Requirements

1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

Appendix D - Program Workplan and Special Conditions

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, Grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

G. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

II. ADDITIONAL REQUIREMENTS FOR TARGETED GRANT PROGRAMS:

A. Explosive Detection Canine Team Grant Program

1. Grantees are required to follow New York State Division of Criminal Justice Services (DCJS) or New York State Police (NYSP) guidelines for maintenance training in order to meet the annual recertification requirements for canines purchased with these grant funds.
2. This requirement includes attending training in which a DCJS certified canine explosives trainer is present and completes the proper documentation of such training for recertification, or attending NYSP regional explosives detection canine training as per their protocol.
3. Grantees must make these records available to DHSES, upon request, for review to ensure compliance with these conditions.

B. Companion Animal Shelter Equipment (CASE) Grant

1. CASE Grantees are required to submit their animal response plan to DHSES prior to Contract end date.
2. Equipment selected for purchase as part of the CASE Grant Program must be from the approved equipment list for Emergency Animal Sheltering Caches and submitted to DHSES for approval prior to purchase.

C. Operation SPIDER/RED Cell Team Exercises

1. To satisfy the programmatic reporting requirements for Operation SPIDER/Red Team Exercises, recipient is required to submit only one program progress report per Operation/Red Team Exercise to DHSES. This report is due 30 days after the last day of each Operation/Exercise. After Action Reports (AARs) must be submitted to DHSES for each Red Team Exercise within 30 days of the last day of each Red Team Exercise.

D. Bomb Squad Initiative

1. For the performance period of this grant, all bomb squads awarded grant funds by DHSES must establish, maintain and, when requested by DHSES, demonstrate the capability to wirelessly transmit radiological spectra data files from the field in real-time. These files must be transmitted to designated "reach-back" and scientific support elements in the Domestic Nuclear Detection Office (DNDO's) "Securing the Cities" Initiative or New York Statewide Radiological Detection and Interdiction Program. As necessary, funds from this award can be utilized to establish and/or maintain this capability as budgeted in approved Appendix B Project Budget.

COUNTY OF SUFFOLK

STEVE LEVY
COUNTY EXECUTIVE

RICHARD DORMER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

TO: **Ken Crannell, Deputy County Executive**
Suffolk County Executive's Office

FROM: **Edward Webber, Chief of Support Services**
Suffolk County Police Department

DATE: **June 17, 2011**

SUBJECT: **Resolution Packets & SCIN Forms for**
The 2009 Bomb Squad Initiative grant program
DHSES # WM09152891

Attached please find two copies of the following for the New York State Division of Homeland Security and Emergency Services sponsored 2009 Bomb Squad Initiative grant program:

1. Draft Grant Resolution.
2. Grant SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Copy of the proposed contract between Suffolk County and the New York State Division of Homeland Security and Emergency Services

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

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

Thank you for your assistance with this project.

EW/sck
Att.

cc: Christopher Kent, Chief Deputy County Executive
Evelyn Creen, Senior Federal & State Aid Claims Examiner

1677

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 7, WICKS ROAD FROM THE VICINITY OF BLUE JAY DRIVE TO THE VICINITY OF CR 13, FIFTH AVENUE, TOWN OF ISLIP (CP 5539)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with the Reconstruction of CR 7, Wicks Road from the Vicinity of Blue Jay Drive to the Vicinity of CR 13, Fifth Avenue; and

WHEREAS, there are sufficient funds within the 2011 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $6,250,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, Resolution No. 409-2005, approved by the County Legislature, declared this project constituted an unlisted action that will not have a significant adverse impact on the environment, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-six (46) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete the Reconstruction of CR 7, Wicks Road from the Vicinity of Blue Jay Drive to the Vicinity of CR 13, Fifth Avenue, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $6,250,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5539.312 (Fund 001 Debt Service)	50	Improvements to CR 7, Wicks Road from the Vicinity of Blue Jay Drive to the Vicinity of CR 13, Fifth Avenue	$6,250,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1677

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 7, WICKS ROAD FROM THE VICINITY OF BLUE JAY DRIVE TO THE VICINITY OF CR 13, FIFTH AVENUE, TOWN OF ISLIP (CP 5539)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

FY 2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel, Senior Management Analyst	Amy C Engel	July 25, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1677

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$528,418**	**$0.96**		$0.002

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$528,418**	**$0.96**		$0.002

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1677

Term of Bonds	15
Amount to Bond:	$6,250,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	$332,888.69	$195,529.36	$528,418.05	$528,418.05
			$92,557.52	$92,557.52	
11/9/2012	3.000%	$343,303.01	$92,557.52	$435,860.53	$528,418.05
			$87,187.45	$87,187.45	
11/10/2013	3.000%	$354,043.14	$87,187.45	$441,230.60	$528,418.05
			$81,649.39	$81,649.39	
11/10/2014	3.000%	$365,119.27	$81,649.39	$446,768.66	$528,418.05
			$75,938.07	$75,938.07	
11/10/2015	3.000%	$376,541.92	$75,938.07	$452,479.98	$528,418.05
			$70,048.07	$70,048.07	
11/9/2016	3.000%	$388,321.92	$70,048.07	$458,369.98	$528,418.05
			$63,973.80	$63,973.80	
11/9/2017	3.000%	$400,470.45	$63,973.80	$464,444.25	$528,418.05
			$57,709.50	$57,709.50	
11/10/2018	3.000%	$412,999.05	$57,709.50	$470,708.55	$528,418.05
			$51,249.22	$51,249.22	
11/10/2019	3.000%	$425,919.60	$51,249.22	$477,168.83	$528,418.05
			$44,586.84	$44,586.84	
11/9/2020	3.000%	$439,244.37	$44,586.84	$483,831.21	$528,418.05
			$37,716.03	$37,716.03	
11/9/2021	3.000%	$452,985.99	$37,716.03	$490,702.02	$528,418.05
			$30,630.26	$30,630.26	
11/10/2022	3.000%	$467,157.52	$30,630.26	$497,787.79	$528,418.05
			$23,322.82	$23,322.82	
11/10/2023	3.250%	$481,772.41	$23,322.82	$505,095.23	$528,418.05
			$15,786.77	$15,786.77	
11/9/2024	3.250%	$496,844.51	$15,786.77	$512,631.28	$528,418.05
			$8,014.95	$8,014.95	
11/9/2025	3.375%	$512,388.14	$8,014.95	$520,403.10	$528,418.05
		$6,250,000.00	$1,676,270.74	$7,926,270.74	$7,926,270.74

COUNTY OF SUFFOLK

1677

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: June 13, 2011

RE: Appropriating Funds in Connection with the Reconstruction of CR 7, Wicks Road from the Vicinity of Blue Jay Drive to the Vicinity of CR 13, Fifth Avenue, Town of Islip (CP 5539)

Attached is a draft resolution and duplicate copy to appropriate the sum of $6,250,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2011 Capital Budget and Program for this project.

This funding will provide for the reconstruction of CR 7, Wicks Road within the above limits. Improvements include drainage, sidewalk repair and installation, where necessary, and optimizing traffic signal operation within the corridor.

The Suffolk County Council on Environmental Quality has reviewed this project and determined that it constitutes an unlisted action and no further review is required. The Suffolk County Legislature concurred with this finding pursuant to Resolution 409-2005.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5539(CR7 Blue Jay-CR13).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

Intro. Res. No. 1678 - 2011 Laid on the Table 8/2/11
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 239-2011 AND AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM TO INCREASE FUNDING IN CONNECTION WITH THE RECONSTRUCTION OF CR 11, PULASKI ROAD FROM LARKFIELD ROAD TO NYS ROUTE 25A, TOWNS OF HUNTINGTON AND SMITHTOWN (CP 5095.311)

WHEREAS, Resolution No. 239 of 2011 appropriated $6,500,000 for construction and apportioned the share allocation as 80% Federal funds and 20% County funds; and

WHEREAS, New York State has subsequently implemented funding changes that increase funding for construction to $8,875,000; and

WHEREAS, the County must first pass a resolution and have State and Local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County is required to first instance fund the entire cost of the project and subsequently receive reimbursement for the Federal and State Marchiselli portions based on actual expenditures; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said increase request under Capital Project 5095 and pursuant to the Suffolk County Charter, Section C4-13, and offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $375,000 in additional funding for Capital Project 5095; now, therefore, be it

1st RESOLVED, Resolution No. 20-2009, approved by the County Legislature, declared this project constituted an unlisted action that will not have a significant adverse impact on the environment, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-four (54) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (A) of the Suffolk County Charter to complete the Reconstruction of CR 11, Pulaski Road from Larkfield Road to NYS Route 25A; and be it further

4th RESOLVED, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5095
Project Title: Reconstruction of CR 11, Pulaski Road from Larkfield Road to NYS Route 25A

	Total Est'd Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
5095.311	$3,375,000B	$3,300,000B	$3,375,000B
	$5,500,000F	$5,200,000F	$5,500,000F
TOTAL	$8,875,000	$8,500,000	$8,875,000

and be it further

5th **RESOLVED**, that the proceeds of $75,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5095.311 (Fund 001 Debt Service)	50	Reconstruction of CR 11, Pulaski Road from Larkfield Road to NYS Route 25A	$75,000

and be it further

6th **RESOLVED,** that Federal Aid in the amount of $300,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-5095.311	50	Reconstruction of CR 11, Pulaski Road from Larkfield Road to NYS Route 25A	$300,000

and be it further

7th **RESOLVED**, that the apportionment of the cost of Capital Project 5095.311, PIN OT2392 be amended to reflect the additional funding to reflect the total increase of $375,000 with a share allocation of 80% Federal reimbursement in the amount of $300,000 and a 20% County share of $75,000; and be it further

8th **RESOLVED**, that the apportionment of the cost of Capital Project 5095.311, PIN OT2392 be amended to reflect a total cost of $8,875,000 with a share allocation of 80% Federal reimbursement in the amount of $5,500,000, and a 20% County share of $3,375,000; and be it further

9th **RESOLVED**, that the County Comptroller is hereby authorized and directed to limit the serial bond borrowing for the additional County share to $75,000; and be it further

10th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any federal or state aid

received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $75,000 for the County share; and be it further

11th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept additional Federal funding for up to $300,000; and be it further

12th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the additional federal share of $300,000; and be it further

13th RESOLVED, that the County Treasurer and the County Comptroller are authorized to accept Federal and State Marchiselli aid in connection with this project; and be it further

14th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1678

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 239-2011 AND AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM TO INCREASE FUNDING IN CONNECTION WITH THE RECONSTRUCTION OF CR 11, PULASKI ROAD FROM LARKFIELD ROAD TO NYS ROUTE 25A, TOWNS OF HUNTINGTON AND SMITHTOWN (CP 5095.311)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

Federal Highway Administration (FHWA) 80%, Suffolk County 20%. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 21, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1678

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$6,341**	**$0.01**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$6,341**	**$0.01**		$0.000

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1678

Term of Bonds	15
Amount to Bond:	$75,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012			$1,110.69	$1,110.69	
11/10/2012	3.000%	$3,994.66	$2,346.35	$6,341.02	$6,341.02
			$1,110.69	$1,110.69	
11/9/2012	3.000%	$4,119.64	$1,110.69	$5,230.33	$6,341.02
			$1,046.25	$1,046.25	
11/10/2013	3.000%	$4,248.52	$1,046.25	$5,294.77	$6,341.02
			$979.79	$979.79	
11/10/2014	3.000%	$4,381.43	$979.79	$5,361.22	$6,341.02
			$911.26	$911.26	
11/10/2015	3.000%	$4,518.50	$911.26	$5,429.76	$6,341.02
			$840.58	$840.58	
11/9/2016	3.000%	$4,659.86	$840.58	$5,500.44	$6,341.02
			$767.69	$767.69	
11/9/2017	3.000%	$4,805.65	$767.69	$5,573.33	$6,341.02
			$692.51	$692.51	
11/10/2018	3.000%	$4,955.99	$692.51	$5,648.50	$6,341.02
			$614.99	$614.99	
11/10/2019	3.000%	$5,111.04	$614.99	$5,726.03	$6,341.02
			$535.04	$535.04	
11/9/2020	3.000%	$5,270.93	$535.04	$5,805.97	$6,341.02
			$452.59	$452.59	
11/9/2021	3.000%	$5,435.83	$452.59	$5,888.42	$6,341.02
			$367.56	$367.56	
11/10/2022	3.000%	$5,605.89	$367.56	$5,973.45	$6,341.02
			$279.87	$279.87	
11/10/2023	3.250%	$5,781.27	$279.87	$6,061.14	$6,341.02
			$189.44	$189.44	
11/9/2024	3.250%	$5,962.13	$189.44	$6,151.58	$6,341.02
			$96.18	$96.18	
11/9/2025	3.375%	$6,148.66	$96.18	$6,244.84	$6,341.02
		$75,000.00	$20,115.25	$95,115.25	$95,115.25

COUNTY OF SUFFOLK

1678

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: June 13, 2011

RE: Amending Resolution 239-2011 and Amending the 2011 Capital Budget and Program to Increase Funding in Connection with the Reconstruction of CR 11, Pulaski Road from Larkfield Road to NYS Route 25A, Towns of Huntington and Smithtown (CP 5095.311, PIN OT2392)

Attached is a draft resolution and duplicate copy amending Resolution No. 239 of 2011, as well as amending the 2011 Capital Budget and Program to increase funding for the above referenced project. This resolution revises the apportionment of the funds for construction costs for Reconstruction of CR 11, Pulaski Road.

Resolution 239-2011 appropriated $6,500,000 and apportioned the share allocation as 80% Federal funds and 20% County funds. The State has subsequently implemented funding changes which increase the funding into the subject project's construction phase. This funding will re-allocate and increase funding for construction to $6,875,000, 80% Federal funds ($5,500,000) and 20% County funds ($1,375,000).

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5095(CR11 Realloc Constr Aid).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

Intro. Res. No. 1679 - 2011 Laid on the Table 8/2/11
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 631-2008 IN CONNECTION WITH THE RECONSTRUCTION OF CR 57, BAY SHORE ROAD, FROM NYS RTE 27 TO NYS RTE 231, TOWNS OF BABYLON AND ISLIP (CP 5523)

WHEREAS, Resolution No. 631-2008 appropriated $1,800,000 for real estate acquisition and apportioned the share allocation as 80% Federal funds and 20% County funds; and

WHEREAS, New York State has subsequently allocated a 15% share from State Marchiselli funding to assist the County in matching its portion of the $1,800,000 cost of this project; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and State Marchiselli portion; now, therefore, be it

1st **RESOLVED**, that Resolution No. 410-2005 approved by the County Legislature, classified the actions contemplated by this as an Unlisted Action which will not have a significant effect on the environment, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that the apportionment of the cost of Capital Project 5523.211, PIN 075669 be amended to reflect the additional fifteen percent (15%) State Marchiselli aid dedicated in the amount of $270,000; and be it further

3rd **RESOLVED**, that the apportionment of the cost of Capital Project 5523.211, PIN 075669 be amended to reflect a total cost of $1,800,000 with a share allocation of 80% Federal reimbursement in the amount of $1,440,000, 15% State Marchiselli aid reimbursement in the amount of $270,000, and a 5% County share of $90,000; and be it further

4th **RESOLVED**, that the County Comptroller is hereby authorized and directed to limit the serial bond borrowing for the County share to $90,000; and be it further

5th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any Federal or State aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $90,000 for the County share; and be it further

6th **RESOLVED,** that the County Treasurer and County Comptroller are hereby authorized and directed to accept added State funding for up to $270,000; and be it further

7th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount up to $1,440,000; and be it further

8th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal and State share of $1,710,000; and be it further

9th **RESOLVED**, that the County Treasurer and the County Comptroller are authorized to accept State and Federal aid in connection with this project; and be it further

10th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT 1679
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 631-2008 IN CONNECTION WITH THE RECONSTRUCTION OF CR 57, BAY SHORE ROAD, FROM NYS RTE 27 TO NYS RTE 231, TOWNS OF BABYLON AND ISLIP (CP 5523)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

New York State has allocated funding to defray Suffolk County's share. This reduces the County share from $360,000 to $90,000. The new allocations are: Federal Highway Administration (FHWA) 80%, New York State 15% and Suffolk County 5%. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal and State share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 25, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1679

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$7,609**	**$0.01**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$7,609**	**$0.01**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1679

Term of Bonds	15
Amount to Bond:	$90,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012			$2,815.62	$7,609.22	$7,609.22
11/10/2012	3.000%	$4,793.60	$1,332.83	$1,332.83	
11/9/2012	3.000%	$4,943.56	$1,332.83	$6,276.39	$7,609.22
			$1,255.50	$1,255.50	
11/10/2013	3.000%	$5,098.22	$1,255.50	$6,353.72	$7,609.22
			$1,175.75	$1,175.75	
11/10/2014	3.000%	$5,257.72	$1,175.75	$6,433.47	$7,609.22
			$1,093.51	$1,093.51	
11/10/2015	3.000%	$5,422.20	$1,093.51	$6,515.71	$7,609.22
			$1,008.69	$1,008.69	
11/9/2016	3.000%	$5,591.84	$1,008.69	$6,600.53	$7,609.22
			$921.22	$921.22	
11/9/2017	3.000%	$5,766.77	$921.22	$6,688.00	$7,609.22
			$831.02	$831.02	
11/10/2018	3.000%	$5,947.19	$831.02	$6,778.20	$7,609.22
			$737.99	$737.99	
11/10/2019	3.000%	$6,133.24	$737.99	$6,871.23	$7,609.22
			$642.05	$642.05	
11/9/2020	3.000%	$6,325.12	$642.05	$6,967.17	$7,609.22
			$543.11	$543.11	
11/9/2021	3.000%	$6,523.00	$543.11	$7,066.11	$7,609.22
			$441.08	$441.08	
11/10/2022	3.000%	$6,727.07	$441.08	$7,168.14	$7,609.22
			$335.85	$335.85	
11/10/2023	3.250%	$6,937.52	$335.85	$7,273.37	$7,609.22
			$227.33	$227.33	
11/9/2024	3.250%	$7,154.56	$227.33	$7,381.89	$7,609.22
			$115.42	$115.42	
11/9/2025	3.375%	$7,378.39	$115.42	$7,493.80	$7,609.22
		$90,000.00	$24,138.30	$114,138.30	$114,138.30

COUNTY OF SUFFOLK

1679

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: June 20, 2011

RE: Amending Resolution 631-2008 in Connection with the Reconstruction of CR 57, Bay Shore Road, from NYS Rte. 27 to NYS Rte. 231, Towns of Babylon and Islip (CP 5523.211, PIN 075669)

Attached is a draft resolution and duplicate copy amending Resolution No. 631 of 2008 for the above referenced project. This resolution revises the apportionment of the funds for right-of-way costs for the Reconstruction of CR 57, Bay Shore Road.

Resolution 631-2008 appropriated $1,800,000 and apportioned the share allocation as 80% Federal funds and 20% County funds. The State has subsequently allocated a 15% share from State Marchiselli funding. This resolution will re-allocate the right-of-way cost to 80% Federal funds ($1,440,000), 15% State funds ($270,000) and 5% County funds ($90,000).

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5523(CR57 Realloc ROW Aid).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1680

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON IN CONNECTION WITH CONSTRUCTION OF SIDEWALKS ON CR 79, BRIDGEHAMPTON-SAG HARBOR TURNPIKE FROM SCUTTLEHOLE ROAD TO MONTAUK HIGHWAY (NYS 27) AND AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM BY ACCEPTING $100,000 FROM THE TOWN OF SOUTHAMPTON FOR CONSTRUCTION OF SIDEWALKS (CP 5497)

WHEREAS, Resolution Nos. 1223-2009, 819-2010 and 259-2011 appropriated funding for the installation of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike; and

WHEREAS, as a result of discussions between the Town and the Suffolk County Department of Public Works, a determination was made that the planning and construction of the sidewalks should be performed by the County of Suffolk; and

WHEREAS, the County has sufficient funds in Capital Project 5497 to cover a portion of the costs associated with installation of said sidewalks; and

WHEREAS, pursuant to Town Board Resolution 2009-1477, the Town allocated $100,000 for the installation of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27); and

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

WHEREAS, pursuant to Town of Southampton Resolution 2010-1056, the Town Board authorized the execution of an Intermunicipal Agreement with the County to provide to the County $100,000 towards the cost of the installation of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27); now, therefore be it

1st **RESOLVED**, Resolution No. 946-2009, approved by the County Legislature, declared this project constituted an unlisted action that will not have a significant adverse impact on the environment, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-one (51) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998 and reaffirmed by Resolution No. 209-2000; and be it further

3rd **RESOLVED**, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5497
Project Title: Installation of Sidewalks on Various County Roads

	Total Est'd Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
3. Construction	$5,541,000	$500,000B	$500,000B $100,000O
TOTAL	$7,091,000	$500,000	$600,000

4th **RESOLVED,** that $100,000 be accepted from the Town of Southampton to cover a portion of the costs associated with the installation of sidewalks and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP 5497.332	50	Construction of Sidewalks on Various County Roads	$100,000

5th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept funding from the Town of Southampton in the amount of $100,000; and be it further

6th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, subject to the approval of the County Attorney, to execute an Intermunicipal Agreement with the Town of Southampton for the transfer of funding to the County of Suffolk for said project, and to execute any and all contract documents related to this project, on behalf of the County of Suffolk providing for Suffolk County's participation in the above referenced project; and be it further

7th **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 of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1680

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON IN CONNECTION WITH CONSTRUCTION OF SIDEWALKS ON CR 79, BRIDGEHAMPTON-SAG HARBOR TURNPIKE FROM SCUTTLEHOLE ROAD TO MONTAUK HIGHWAY (NYS 27) AND AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM BY ACCEPTING $100,000 FROM THE TOWN OF SOUTHAMPTON FOR CONSTRUCTION OF SIDEWALKS (CP 5497)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

The County is accepting $100,000 from the Town of Southampton which will be used to help pay for the planning and construction of sidewalks on CR 79.

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

Not applicable.

8. Proposed Source of Funding

Funding from the Town of Southampton.

9. Timing of Impact

2011

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C. Engel Senior Management Analyst	Amy C Engel	July 25,2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1680

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1680

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: June 8, 2011

RE: Authorizing an Intermunicipal Agreement with the Town of Southampton in Connection with Construction of Sidewalks on CR 79, Bridgehampton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27) and Amending the 2011 Capital Budget and Program by Accepting $100,000 from the Town of Southampton for Construction of Sidewalks (CP 5497)

Attached is a draft resolution and duplicate copy to authorize an Intermunicipal Agreement (IMA) with the Town of Southampton. This IMA will allow the County of Suffolk to accept $100,000 in Town funds for the purpose of construction of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike in the above referenced limits.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-IMA Shamp Town (CR79 Sidewalks)(2nd revision 6.8.11).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nicolas E. Paglia, Jr., Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

INTERMUNICIPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON IN CONNECTION WITH INSTALLATION OF SIDEWALKS ALONG CR 79, BRIDGEHAMPTON-SAG HARBOR TURNPIKE FROM SCUTTLEHOLE ROAD TO MONTAUK HIGHWAY (NYS 27)

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 construction for sidewalk improvements on CR 79, Bridgehampton-Sag Harbor Turnpike, between Scuttlehole Road and Montauk Highway (NYS 27), Town of Southampton, pursuant to the County of Suffolk Department of Public Works plans for Construction of Sidewalk on CR 79, Bridgehampton-Sag Harbor Turnpike, prepared by Nelson & Pope Engineers, attached hereto and made a part hereof ("**Project**").

Term of the Agreement: Shall commence upon execution. The County shall complete the improvements within eighteen (18) months of the commencement date. Upon completion of construction, the Town of Southampton shall assume all associated maintenance of these sidewalks, pursuant to Highway Law §140 (18).

Total Cost of the Agreement: $100,000 payable by the Town.

Terms and Conditions: Shall be as set forth in Articles I and II, and Exhibits 1 through 3, 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

By:_____

Name: _____

Title: _____

Fed. Tax ID # _____

Date: _____

Approved as to Legality:
Christine Malafi, County Attorney

By: _____
Basia Deren Braddish
Assistant County Attorney

Date: _____

COUNTY OF SUFFOLK

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

Approved: Department of Public Works

By: _____
Gilbert Anderson, P.E., Commissioner

Date:_____

Recommended:
Highway Division

By: _____
William Hillman, P.E., Chief Engineer

Date: _____

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

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
County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractors Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting
24. No Intended Third Party Beneficiaries
25. Certification as to Relationships
26. Publications and Publicity
27. Copyrights and Patents
28. Arrears to County
29. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
30. Notice

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Exhibit 1
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 2
Authorizing Resolutions

Exhibit 3
Construction Plans (prepared by Nelson & Pope Engineers)

Appendix

Public Disclosure
Living Wage (not applicable)
Union Certification (not applicable)
Lawful Hiring (not applicable)

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Article I

DESCRIPTION OF PROJECT & DESCRIPTION OF SERVICES

Intermunicipal Agreement with the Town of Southampton
in Connection with Installation of Sidewalks
along CR 79, Bridgehampton-Sag Harbor Turnpike
from Scuttlehole Road to Montauk Highway (NYS 27)

Whereas, Suffolk County Legislative Resolution Nos. 1223-2009 and 819-2010 appropriated funding in the amount of $500,000 for installation of sidewalks along CR 79, Bridgehapmton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27) (the "Project"); and

Whereas, as a result of discussions between the Town and the Suffolk County Department of Public Works a determination was made that the planning and construction of the sidewalks should be performed by the County of Suffolk, and

Whereas, the County has sufficient funds within Capital Project 5497 to cover a portion of the costs associated with the Project; and

Whereas, pursuant to Town Board Resolution 2009-1477, the Town allocated $100,000 for the Project; and

Whereas, pursuant to Town of Southampton Resolution 2010-1056, as amended by Resolution 2011-_____, the Town Board authorized the execution of an Inter-Municipal Agreement with the County to provide to the County $100,000 towards the cost of the installation and completion of the Project; and

Whereas, County Resolution No. -2011, authorizes the County to enter into an Inter-Municipal Agreement with the Town for the purpose of transferring funds to the County of Suffolk for construction of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27);

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

1. Upon execution of this Agreement, the Town shall pay to the County of Suffolk certain Town funds to be used for the construction of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27), Town of Southampton. The Town and County agree that it would be beneficial for the County to assume responsibility for project planning, administration and construction.

2. The County shall install sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27), which includes installation of curb, sidewalk and drainage facilities, pursuant to the County of Suffolk Department of Public Works plans for Construction of Sidewalk on CR 79, Bridgehampton-Sag Harbor Turnpike, prepared by Nelson & Pope Engineers, attached hereto and made a part hereof.

3. Upon completion of construction, the Town of Southampton shall assume all associated maintenance of these sidewalks, pursuant to Highway Law §140 (18).

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

Upon execution of this Agreement, the Town of Southampton shall pay the County the amount of $100,000 for construction of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike between Scuttlehole Road and Montauk Highway (NYS 27).

3. Subject to Appropriation of Funds

The County shall be obligated to perform and complete the work associated with the construction of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike between Scuttlehole Road and Montauk Highway (NYS 27) shall not exceed the amount appropriated for this project, as provided for in the County of Suffolk Department of Public Works plans for Construction of Sidewalk on CR 79, Bridgehampton-Sag Harbor Turnpike, prepared by Nelson & Pope Engineers, attached hereto and made a part hereof

End of Text for Article II

Article III
County Terms and Conditions

1. **Elements of Interpretation**

As used throughout the Agreement:

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

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

2. **Meanings of Terms**

As used in the Agreement:

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

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

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

"**County**" means the County of Suffolk, its departments, agents, servants, officials, and employees.

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

"**Department**" means the signatory department approving the Agreement.

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

"**Event of Default**" means

a. The Contractor's failure to maintain the amount and types of insurance required by the Agreement; or

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

c. The Contractor's bankruptcy or insolvency; or

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

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

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

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

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

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

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

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

"**Services**" means all that which the Contractor must do and any part thereof arising out of, or in connection with, the Agreement necessary to provide the services described in this Agreement.

"**State**" means the State of New York.

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

"**Term**" means the time period set forth on page one of the Agreement unless sooner terminated as set forth in this Agreement.

"**Town**" means the Town of Southampton, its departments, agents, servants, officials, and employees.

3. **Contractor Responsibilities**

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

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

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

4. **Qualifications, Licenses, and Professional Standards**

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the

required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

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

5. Notifications

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

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

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

6. Documentation of Professional Standards

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

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

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

8. Engineering Certificate

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

9. Termination

a. Event of Default; Termination on Notice

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

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

iii.) The parties to this Agreement may agree to terminate this Agreement at any time, according to mutually agreed upon terms and conditions which are set forth in writing and executed by both the County and the Town. Such terms and conditions shall include appropriate provisions whereby the County may continue the work as described in Article I of this Agreement.

iv) If the Town, before completion, discontinues the project, the County, by written notice to the Town, may terminate any or all of the County's obligations under this Agreement or may suspend any or all of its obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

v.) Upon receipt of a notice of termination or suspension, the Town shall promptly carry out the actions required by such notice which may include furnishing a status report on the progress of the work.

b. Duties upon Termination

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

ii.) The County shall pay the Contractor for the Services rendered through the date of termination.

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

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

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it as set forth in the Agreement.

10. **Indemnification and Defense**

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

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

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

11. **Insurance**

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

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii.) **Workers' Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

b. The County may mandate an increase in the liability limits set forth above in the immediate preceding paragraphs.

c. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Agreement, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Agreement, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and

upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

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

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from any payments due the Town under this Agreement or any other agreement between the County and the Town.

g. If the Town has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

12. **Independent Contractor**

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

13. **Severability**

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

14. **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.

15. **Set-Off Rights**

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. **Non-Discrimination in Services**

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

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

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

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

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

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

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Agreement with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided, or

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

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

17. **Nonsectarian Declaration**

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

18. Governing Law

The 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.

19. 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.

20. Conflicts of Interest

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

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Agreement.

22. Confidentiality

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

23. Assignment and Transfer

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

24. 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.

25. 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.

26. Publications and Publicity

a. The Contractor shall not issue or publish any book, article, report, or other publication related to the Services without first obtaining written prior approval from the County. After approval in writing is obtained, all such printed matter or other publication shall contain the following statement in clear and legible print:

> "This publication is fully or partially funded by the Suffolk County Executive's Office."

b. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

27. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Agreement, the Contractor may apply for and

secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

28. **Arrears to County**

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

29. **Lawful Hiring of Employees Law in Connection with Agreements for Construction or Future Construction**

In the event that the Agreement 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 Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their
presence on the construction site during such working hours.

30. **Notice**

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

End of Text for Article III

Exhibit 1
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 Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

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

Required Forms:
Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Agreement)"

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 466 of the Suffolk County Code.

County Contractors (as defined by section 466-2) shall comply with all requirements of Chapter 466 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. The Contractor shall not use County funds to assist, promote, or deter union organizing.

d. 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 466, the County shall have the authority, under appropriate circumstances, to terminate the Agreement and to seek other remedies as set forth therein, for violations of this Law.

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

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

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

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 agreement, 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 agreement, 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 agreement, 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 agreement and upon the renewal or amendment of the agreement, and whenever a new contractor or subcontractor is hired under the terms of the agreement.

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

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

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

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

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

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 386 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 agreement 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 IV of Chapter 577 of the Suffolk County Code.

The Contractor shall comply with Article IV of Chapter 577, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the Agreement with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Agreement, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 143-5 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 section 590-3 of Article III of Chapter 590 of the Suffolk County Code.

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

10. **Work Experience Participation**

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter 419-14), 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 the 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. **Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at http://www.co.suffolk.ny.us.

End of Text for Exhibit 1

Exhibit 2
COUNTY AND TOWN AUTHORIZING DOCUMENTS

2-A Suffolk County Legislative Resolution No. 1223-2009 and 819-2010, "Appropriating Funds In Connection with Installation of Sidewalks along Various County Roads" in the amount of $500,000

2-B Town of Southampton Board Resolution No. 2009-1477, "Allocation $100,000 for the Installation of Sidewalks on Bridgehampton-Sag Harbor Turnpike"

2-B Suffolk County Legislative Resolution No. ____-2011, "Authorizing The Suffolk County Executive To Enter Into An Inter-Municipal Agreement With The Town of Southampton For The Purpose Of Transferring Funds For Installation of Sidewalks Along CR 79, Bridgehampton-Sag Harbor Turnpike, between Scuttlehole Road and Montauk Highway (NYS 27), Town of Southampton

2-C Town of Southampton Board Resolution No. 2010-1056, dated November 9, 2010, as amended by Resolution 2011-_____, dated _____ "Authorize Supervisor to Sign Intermunnicipal Agreement with County of Suffolk for Installation and Completion of Sidewalks on CR 79, Bridgehampton-Sag Harbor Turnpike, Bridgehampton"

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Intro. Res. No. 2085-2009 Laid on Table 12/1/2009
Introduced by Presiding Officer Lindsay and Legislators Schneiderman, Cooper

RESOLUTION NO. 1223 -2009, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION OF SIDEWALKS ON VARIOUS COUNTY ROADS (CP 5497)

WHEREAS, pedestrian safety becomes increasingly important as more people walk for their health or forego automobile use to economize on the use of fuel; and

WHEREAS, upgrading and increasing the sidewalk systems on County roads is an important part of the efforts to promote pedestrian safety; and

WHEREAS, all conditions precedent to the financing of the Capital Projects hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act have been performed; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $816,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2008 Capital Budget, as the basis for funding Capital Projects such as this project; now, therefore be it

1st **RESOLVED**, pursuant to the State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA"), Resolution No. 946-2009 and Resolution No. 947-2009 classified the actions contemplated by this as Type II Actions, which will not have a significant effect on the environment; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-one (51) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the 2009 Capital Budget and Program be and is hereby amended as follows:

Project Number: 1755
Project Title: Infrastructure Improvements for Traffic and Public Safety and Public Health

Cost Elements	Total Estimated Cost	Current 2009 Capital Budget & Program	Revised 2009 Capital Budget & Program
3. Construction	$59,000	$875,000B	$59,000B
TOTAL	$59,000	$875,000	$59,000

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Project Number: 5497
Project Title: Construction of Sidewalks on Various County Roads

Cost Elements	Total Estimated Cost	Current 2009 Capital Budget & Program	Revised 2009 Capital Budget & Program
3. Construction	$5,371,000	$0	$816,000B
TOTAL	$7,021,000	$0	$816,000

and be it further

4th **RESOLVED**, that the proceeds of $408,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-5497.330	50	Construction of Sidewalks on CR 79, Bridgehampton-Sag Harbor Turnpike, between Montauk Highway and Scuttle Hole Road	$408,000

and be it further

5th **RESOLVED**, that the proceeds of $408,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project No.	JC	Project Title	Amount
525-CAP-5497.331	50	Construction of Sidewalks on CR 85, Montauk Highway, between Idle Hour Blvd. and West Street	$408,000

and be it further

6th **RESOLVED**, that the County Comptroller and the County Treasurer are hereby authorized and empowered to take all steps necessary and appropriate to effectuate the transfer of this funding forthwith.

DATED: December 15, 2009

APPROVED BY:

County Executive of Suffolk County

Date: 12-23-09

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Intro. Res. No. 1786-2010 Laid on Table 8/3/2010
Introduced by Presiding Officer, on request of the County Executive and Legislator Schneiderman, Lindsay, Kennedy, Cooper

RESOLUTION NO. 819 -2010, APPROPRIATING FUNDS IN CONNECTION WITH CONSTRUCTION OF SIDEWALKS ON CR 35, PARK AVENUE; CR 76, TOWNLINE ROAD; CR 79, BRIDGEHAMPTON-SAG HARBOR TURNPIKE; CR 85, MONTAUK HIGHWAY; CR 92, OAKWOOD ROAD; TOWNS OF HUNTINGTON, ISLIP, SMITHTOWN AND SOUTHAMPTON (CP 5497)

WHEREAS, the Commissioner of Public Works has requested funds for construction of sidewalks on CR 35, Park Avenue; CR 76, Townline Road; CR 79, Bridgehampton-Sag Harbor Turnpike; CR 85, Montauk Highway; and CR 92, Oakwood Road; and

WHEREAS, there are sufficient funds within the 2010 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,700,000 in Suffolk County Serial Bonds; now, therefore be it

1st **RESOLVED**, Resolution Nos. 1213-2006, 945-2009, 946-2009, 947-2009 and 358-2010 approved by the County Legislature declared the projects constituted an unlisted action and issued a SEQRA Negative Declaration for the projects, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-one (51) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

4th **RESOLVED**, that the proceeds of $1,700,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5497.332 (Fund 001-Debt Service)	50	Construction of Sidewalks on CR 35, Park Avenue; CR 76, Townline Road; CR 79, Bridgehampton-Sag Harbor Turnpike; CR 85, Montauk Highway; and CR 92, Oakwood Road	$1,700,000

DATED: August 17, 2010

APPROVED BY:

County Executive of Suffolk County

Date: 8/26/10

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Southampton Town Board
116 Hampton Road
Southampton, NY 11968

ADOPTED

RESOLUTION 2009-1477

Meeting: 12/28/09 01:00 PM
Department: Town Attorney
Category: Budget & Finance
Prepared By: Kathryn Garvin
Initiator: Daniel Adams
Sponsors: Supervisor Linda Kabot
DOC ID: 11040

Amend Prior Capital Fund Authorizations with Respect to Various Sidewalk Projects and Authorize Project Close-Outs and New 2010 Capital Projects

WHEREAS, the Town Board of the Town of Southampton approves the financing of capital projects through the adoption of its Capital Budget, bond resolutions, and resolutions directing the appropriation of various surplus operating and reserve funds; and

WHEREAS, a comprehensive analysis of the projects authorized to be financed through the Capital Fund has been completed, which revealed that failed accounting transactions occurred for certain projects authorized by the Town Board to be financed through direct appropriations of various operating and reserve funds in the years 2003 through 2007; and

WHEREAS, with the assistance of a forensic auditing firm over the course of the year 2009, surplus and deficit figures have been validated with respect to each capital project, and consolidation of similar projects is required, where permitted by law, to correct or minimize any deficit condition; in certain cases, it is recommended that the Town Board amend the funding and spending authorization where the project is (i) completed, (ii) never commenced, or (iii) has been determined to no longer be necessary given current economic conditions and fiscal constraints; and

WHEREAS, because certain revenues to support select capital projects authorized to be financed through the Town's Capital Fund were not completed as accounting transactions in the years 2003 through 2007, despite Town Board approvals and posted spending authorizations provided by the Comptroller's Office to the respective department heads serving as project managers, the rescinding of prior funding authorizations will result in modification of the accounting system records; and

WHEREAS, the following capital projects have been determined to be completed, have been identified to be related, and may be consolidated for purposes of reconciliation and close-out, subject to appropriate validation:

Highway
Sidewalks
80-30-6410-21-6270-1067, formerly 10-6410-22470-1067

Sidewalks
80-30-5140-21-6247-1067

SIDEWALK-WAKEMAN ROAD
10-6410-22470-1068

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the following actions, and directs that the Town Comptroller ensure proper accounting treatments are applied for the year 2009 to cure the deficit condition relative to the aforementioned capital projects:

1. All prior direct appropriations authorized by the Town Board in connection with the aforementioned capital projects are hereby clarified to be from budgetary surplus in the General Fund;

2. All expenses paid or obligated to be paid through the aforementioned capital project account records, and the spending authorization attendant to support the actual expenses paid, or obligated to be paid, through December 31, 2009, are hereby validated and ratified; all other spending authorizations are hereby rescinded; and

3. With the exception of the monies funded and spent to date for the aforementioned projects, all prior Town Board resolutions related to the funding of capital projects are hereby superseded to the extent such resolution authorized or authorizes the funding of capital projects from sources other than grants or borrowing, until such time as the Town Board approves new funding authorizations; and

4. To the extent authorized by (a) applicable law, (b) any related bond resolution, and (c) conditions attendant to any related grant, the Town Comptroller is authorized to consolidate, collapse, and close-out the aforementioned capital projects. To the extent authorized by law and governmental accounting standards, the Town Comptroller is hereby authorized to allocate any surplus funds remaining in the aforementioned projects to, listed here in order of preferred allocation, (i) existing similar capital projects in deficit; (ii) newly created capital projects in the Capital Fund, as may be directed by the Town Board as a roll-forward herein; or (iii) a debt reserve account attendant to the respective taxing district fund. To the extent authorized by law, and to the extent the monies are available, the Town Comptroller is hereby authorized to execute any interfund transfer in the amount necessary to close-out said capital projects and correct the potential liability to the Capital Fund from budgetary surplus in the General Fund; and

5. For purpose of close-out of the aforementioned capital project account codes, the Town Comptroller is authorized to adjust all duly authorized 2009 transactions dated prior to December 31, 2009, without further authorization from the Town Board; and

6. The actions and directives set forth herein are subject to the approval from, as well as any modification as required by law as determined by, the Town Comptroller or the Town Attorney, either of whom may receive guidance from the Town's outside bond counsel, outside accounting advisory services, independent auditor, or the Office of the State Comptroller. The Town Comptroller shall submit a report to Board confirming the execution of the actions and directives set forth herein as well as detailing any modification of the actions and directives deemed necessary; and

7. The Town Board may, by separate resolution, in its discretion or at the request of the Department Head, authorize a new Capital Project and direct the appropriation of funds or the issuance of bonds accordingly for the year 2010.

8. The 2010 Adopted Capital Budget is hereby amended to roll-forward the fund balance attendant to this resolution, to the extent practicable, into three separate capital account codes as follows:

<u>BHampton Sag Harbor Tpke Sidewalk</u>

Resolution 2009-1477 Meeting of December 28, 2009

Assign New Capital Project Account Code	$100,000
Hampton Bays Ponquogue Ave Sidewalk Assign New Capital Project Account Code	$150,000
Sidewalks - Town-Wide Assign New Capital Project Account Code	Remaining Balance

Financial Impact

As determined by the Town Comptroller.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Linda Kabot, Supervisor
SECONDER:	Sally Pope, Councilwoman
AYES:	Kabot, Nuzzi, Throne-Holst, Graboski, Pope

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Southampton Town Board - Letter | Board Meeting of November 9, 2010

RESOLUTION 2010-1056

ADOPTED

Item # 6.7

DOC ID: 12293

Authorize Supervisor to Sign Intermunicipal Agreement with County of Suffolk for Installation and Completion of Sidewalks on CR-79, Bridgehampton-Sag Harbor Turnpike, Bridgehampton

WHEREAS, pursuant to GML §119-c, the Town of Southampton is authorized to enter into an Intermunicipal Agreement with other governmental entities for the performance of its duties and respective functions; and

WHEREAS, the Town is desirous of entering into an Intermunicipal Agreement with the County of Suffolk for the installation of sidewalks on Bridgehampton-Sag Harbor Turnpike (CR 79), from Scuttlehole Road to Huntington Crossway; Bridgehampton, New York; and

WHEREAS, the County of Suffolk has secured County funding in the amount of $500,000 for the installation of such sidewalks; and

WHEREAS, pursuant to Resolution No. 2009-1477, the Town has allocated $100,000 for the installation of the sidewalks on Bridgehampton-Sag Harbor Turnpike; and

WHEREAS, the County of Suffolk will retain their own contractor and provide in kind services and will oversee this project; and

WHEREAS, the Town of Southampton is committed to this project and will pay to the County of Suffolk $100,000 to complete the sidewalks on Bridgehampton-Sag Harbor Turnpike (CR 79), from Scuttlehole Road to Huntington Crossway; Bridgehampton, New York; now, therefore, be it

RESOLVED, that the Town Board of the Town of Southampton authorizes the Supervisor to execute an Intermunicipal Agreement with the County of Suffolk and any other necessary documentation necessary to facilitate the installation and completion of the sidewalks on Bridgehampton-Sag Harbor Turnpike (CR 79), from Scuttlehole Road to Huntington Crossway; Bridgehampton, New York; and be it further

RESOLVED, that the terms and conditions of the Intermunicipal Agreement and any other documentation related to this matter shall be subject to the approval of the Town Attorney; and be it further

RESOLVED, that the County of Suffolk will pay $500,000 for the installation and completion of the sidewalks and the Town of Southampton will pay $100,000 to the County of Suffolk toward the cost of the sidewalks. The source of funding is Sidewalk-BH-SH-Sidewalk,G/L #C6-99-C105-80-6247-HW00.
Fiscal Impact:
The source of funding shall be Capital Project Bridgehampton Southampton Sidewalks in the amount of $100,000 allocated by TBR 2009-1477

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Intro. Res. No. - 2011 Laid on the Table
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AUTHORIZING AN INTERMUNICPAL AGREEMENT WITH THE TOWN OF SOUTHAMPTON IN CONNECTION WITH CONSTRUCTION OF SIDEWALKS ON CR 79, BRIDGEHAMPTON-SAG HARBOR TURNPIKE FROM SCUTTLEHOLE ROAD TO MONTAUK HIGHWAY (NYS 27)

WHEREAS, Resolution Nos. 1223-2009 and 819-2010 appropriated funding for the installation of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike; and

WHEREAS, as a result of discussions between the Town and the Suffolk County Department of Public Works, a determination was made that the planning and construction of the sidewalks should be performed by the County of Suffolk; and

WHEREAS, the County has sufficient funds in Capital Project 5497 to cover a portion of the costs associated with installation of said sidewalks; and

WHEREAS, pursuant to Town Board Resolution 2009-1477, the Town allocated $100,000 for the installation of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27); and

WHEREAS, pursuant to Town of Southampton Resolution 2010-1056, the Town Board authorized the execution of an Intermunicpal Agreement with the County to provide to the County $100,000 towards the cost of the installation of sidewalks along CR 79, Bridgehampton-Sag Harbor Turnpike from Scuttlehole Road to Montauk Highway (NYS 27); now, therefore be it

1st RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, subject to the approval of the County Attorney, to execute an intermunicpal agreement with the Town of Southampton for the transfer of funding to the County of Suffolk for said project, and to execute any and all contract documents related to this project, on behalf of the County of Suffolk providing for Suffolk County's participation in the above referenced project; and be it further

2nd RESOLVED, that the intermunicipal agreement and all other contract documents shall be subject to the approval of the County Attorney.

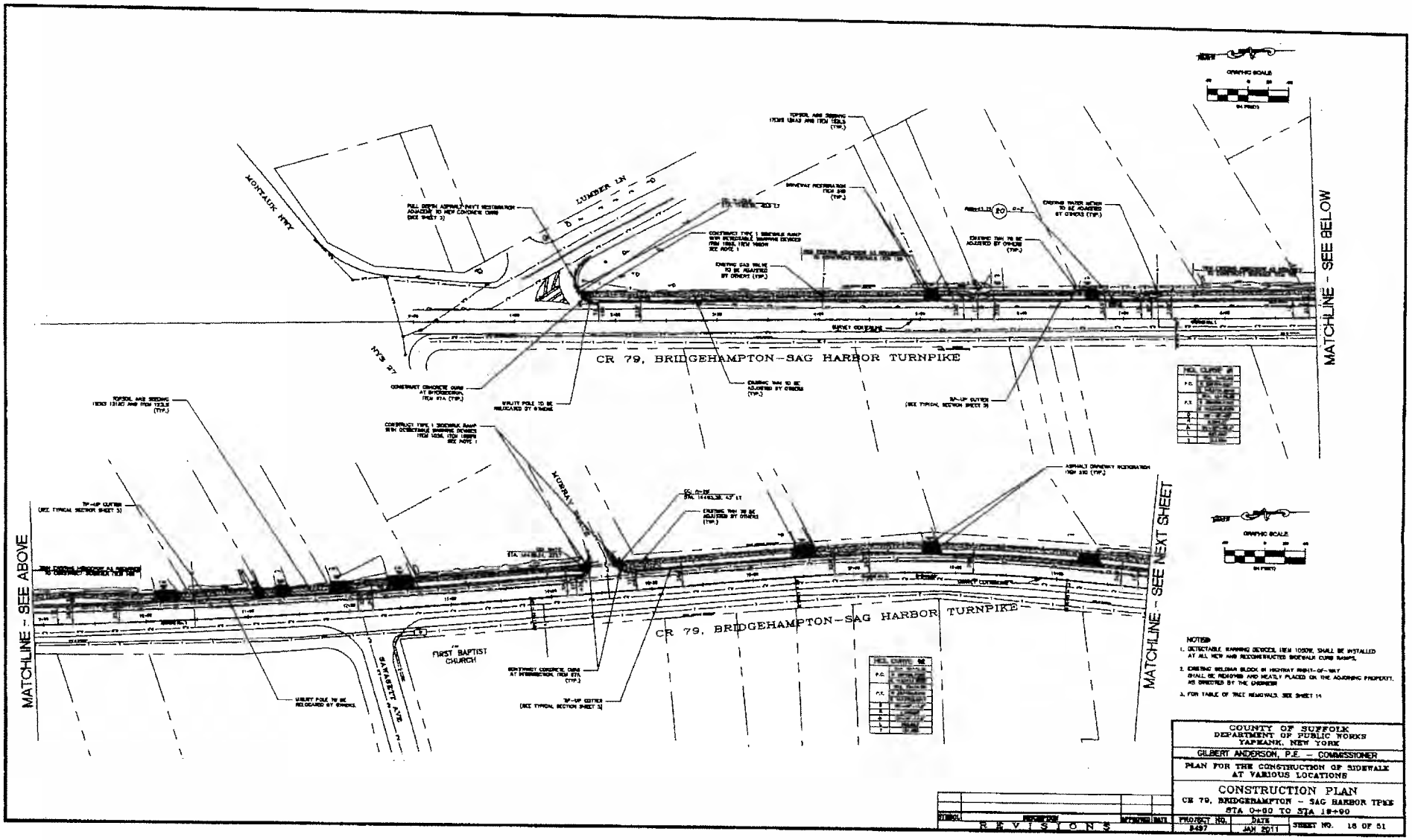
DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

Exhibit 3
Construction Plans



NOTES:

1. DETECTABLE WARNING DEVICES, ITEM 1000W, SHALL BE INSTALLED AT ALL NEW AND RECONSTRUCTED SIDEWALK CURB RAMPS.
2. EXISTING BELGIAN BLOCK IN HIGHWAY RIGHT-OF-WAY SHALL BE REMOVED AND NEATLY PLACED ON THE ADJOINING PROPERTY, AS DIRECTED BY THE ENGINEER.
3. FOR TABLE OF TREE REMOVALS, SEE SHEET 14.

COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK

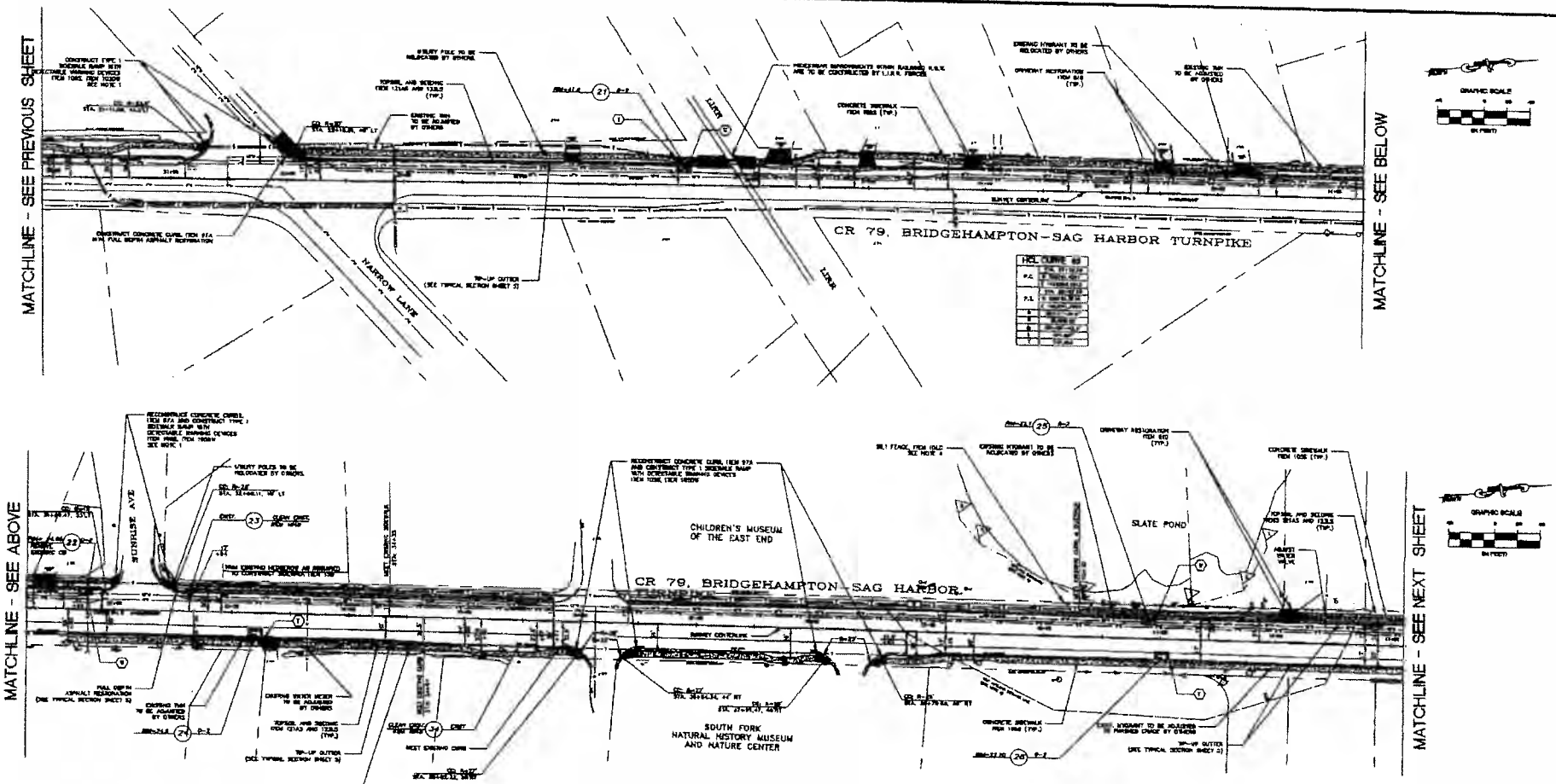
GILBERT ANDERSON, P.E. – COMMISSIONER

PLAN FOR THE CONSTRUCTION OF SIDEWALK AT VARIOUS LOCATIONS

CONSTRUCTION PLAN
CR 79, BRIDGEHAMPTON – SAG HARBOR TPKE
STA 0+00 TO STA 18+00

SYMBOL	REVISIONS	APPROVED DATE

PROJECT NO.	DATE	SHEET NO.
B-497	JAN 2011	18 OF 51



NOTES:

1. DETECTABLE WARNING DEVICES, ITEM 1060W, SHALL BE INSTALLED AT ALL NEW AND RECONSTRUCTED SIDEWALK CURB RAMPS.
2. EXISTING BELGIAN BLOCK IN HIGHWAY RIGHT-OF-WAY SHALL BE REMOVED AND NEATLY PLACED ON THE ADJOINING PROPERTY, AS DIRECTED BY THE ENGINEER.
3. FOR TABLE OF TREE REMOVALS, SEE SHEET 14.
4. ACTIVITIES WITHIN AND ADJACENT TO WETLAND AREAS ARE SUBJECT TO THE PROVISIONS OF NYSDEC PERMIT No. 1-4736-07563/00001

SYMBOL	REVISIONS DESCRIPTION	APPROVED DATE

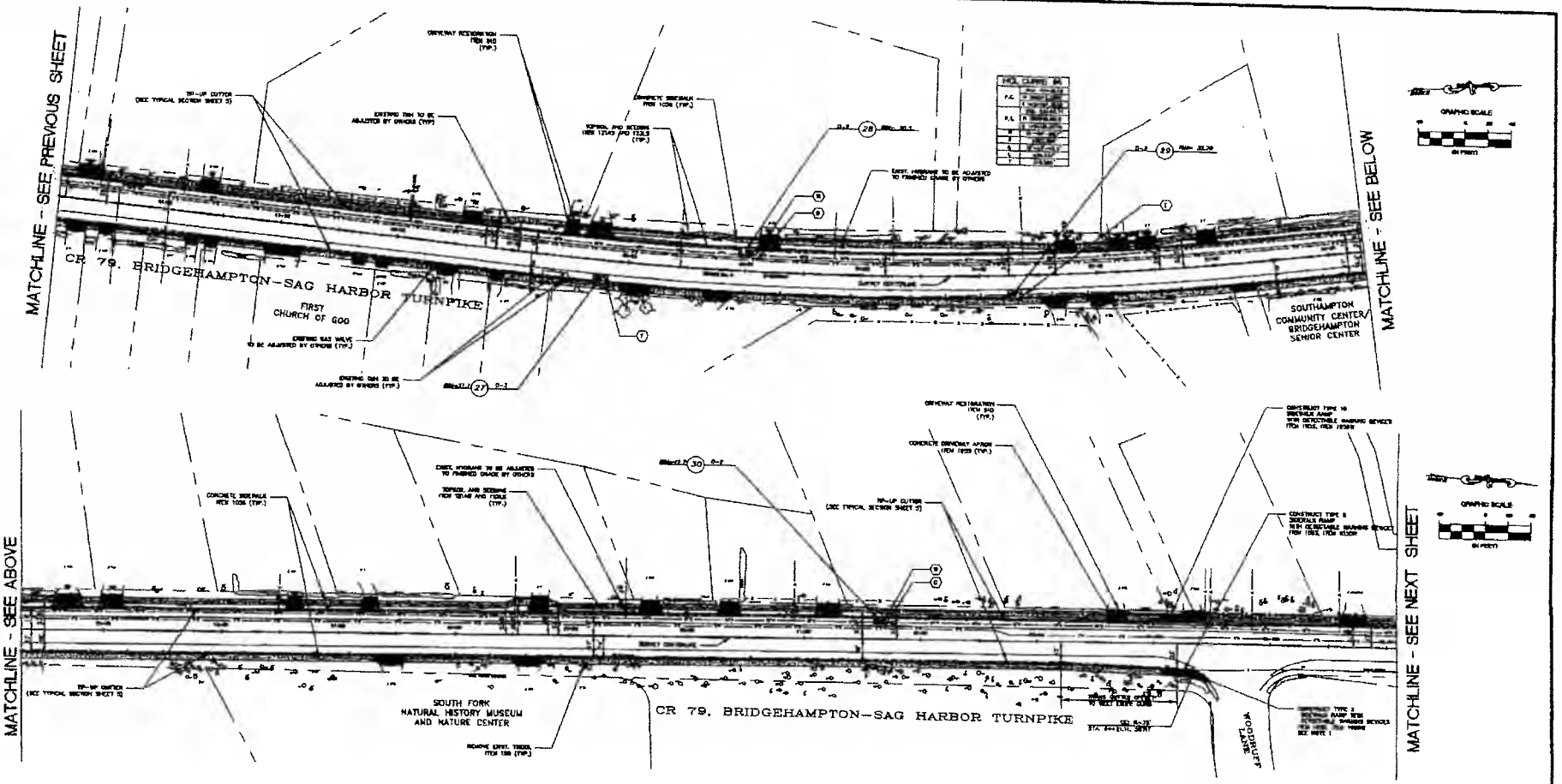
COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK

GILBERT ANDERSON, P.E. – COMMISSIONER

PLAN FOR THE CONSTRUCTION OF SIDEWALK AT VARIOUS LOCATIONS

CONSTRUCTION PLAN
CR 79, BRIDGEHAMPTON – SAG HARBOR TPKE
STA 19+90 TO STA 43+10

PROJECT NO. 5487 | DATE JAN 2011 | SHEET NO. 19 OF 51



NOTES:

1. DETECTABLE WARNING DEVICES, ITEM 620606, SHALL BE INSTALLED AT ALL NEW AND RECONSTRUCTED SIDEWALK CURB RAMPS.
2. EXISTING BELGIAN BLOCK IN HIGHWAY RIGHT-OF-WAY SHALL BE REMOVED AND NEATLY PLACED ON THE ADJOINING PROPERTY, AS DIRECTED BY THE ENGINEER.
3. FOR TABLE OF TREE REMOVALS, SEE SHEET 11.

NUMBER	DESCRIPTION	APPROVAL DATE
	REVISIONS	

COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK

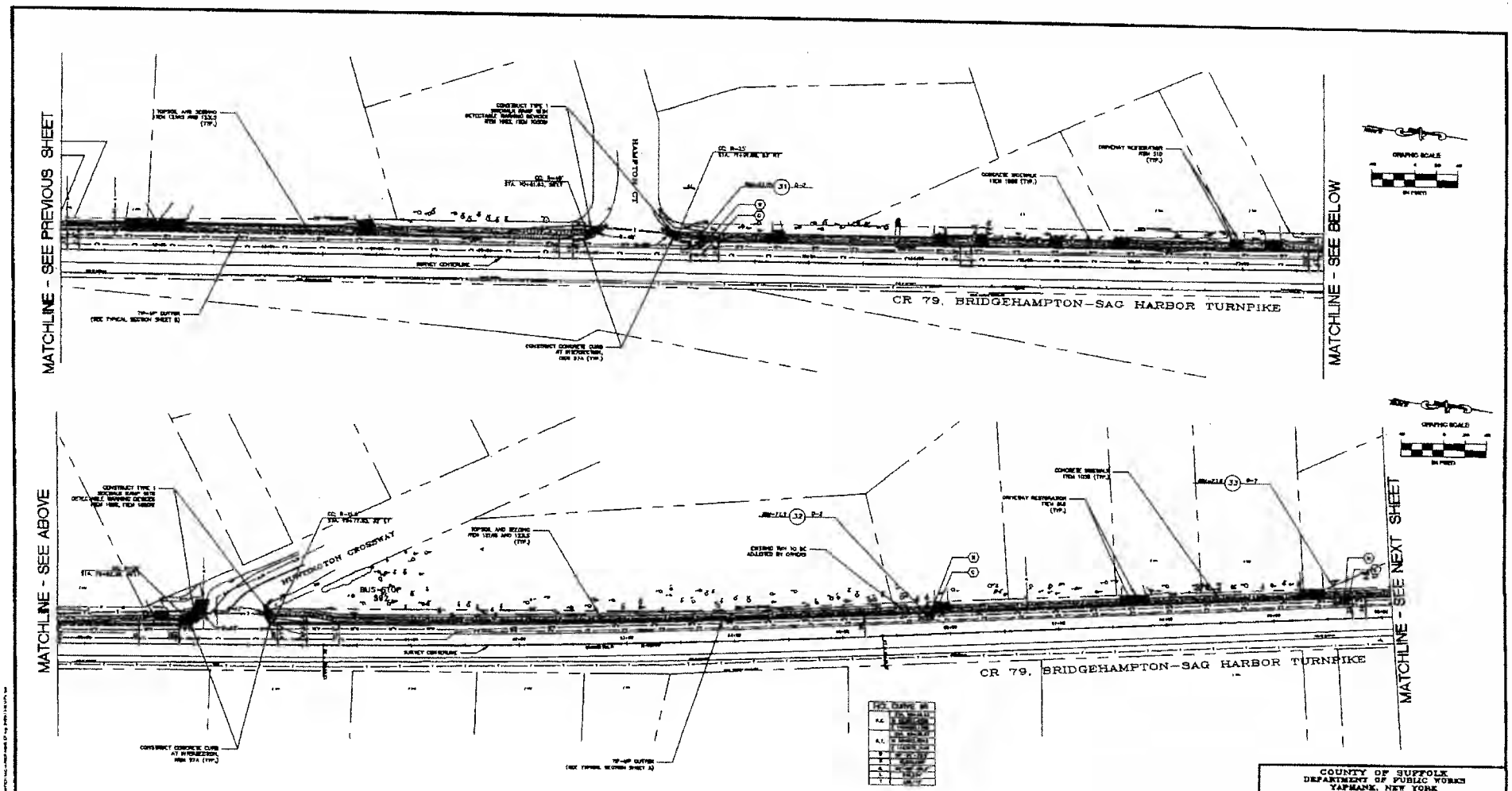
GILBERT ANDERSON, P.E. – COMMISSIONER

PLAN FOR THE CONSTRUCTION OF SIDEWALK AT VARIOUS LOCATIONS

CONSTRUCTION PLAN

CR 79, BRIDGEHAMPTON – SAG HARBOR TPKE
STA 48+10 TO STA 66+10

PROJECT NO.	DATE	SHEET NO.
8497	JAN 2011	22 OF 51



NOTES:

1. DETECTABLE WARNING DEVICES, ITEM 105D10, SHALL BE INSTALLED AT ALL NEW AND RECONSTRUCTED SIDEWALK CURB RAMPS.
2. EXISTING BELGIAN BLOCK IN HIGHWAY RIGHT-OF-WAY SHALL BE REMOVED AND NEATLY PLACED ON THE ADJOINING PROPERTY, AS DIRECTED BY THE ENGINEER.
3. FOR TABLE OF TREE REMOVALS, SEE SHEET 14.

SYMBOL	DESCRIPTION	APPROVED	DATE
	REVISIONS		

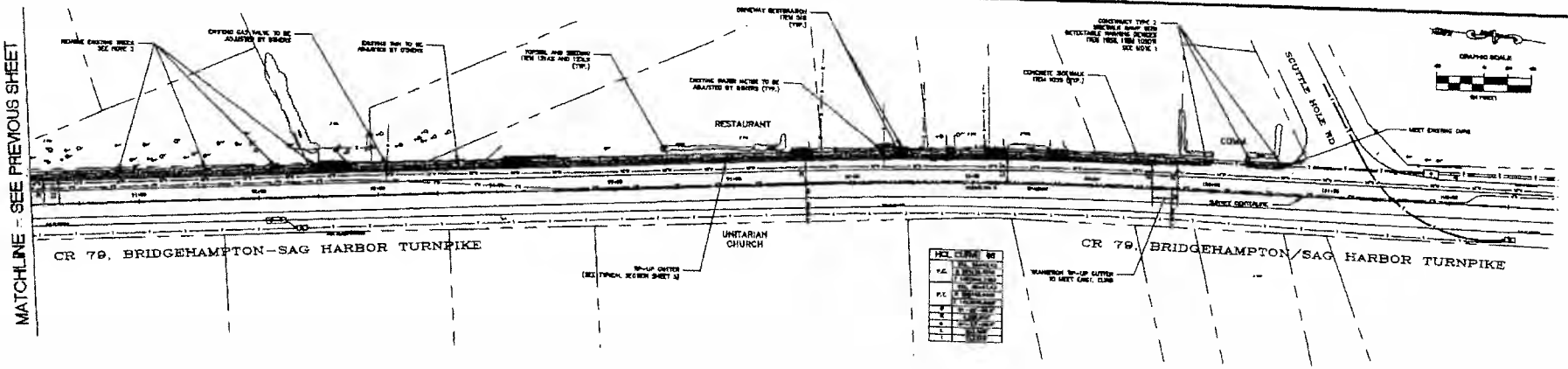
COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK

GILBERT ANDERSON, P.E. - COMMISSIONER

PLAN FOR THE CONSTRUCTION OF SIDEWALK AT VARIOUS LOCATIONS

CONSTRUCTION PLAN
CR 79, BRIDGEHAMPTON - SAG HARBOR TPKE
STA 66+10 TO STA 90+10

PROJECT NO.	DATE	SHEET NO.
5497	JAN 2011	21 OF 51



NOTES

1. DETECTABLE WARNING DEVICES, ITEM 16929Y, SHALL BE INSTALLED AT ALL NEW AND RECONSTRUCTED SIDEWALK CURB RAMPS.
2. EXISTING BELGIAN BLOCK IN HIGHWAY RIGHT-OF-WAY SHALL BE REMOVED AND NEATLY PLACED ON THE ADJOINING PROPERTY, AS DIRECTED BY THE ENGINEER
3. FOR TABLE OF TREE REMOVALS, SEE SHEET 14

REVISIONS

NO.	DESCRIPTION	APPROVED	DATE

COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK

GILBERT ANDERSON, P.E. - COMMISSIONER

PLAN FOR THE CONSTRUCTION OF SIDEWALK AT VARIOUS LOCATIONS

CONSTRUCTION PLAN

CR 79, BRIDGEHAMPTON - SAG HARBOR TPKE
STA 90+10 TO STA 103+00

PROJECT NO. 5487 | DATE JAN 2013 | SHEET NO. 22 OF 51

APPENDIX
Public Disclosure Statement

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, **with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.**

1. Contractor's/Vendor's Name_____

   Address_____

   City and State_____Zip Code_____

2. Contracting Department's Name **Suffolk County Dept. of Public Works**

   Address **335 Yaphank Avenue, Yaphank, NY 11980**

3. Payee Identification or Social Security No._____

4. Type of Business __Corporation __Partnership __Sole Proprietorship __Other

5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of $1,000? __Yes __No.

5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed $1,000? __Yes __No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

   _____
   _____
   _____
   _____

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

   _____
   _____
   _____
   _____

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ___Yes ___No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____ Signed: _____
Printed Name of Signer: _____
Title of Signer: _____
Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____ 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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF)
)ss.:
COUNTY OF)

On the_____day of_____ in the year _____ before me, the undersigned, personally appeared_____ 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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in_____
(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

_____
(Signature and office of individual taking acknowledgement)

2/18/11 Law No. 11- -00X
Town of Southampton-CP 5497
IMA Installation of Sidewalks along CR 79

LOCAL LAW 25 AS AMENDED

PURSUANT TO LOCAL LAW NO. 25-1990, AS AMENDED, THE FOLLOWING ITEMS ARE TO BE COMPLETED BY ALL CONTRACTORS.

Reference: LOCAL LAW 14-1976
LOCAL LAW 6-1979
LOCAL LAW 28-1993
LOCAL LAW 28-2004

1. The entity signing this document acknowledges that they have read and are familiar with the provisions of Local Law 25-1990 as amended.

2. Do you possess a record of felony conviction(s) within the ten years preceding the date of submission of the bid involving the offense(s) of extortion, coercion, bribery, theft, fraud, violence (specifically relating to business, labor or commerce) sabotage, collusive bidding/bid rigging, combination in restraint of trade, conspiracy and/or attempts of any of these offenses?
____ Yes ____ No

3. Has your firm/corporation, association, partnership, institution, joint venture, or joint stock association been convicted of any of the offenses listed in question 2 above within the ten years preceding the date of the bid on this municipal project or contract?
____ Yes ____ No

4. If a corporation, are there any shareholders owning over 5% of the outstanding shares of the corporation, or officers of the corporation who have been convicted of a felony criminal conviction(s) within the ten years preceding the date of submission of the bid involving any of the offense(s) listed in question 2 above? ____ Yes ____ No

5. Does any relative within the third degree of consanguinity of an officer of the firm/corporation or of a shareholder owning over 5% of the outstanding shares of the corporation possess a record of a felony conviction within the ten years preceding the date of submission of this bid involving any of the offenses listed above in question 2 above? ____ Yes ____ No

If the response to any question is yes, state the offense, date of conviction and court of conviction.

OFFENSE	DATE OF CONVICTION	COURT

6. If the answer to any of the questions above is yes you will be determined to be a "non-responsible bidder", except as permitted by Local Law 25-1990 as amended.

7. Any contract entered into in violation of this law shall be null and void ab initio and any entity entering into such agreement shall not be entitled to any compensation pursuant to said agreement.

8. Any intentional or knowing misrepresentation made pursuant to the requirements of Local Law 25-1990 as amended shall constitute an unclassified misdemeanor, and the person making such intentional or knowing misrepresentation shall be subject to punishment of a fine of $1,000 and/or up to one year of imprisonment and shall be barred from bidding on future County contracts. Each such violation shall constitute a separate and distinct offense.

Verification. This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____ Signed: _____
Printed Name of Signer: _____
Title of Signer: _____
Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
LOCAL LAW 25
(Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the ____ day of _____ in the year 200_ before me, the undersigned, personally appeared _____ 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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
LOCAL LAW 25
(Without New York State)

STATE OF)
)ss.:
COUNTY OF)

On the_____day of_____ in the year 200_ before me, the undersigned, personally appeared_____ 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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in_____
(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

_____
(signature and office of individual taking acknowledgement)

1681

Intro. Res. No. -2011 Laid on Table 8/2/11

Introduced by Legislator Viloria-Fisher

RESOLUTION NO. –2011, TO APPOINT MEMBER TO THE FOOD POLICY COUNCIL OF SUFFOLK COUNTY (DONNA BOYCE)

WHEREAS, Resolution No. 26-2011 established a Food Policy Council of Suffolk County consisting of 16 members; now, therefore be it

1st **RESOLVED**, that **Donna Boyce**, of Sustainable Long Island, is hereby appointed to the Food Policy Council of Suffolk County as one of the two representatives from a community based group, for a term of office to expire three years subsequent to the effective date of this resolution, pursuant to Section 3(A)(9) of Resolution No. 26-2011; 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\r-appt-food-council-boyce

1681

Hicksville, New York 11801
Phone: (516)
E-mail:

Donna A. E. Boyce

Professional Experience

2010-Present: Sustainable Long Island
Bethpage NY
Director of Programs

- Manage and direct program activities in support of mission to promote economic development, a healthy environment and equity for all Long Islanders. Programs include LI Brownfields Redevelopment and Community Revitalization programs.
- Work with Executive Director on tasks as assigned.

2009 - 2010: County of Nassau Office of Housing & Homeless Services (OHHS)
Hempstead NY
Director of Homeless Services

- Managed homelessness prevention and emergency services including: ARRA-funded Homelessness Prevention & Rapid Rehousing program; emergency shelters/ placements and winter season crisis housing.
- Responsibilities included fiscal oversight, compliance, reporting, coordination of OHHS activities related to other funded projects.
- Working partnerships with homeless and at-risk of homelessness service providers, various Nassau county offices/departments, funding agencies.

2007-2009: Hempstead Village Community Development Agency
Hempstead NY
Assistant Commissioner for Legal Affairs

- Participated in Planning, Visioning, successful update of Comprehensive Plan and Planning Board, Coordinated Review Committee and Adult Use code updates.
- Coordinated all legal aspects of CDA operations: managed outside counsel, reviewed documents re: litigation, contracts, Village code.
- Records Management Officer, FOIL Officer, Board clerk.
- Assisted Commissioner with phases of CDA operations.

2004-2007: Interfaith Nutrition Network
Hempstead, NY
Senior Development Officer-Director of Fundraising & Public Relations

- With Director Team-responsible for day-to-day operations. As senior Team member-executed contracts, signed checks.
- Developed, implemented and managed strategic plan for Development Dept.; coordinated fundraising activities including direct mail, special events, major donors/special campaigns/ planned giving, donor cultivation & donor/government/foundation relations. Developed and managed Marketing Plan & materials; brochures, commercial.

- Managed External Affairs/Public Relations: Press, Newsletter/Annual Appeal Letter/ Speakers Bureau/public speaking; represented Agency for hunger/homeless & housing advocacy activities, NYS HPNAP Advisory Board, Nassau County 10 Year Plan to End Homelessness.
- Monitored Agency compliance; participated in strategic planning, risk management, agency budget, program development, staff development.
- Prepared department budget including: audit, NYS IRS 990, Better Business Bureau & NYS Dept. of Charities documents.

2000-2004: Interfaith Nutrition Network
Hempstead NY
Development Officer-Grants Administrator

- Managed grant activities for: central organization (6 sites/multiple programs); 18 affiliated sites, as needed; grant to subsidiary organization. Responsible for 1/3 of fundraising revenue.
- Contract management: compliance, monitored grant fund usage; monitored programs to assess performance.
- Grant budget management: created, reviewed and modified, as needed.
- Assembled, organized and analyzed statistical & financial information in order to accurately maintain grant records.
- Research: new grants & requirements; hunger, housing & homelessness issues locally and nationwide. Coordinated grants with Agency budget needs.
- Established and maintained working relationships with government and social service agencies including; HUD, VA, various NYS & local agencies: Agency Board & Directors.
- Recruited, coordinated and managed volunteers for Development projects.

Education

Georgetown University Law Center Washington, D.C.
Juris Doctor (J.D.)

State University of NY—Albany Albany, NY
Bachelor of Arts, *History & Political Science*

Skills

- Management and Administration
- Computer Skills: Excel, Microsoft Word

Community Activities

- Board Member Community Advocates, Inc., Roslyn Heights NY
  Executive, Finance & Fundraising Committees
- Board Member Long Island Housing Services, Bohemia NY
- Board Secretary
- Advisory Council Member Nassau Literacy, Freeport NY

References Personal and Business references provided upon request

1682

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by the Presiding Officer

RESOLUTION NO. -2011, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED SEWER DISTRICT #21 – SUNY STONY BROOK WASTEWATER TREATMENT PLANT UPGRADE (CP 8121), TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Sewer District #21 – SUNY Stony Brook Wastewater Treatment Plant Upgrade (CP 8121), Town of Brookhaven", pursuant to Section 6 of Local Law No. 22-1985 which project, under consent order from the NYSDEC to meet the limits of the Long Island Sound Study for total nitrogen, involves the expansion of and improvements to the existing wastewater treatment plant in order to treat additional flow; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its June 15, 2011 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated June 16, 2011 of said recommendations; and

WHEREAS, Section 279-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby determines that the Proposed Sewer District #21 – SUNY Stony Brook Wastewater Treatment Plant Upgrade (CP 8121), Town of Brookhaven constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code, which project will not have significant adverse impacts on the environment for the following reasons:

1) The proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;

2) The proposed action is required under consent order from the New York State Department of Environmental Conservation;

3) The proposed action will help meet discharge limits set forth in the Long Island Sound Study for total nitrogen; and

4) Future phases of the overall project, once developed, will undergo a full environmental review prior to implementation;

and be it further

2nd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\s-sewer-district-21

1683

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by the Presiding Officer

RESOLUTION NO. -2011, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED SUFFOLK COUNTY SEWER CAPACITY STUDY FOR BELLPORT, SAYVILLE, RONKONKOMA HUB, MIDDLE ISLAND CORRIDOR, MASTIC/SHIRLEY, YAPHANK AND SOUTHAMPTON (CP 8189)

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Suffolk County Sewer Capacity Study for Bellport, Sayville, Ronkonkoma Hub, Middle Island Corridor, Mastic/Shirley, Yaphank and Southampton (CP 8189)", pursuant to Section 6 of Local Law No. 22-1985 which project involves evaluating sewage infrastructure needs, costs and benefits associated with the construction of sanitary sewage collection and treatment systems for seven currently unsewered areas of the County; and

WHEREAS, it was demonstrated that further environmental information is required concerning regional issues involving ground and surface water quality, energy consumption, community character, traffic levels, solid waste production and population dynamics, therefore a Draft Generic Environmental Impact Statement (DGEIS) should be prepared so that the County Executive and County Legislature can adequately weigh the relevant environmental impacts associated with the implementation of the proposed plan; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its June 15, 2011 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617.7(c)(1)(2) and (3) and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated June 16, 2011 of said recommendations; and

WHEREAS, Section 279-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby determines that the Proposed Suffolk County Sewer Capacity Study for Bellport, Sayville, Ronkonkoma Hub, Middle Island Corridor, Mastic/Shirley, Yaphank and Southampton (CP 8189) constitutes a Type I action, under the provisions of Suffolk County Local Law No. 24-1987 which states that any action taking place wholly or partially within or substantially contiguous to a critical environmental area be considered a Type I Action under the New York State Environmental Quality Review Act;

and be it further

2nd **RESOLVED**, that the EAF, as presented, does not clearly evaluate the potential environmental impacts associated with the implications of the proposed action, and does not give the "hard look" nor does it reasonably consider the related long term, short term and cumulative effects of the proposed action as they relate to regional issues and the impact on the environment; and, be it further

3rd **RESOLVED**, that based on the information received and presented, a quorum of the Council recommends to the Suffolk County Legislature and County Executive, pursuant to Chapter 279 of the Suffolk County Code, that the project, including subsequent actions, may have a significant impact on the environment as identified within SEQRA, because it will exceed criteria (i), (vi), (viii), (ix) and (x) as set forth in Title 6 NYCRR Part 617.7(c)(1),(2) and (3) as demonstrated in the EAF; and, be it further

4th **RESOLVED**, that the CEQ recommends to the Suffolk County Legislature and County Executive that a DGEIS be prepared to analyze all of the short term, long term and cumulative negative effects on the environment that will result from the proposed and subsequent actions; and, be it further

5th **RESOLVED**, that the CEQ shall coordinate a scoping hearing to solicit comments from the public in order to focus the DGEIS on potentially significant impacts relevant to the community.

6th **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\s-sewer-capacity-study

1684

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by the Presiding Officer

RESOLUTION NO. -2011, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED SUFFOLK COUNTY SEWER CAPACITY STUDY FOR PORT JEFFERSON, RIVERHEAD/CALVERTON, PATCHOGUE AND SAG HARBOR (CP 8185)

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Suffolk County Sewer Capacity Study for Port Jefferson, Riverhead/Calverton, Patchogue and Sag Harbor (CP 8185)", pursuant to Section 6 of Local Law No. 22-1985 which project involves identifying the costs of sewer expansion for each of the aforementioned study areas consistent with the needs of each community to provide economic benefits, development and affordable housing, while preserving water quality; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its June 15, 2011 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated June 16, 2011 of said recommendations; and

WHEREAS, Section 279-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby determines that the Proposed Suffolk County Sewer Capacity Study for Port Jefferson, Riverhead/Calverton, Patchogue and Sag Harbor (CP 8185) constitutes a Type I action, which project will not have significant adverse impacts on the environment for the following reasons:

1) The proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;

2) The proposed action could result in the diversion of existing sewage from septic systems and cesspools into a sewage treatment plant thus reducing nitrogen input into the aquifer;

3) The proposed action does not appear to significantly threaten any unique or highly valuable environment or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code;

4) All necessary permits will be obtained prior to any physical construction; and

5) A full environmental review will be conducted for each of the proposed areas should the County decide to pursue implementation;

and be it further

2nd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\s-sewer-capacity

1685

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by the Presiding Officer

RESOLUTION NO. -2011, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED IMPROVEMENTS TO LINDENHURST VILLAGE SQUARE COUNTY PARK, TOWN OF BABYLON

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Improvements to Lindenhurst Village Square County Park, Town of Babylon", pursuant to Section 6 of Local Law No. 22-1985 which project involves the replacement of a 12' x 18' gazebo, construction of an 18' x 25' building and the installation of additional walkways to connect these amenities with existing improvements; and

WHEREAS, at its June 15, 2011 meeting, the CEQ reviewed the information submitted by the Suffolk County Department of Parks, Recreation and Conservation in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(7) and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated June 16, 2011 of said recommendations; and

WHEREAS, Section 279-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby determines that the Proposed Improvements to Lindenhurst Village Square County Park, Town of Babylon constitutes a Type II action, since it involves the construction of a non-residential structure involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance; and be it further

2nd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\s-improvements-lindenhurst-village-square

1686

Intro. Res. No. -2011 Laid on Table 8/2/11

Introduced by Presiding Officer Lindsay

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW AMENDING THE CHARTER OF SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW AMENDING THE CHARTER OF SUFFOLK COUNTY**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW AMENDING THE CHARTER OF SUFFOLK COUNTY

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that in 2008 the County Legislature authorized General Code Publishers to perform a complete analysis of the Laws of Suffolk County and to recommend necessary changes to the Laws.

This Legislature also finds that General Code Publishers has completed its review and recommended several technical changes to the Suffolk County Charter.

Therefore, the purpose of this law is to amend the Suffolk County Charter to incorporate the changes recommended by General Code Publishers.

Section 2. Amendments.

The SUFFOLK COUNTY CHARTER is hereby amended as follows:

A. The Charter is amended to change "Office of Legislative Budget Review," "Legislature's Budget Review Office" and "Legislative Office of Budget Review" to "Legislative Budget Review Office."

B. The Charter is amended to change "Civil Service Department" and "Department of Human Resources and Civil Service" to "Department of Human Resources, Personnel and Civil Service."

C. Section C1-4(C) is amended to change "Commission" to "Council."

D. Section C2-3(E)(3)(d) is amended to read as follows: "Individuals who are the parent, child, sibling, or spouse of any member of the Suffolk County Legislature or any political party officer, above the office of committee person."

L. Section C22-2 is amended to delete reference to the Park Commission, which no longer exists. The last sentence of the subsection is amended to read as follows: "It is the intention of this Charter that such offices and bodies shall continue without general interference, except as otherwise provided in accordance with the procedures established by law." Former Subsection B, regarding the office of County Fire Coordinator, is deleted.

M. Section C23-4 is amended to delete the reference to the Director of Fire Safety.

N. Section C33-2(B) and (E) are revised to change "State Board of Equalization and Assessment" to "State Board of Real Property Tax Services."

O. Article XXXIV, Paperwork Reduction and Regulatory Reform, added 5-11-1994 by L.L. No. 14-1994, is repealed.

P. Sections C42-2(D)(4) and C42-3(C)(5), regarding the Energy Advisory Committee which is no longer in operation, are repealed.

Q. Sections C1-9 and C42-2(G) are amended to change "Farmlands Development Rights Committee" and "Farmlands Development Committee" to "Farmland Committee."

Section 3. Applicability.

This law shall apply to all actions occurring 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 filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-amend-county-charter

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

1686

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 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; LOCAL LAW AMENDING THE CHARTER OF SUFFOLK COUNTY

SPONSOR: PRESIDING OFFICER LINDSAY

DATE OF RECEIPT BY COUNSEL: 7/25/11 PUBLIC HEARING: 8/16/11

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

This proposed law makes a series of technical changes and corrections to the SUFFOLK COUNTY CHARTER consistent with recommendations made by General Code Publishers after they conducted an editorial review and analysis of the Charter.

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\-amend county charter

1687

Intro. Res. No. -2011 Laid on Table 8/2/11

Introduced by Presiding Officer Lindsay

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW AMENDING THE ADMINISTRATIVE CODE OF SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW AMENDING THE ADMINISTRATIVE CODE OF SUFFOLK COUNTY**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW AMENDING THE ADMINISTRATIVE CODE OF SUFFOLK COUNTY

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that in 2008 the County Legislature authorized General Code Publishers to perform a complete analysis of the Laws of Suffolk County and to recommend necessary changes to the Laws.

This Legislature also finds that General Code Publishers has completed its review and recommended several technical changes to the Suffolk County Administrative Code.

Therefore, the purpose of this law is to amend the Suffolk County Administrative Code to incorporate the changes recommended by General Code Publishers.

Section 2. Amendments.

The SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended as follows:

A. Section A3-4(B)(1)(aa) is amended to change "Director of Community Mental Health Services" to "Director of Community Mental Hygiene Services."

B. Sections A3-4(B)(1)(bb) and A3-5(E)(1)(q), regarding the Department of Alcohol and Drug Abuse Services, are deleted.

C. Section A3-7, Administration of the Suffolk County Farm at Yaphank, is deleted.

D. Section A3-9, Transferral of certain properties to Suffolk Community Development Corporation, is deleted.

E. Section A4-2 is amended to delete former Subsection (B), which duplicates the text included in Subsection (A).

F. Sections A4-2(A)(2) and A4-3(E) are amended to change "Legislature's Budget Review Office" to "Legislative Budget Review Office."

G. Former § A4-3(F), which duplicated text currently found in Subsection D, is deleted.

H. Section A4-3(F)(7) is amended to change "Legislature's Office of Budget Review" to "Legislative Budget Review Office."

I. Section A4-5(H)(2) is amended to change "Legislative Office of Budget Review" to "Legislative Budget Review Office."

J. Article VI is amended to change references to the Civil Service Department or the Department of Human Resources and Civil Service to the Department of Human Resources, Personnel and Civil Service.

K. Section A9-2(D)(3)(g) is amended to change "county jail" to "Suffolk County Correctional Facility."

L. Sections A9-4(B)(2), (G)(1) and A9-5 are amended to change "Commissioner of Health" to "Commissioner of Health Services."

M. Section A9-6(H) is amended to change "Legislative Office of Budget Review" to "Legislative Budget Review Office."

N. Section A11-1 is amended to read as follows: "The Department of Fire, Rescue and Emergency Services, through the individual or individuals so designated to perform such functions, duties and responsibilities, shall have the powers and duties established by Article XI of the Charter."

O. Section A13-11(C)(2)(b) is amended to change "narcotics" to "controlled substances."

P. Section A13-11(C)(2)(d) is amended to change the statutory reference to Tax Law § 1847.

Q. Sections A14-21(A) and A14-22(B) and (D) are amended to change "zoning ordinance" to "zoning ordinance or local law."

R. Section A15-5, Deductions authorized for Long Island Fund, is deleted.

S. Section A15-6 is amended to update the statutory citation to Insurance Law § 331.

T. Section A15-9(A) is amended to read as follows: "Any bank account opened by any department, agency or entity of the County of Suffolk shall be opened in a depository designated by the County Legislature under § 212 of the New York County Law."

U. Section A15-9(C) is amended to read as follows: "All moneys received by the County of Suffolk shall be deposited in a bank or depository designated by the County of Suffolk under § 212 of the New York County Law."

V. Section A15-9(D) is amended to read as follows: "Any departmental account shall be opened only with the written consent of the County Department of Finance and Taxation, or any successor department thereto, and only in a bank or depository designated by the County of Suffolk pursuant to § 212 of the New York County Law."

W. Section A22-1(A)(4) is amended to change "Legislative Office of Budget Review" to "Legislative Budget Review Office." Subsection E is amended to change "Legislature's Budget Review Office" to "Legislative Budget Review Office."

X. Section A22-2(A)(3) is amended to change "Legislative Office of Budget Review" to "Legislative Budget Review Office."

Y. Sections A28-1, Exemption to senior citizens from certain departmental fees, A28-2, Reduction to handicapped persons of certain departmental fees, and A28-3, Senior citizens to be exempt from charge for Smith Point Bridge; record of use of bridge, are deleted.

Z. Section A28-8(A) is amended to change "Parks Committee" to "Parks and Recreation Committee or any successor committee." Subsection (B)(2) is amended to change "Parks and Public Works Committee" to "Parks and Recreation Committee or any successor committee."

AA. Section A30-1(C)(10) is amended to update the statutory citation to Mental Hygiene Law Article 41.

BB. Section A30-11(A)(2) is amended to change the reference from § C41-1 of the County Charter to § 14-100 of the New York State Election Law.

CC. Section A36-3(B)(4)(e) is amended to read as follows: "All walls adjacent to the toilet shall have horizontal backing reinforcements, each at least 33 inches, but not more then 36 inches, above the floor, and sufficient to allow for a twenty-four-inch grab bar on the wall behind the toilet and another forty-two-inch grab bar on one of the other walls adjacent to the toilet."

DD. Section A42-4(G)(2) is amended to change "Parks and Cultural Affairs Committee" to "Parks and Recreation Committee."

Section 3. Applicability.

This law shall apply to all actions occurring 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 filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-amend-county-administrative-code

OFFICE OF THE COUNTY LEGISLATURE

1687

COUNTY OF SUFFOLK

GEORGE NOLAN
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(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: JULY 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; LOCAL LAW AMENDING THE ADMINISTRATIVE CODE OF SUFFOLK COUNTY

SPONSOR: PRESIDING OFFICER LINDSAY

DATE OF RECEIPT BY COUNSEL: 7/25/11 PUBLIC HEARING: 8/16/11

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

This proposed law makes a series of technical changes and corrections to the SUFFOLK COUNTY ADMINISTRATIVE CODE consistent with recommendations made by General Code Publishers after they conducted an editorial review and analysis of the Code.

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

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1688

Intro. Res. No. -2011 Laid on Table 8/2/11

Introduced by Presiding Officer Lindsay

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS AND CERTAIN RESOLUTIONS OF THE COUNTY OF SUFFOLK INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF SUFFOLK COUNTY"

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS AND CERTAIN RESOLUTIONS OF THE COUNTY OF SUFFOLK INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF SUFFOLK COUNTY"** now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS AND CERTAIN RESOLUTIONS OF THE COUNTY OF SUFFOLK INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF SUFFOLK COUNTY"

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that General Code Publishers codifies and maintains the governing laws of Suffolk County in a publication, "The Laws of Suffolk County".

This Legislature further finds that the Laws of Suffolk County is made up of four distinct components: the Suffolk County Charter; the Suffolk County Administrative Code; New York State statutes that are a specifically applicable to Suffolk County; and local laws and resolutions that are of a general and permanent nature. This last component is generally known as the Suffolk County Code.

This Legislature also determines that the Laws of Suffolk County were last updated and reorganized in 1985.

This Legislature authorized General Code Publishers in 2008 to perform a complete analysis of the Laws of Suffolk County to prepare for a comprehensive update and republication of the Laws. It was anticipated at that time that many chapters of the County Code would be reorganized and consolidated, outdated resolutions and laws would be removed and an index would be added.

This Legislature further finds that General Code Publishers has completed its editorial analysis and recommended necessary revisions to the Laws of Suffolk County.

This Legislature determines that separate local laws have been introduced to effect necessary changes to the Suffolk County Charter and the Suffolk County Administrative Code.

Therefore, the purpose of this local law is to adopt an updated and revised codification of local laws and resolutions that have a permanent and general effect, to be known as the Code of Suffolk County.

Section 2. Adoption of Revised Code.

A new Article I of Chapter 1 of the Code of Suffolk County, is hereby enacted as follows:

Chapter 1 - General Provisions
Article I, Adoption of Code

§ 1-1. Adoption of Code.

A. In accordance with Subdivision 3 of § 20 of the Municipal Home Rule Law, the local laws and certain resolutions of Suffolk County, as codified by General Code, and consisting of Chapters 1 through 1200, is hereby adopted and shall be known collectively as the "Code of Suffolk County," hereafter termed the "Code." Wherever reference is made in any of the local laws and resolutions contained in the Code of Suffolk County to any other local law or resolution appearing in said Code, such reference shall be changed to the appropriate chapter title, chapter number, article number or section number appearing in the Code as if such local law, ordinance or resolution had been formally amended to so read.

B. **Copy of Code on File.**

A copy of the Code, in loose-leaf form, has been filed in the office of the Clerk of the Legislature of Suffolk County and shall remain there for use and examination by the public until final action is taken on this local law; and, if this local law shall be adopted, such copy shall be certified by the Clerk of the Legislature of Suffolk County by impressing thereon the Seal of the County, and such certified copy shall remain on file in the office of said Clerk of the Legislature to be made available to persons desiring to examine the same during all times while said Code is in effect. The enactment and publication of this local law, coupled with the availability of a copy of the Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§1-2. Continuation of existing provisions.

The provisions of the Code, insofar as they are substantively the same as those of the 1985 County Code and local laws and resolutions in force immediately prior to the enactment of the Code by this local law, are intended as a continuation of such local laws and resolutions and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior local law or resolution. All such provisions are hereby continued in full force and effect and are hereby reaffirmed as to their adoption by the County Legislature of Suffolk County, and it is the intention of said Legislature that each such provision contained within the Code is hereby reaffirmed as it appears in said Code. Only such provisions of former local laws

as are omitted from this Code shall be deemed repealed or abrogated by the provisions of § 1-3 below.

§ 1-3. Distribution and repeal of prior laws.

The chapters of the 1985 code in force immediately prior to the enactment of the Code by this local law shall be removed, repealed or distributed in the Code as indicated and set forth in the Derivation Table which is attached hereto as Exhibit "A" and made a part of this local law.

§ 1-4. Changes in previously adopted legislation; new provisions.

A. In compiling and preparing the local laws and resolutions for publication as the Code of Suffolk County, no changes in the meaning or intent of such local laws and resolutions have been made, except as provided for in Subsection B hereof. In addition, certain grammatical changes and other minor nonsubstantive changes were made in one or more of said pieces of legislation. It is the intention of the County Legislature that all such changes be adopted as part of the Code as if the local laws and resolutions had been previously formally amended to read as such.

B. In addition, the amendments and/or additions as set forth in Exhibit "B" attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this local law. (Chapter and section number references are to the local laws and resolutions as they have been renumbered and appear in the Code.)

§ 1-5. Amendments to Code.

Any and all additions, deletions, amendments or supplements to any of the local laws and resolutions known collectively as the "Code of Suffolk County" or any new local laws and resolutions, when enacted or adopted in such form as to indicate the intention of the County Legislature to be a part thereof, shall be deemed to be incorporated into such Code so that reference to the Code shall be understood and intended to include such additions, deletions, amendments or supplements. Whenever such additions, deletions, amendments or supplements to the Code shall be enacted or adopted, they shall thereafter be published as amendments and supplements thereto. Nothing contained in this local law shall affect the status of any local law, ordinance or resolution contained herein, and such local laws or resolutions may be amended, deleted or changed from time to time as the County Legislature deems desirable.

§ 1-6. Code to be kept up-to-date.

It shall be the duty of the Clerk of the Legislature to keep up-to-date the Code of Suffolk County required to be filed in the office of the Clerk of the Legislature for use by the public. All changes in said Code and all local laws and resolutions adopted by the County Legislature subsequent to the enactment of this local law in such form as to indicate the intention of said County Legislature to be a part of said Code shall, when finally enacted or adopted, be included therein by temporary attachment of copies of such changes, local laws or resolutions until such changes, local laws or resolutions are published as supplements to said Code, at which time such supplements shall be inserted therein.

Section 3. Applicability.

This law shall apply to all actions occurring 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 filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

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1688

DERIVATION TABLE

In order to assist Code users in the transition to the new Code's organization, the Derivation Table indicates where articles and articles of the 1985 Code have been included in the 2011 Code, or the reason for exclusion.

§ DT-1. Derivation Table of 1985 Code to 2011 Code

NCM = Not Code material (legislation is not general or permanent in nature).

REP = Repealed effective with adoption of Code; see Ch. 1, Art. I.

NI = Not included in Code but saved from repeal.

Chapter/Title From 1985 Code	Location in 2011 Code
PART I — ADMINISTRATIVE LOCAL LAWS	
Ch. 1, General Provisions	
Art. I, Adoption of Code	See Ch. 1, Art. I
Art. II, Adoption of Charter	See Ch. 1, Art. II
Ch. 8, Agricultural Lands, Developments Rights to	Ch. 8
Ch. 10, Air Conditioning Systems	Ch. 12
Ch. 25, Conservation Easements	Ch. 25
Ch. 27, Conveyance of Real Property	Ch. 29, Art. I
Ch. 30, Correctional Facility	Ch. 33
Ch. 32, County Property Sales	
Art. I, Surcharge for County Property Sold at Public Auction	Ch. 29, Art. II
Art. II, Privatization of County-Owned Marinas	Ch. 29, Art. III
Ch. 33, Day-Care Facilities for County Employees	Ch. 38
Ch. 35, Defense and Indemnification	Ch. 42
Ch. 39, Detention Services, Division of	Ch. 46
Ch. 40, Disability Truth-in-Hiring Policy	Ch. 53
Ch. 42, Electrical Agency	Ch. 59
Ch. 43, Empire Zone	Ch. 64
Ch. 44, Employee Relations	Ch. 68
Ch. 49, Employees Making Allegations of Misconduct, Protection of	Ch. 71
Ch. 54, Ethics	
Art. I, Honesty in Government Payrolls	Ch. 77, Art. II
Ch. 58, Film Commission	Ch. 82
Ch. 60, Finances	

Chapter/Title From 1985 Code	Location in 2011 Code
Art. I, Distribution of Mortgage Tax Revenues	Ch. 86, Art. I
Ch. 61, Financial Disclosure	Ch. 77, Art. I
Ch. 65, Fire Code Violations	Ch. 94
Ch. 66, Flags	Ch. 98
Ch. 68, Forum for the Arts	Ch. 103
Ch. 78, Disabilities Advisory Board	Ch. 50
Ch. 82, Health and Safety of Employees	Ch. 110
§ 82-24, Progressive discipline procedures	Ch. 963, Art. I
Ch. 89, Human Rights Commission	
Art. I, Creation and Organization	Ch. 119
Art. II, Members	NI
Art. III, Bias Acts	Ch. 528, Art. I
Art. IV, Discriminatory Acts	Ch. 528, Art. II
Ch. 91, Industrial and Commercial Incentive Board	NCM
Ch. 93, Industrial Development Agency	Ch. 125
Ch. 101, Labor, Department of	Ch. 136
Ch. 102, Land Exchanges	Ch. 141
Ch. 105, Liability	Ch. 145
Ch. 108, Light Pollution	Ch. 149
Ch. 109, Liquefied Natural Gas	Ch. 567
Ch. 110, Local Development Corporations	Ch. 155
Ch. 112, Mass Transportation	Ch. 160
Ch. 123, Off-Track Betting	Ch. 168
Ch. 127, Open Meetings	Ch. 172
Ch. 133, Preschool Handicapped Transportation	Ch. 178
Ch. 140, Public Hearings, Notice of	REP
Ch. 141, Public Notification Policy	Ch. 183
Ch. 143, Purchasing and Contracts	Ch. 189
Ch. 146, Real Property, Lease of	Ch. 194
Ch. 149, Response and Truth in Government Policy	Ch. 199
Ch. 150, Retirement Incentive	NCM
Ch. 152, Salaries and Compensation	
Art. I, Equitable Compensation of Certain Elected Officers	Ch. 205, Art. I
Art. II, Salary Reduction	NCM
Art. III, Salary Freeze for 1992	NCM

Chapter/Title From 1985 Code	Location in 2011 Code
Art. IV, Salary Freeze for 1993	NCM
Art. V, Salary Cap	Ch. 205, Art. II
Ch. 158, Senior Citizens' Advisory Board	Ch. 210
Ch. 160, Sewer Districts	Ch. 215
Ch. 162, Sewer System Refunds	NI
Ch. 166, Social Services Department	Ch. 221
Ch. 169, Special Traffic Options Program for Driving While Intoxicated	Ch. 226
Ch. 172, Energy Advisory Committee	NI
Ch. 176, Tax Notices and Billing	Ch. 232
Ch. 180, Utility Easements	Ch. 245
Ch. 184, Vanderbilt Museum, Suffolk County	Ch. 250
Ch. 186, Vehicles, County-Owned	Ch. 255
Ch. 188, Voter Registration	REP
PART II — REGULATORY LOCAL LAWS	
Ch. 204, Advertising Materials	Ch. 270
Ch. 206, Agricultural Operations	Ch. 274
Ch. 207, Animals	Ch. 299
Ch. 210, AIDS Testing	Ch. 278
Ch. 211, Aid to Families with Dependent Child and Home Relief	Ch. 281
Ch. 212, Aircraft	Ch. 285
Ch. 213, Alarms	Ch. 290
Ch. 214, Alcoholic Beverages	
Art. I, Public Notice for Pregnant Women	Ch. 294, Art. I
Art. II, AWOL Machines and Alcohol Vapor Devices	REP
Art. III, Social Hosts	Ch. 294, Art. II
Art. IV, Sale of Drinking Games to Minors	Ch. 294, Art. III
Ch. 216, Animal Shelters and Kennels	Ch. 302
Ch. 217, Automated Teller Machines	REP
Ch. 218, Auxiliary Police	Ch. 17
Ch. 219, Balloons, Helium	Ch. 310
Ch. 220, Banking Practices	Ch. 314
Ch. 221, Bicycles, Skates, Skateboards and Scooters	Ch. 319
Ch. 222, Boats and Motors	Ch. 325
Ch. 225, Body Piercing	Ch. 330

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 227, Books and Magazines	Ch. 334
Ch. 228, Booting of Vehicles	Ch. 818, Art. I
Ch. 230, Building Construction	Ch. 344
Ch. 233, Bullets, Armor-Piercing	Ch. 349
Ch. 234, Business Practices	
Art. I, Lawful Hiring of Employees	Ch. 353, Art. II
Art. II, Registration of Nonprofit Veterans Organizations	Ch. 353, Art. III
Ch. 235, Carbon Dioxide Emissions	Ch. 357
Ch. 236, Carbon Monoxide Detectors	Ch. 360
Ch. 237, Caterers	Ch. 365
Ch. 239, Cemeteries	Ch. 370
Ch. 241, Cesspool and Sewer Additives	Ch. 374
Ch. 242, Community College Facilities	Ch. 383
Ch. 249, Consumer Protection	Ch. 387
Ch. 252, Cooperative Housing	Ch. 391
Ch. 256, Day-Care Facilities and Home Care Services	Ch. 396
Ch. 260, Defibrillators	Ch. 400
Ch. 260A, Demonstrations	Ch. 404
Ch. 261, Dextromethorphan Products	Ch. 423, Art. II
Ch. 265, Domestic Partnerships	Ch. 410
Ch. 266, Donation Bins	Ch. 415
Ch. 269, Drugs and Drug Products	
Art. I, Salvia Divinorum	Ch. 423, Art. III
Art. II, Screening Tests	Ch. 423, Art. IV
Art. III, Sale of Synthetic Cannabinoids to Minors	Ch. 423, Art. V
Ch. 270, Drug Paraphernalia and Premises	
Art. I, Drug Paraphernalia	Repealed by L.L. No. 16-1993
Art. II, Crack Houses	Ch. 623
Art. III, Loitering in Connection with Drug Use	Ch. 420, Art. I
Art. IV, Forfeiture of Property Used in or Obtained Through Crime	Ch. 420, Art. II
Art. V, Use of Vehicles for Sale, Purchase, Use or Transport of Controlled Substances	Ch. 420, Art. III
Ch. 271, Drug-Free School Zones	Ch. 713, Arts. I and II
Ch. 272, Speeding in Safe School Zones	Ch. 713, Art. III

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 273, Dry-Cleaning Establishments	Ch. 427
Ch. 277, Emergency Shelters	Ch. 438
Ch. 278, Emergency Telephone System	Ch. 441
Ch. 278A, Environmental Protection	Ch. 446
Ch. 279, Environmental Quality Review	Ch. 450
Ch. 281, Ephedra Products	NI
Ch. 287, Ferry Service	Ch. 455
Ch. 289, Fertilizer	Ch. 459
Ch. 291, Filming	Ch. 463
Ch. 293, Firearms and Weapons	Ch. 467
Ch. 294, Fire Prevention	Ch. 471
Ch. 298, Fishing and Shellfishing	Ch. 475
Ch. 301, Food Labeling and Packaging	REP
Ch. 304, Foster Care and Adoptive Homes	Ch. 480
Ch. 306, Fuel-Delivery Vehicles	Ch. 485
Ch. 308, Furnaces, Outdoor	Ch. 490
Ch. 313, Gasoline Sales	Ch. 494
Ch. 315, Gasoline and Fuel Rating	Ch. 494, Art. IV
Ch. 316, Gasoline Stations	Ch. 497
Ch. 317, Gift Certificates	REP
Ch. 319, Group Homes for Former Mental Patients	REP
Ch. 323, Hazardous Substances	Ch. 704, Art. II
Ch. 324, Hazardous Waste	Ch. 512
Ch. 325, Health-Care Benefits	
Art. I, Expenditures by Retail Employers	REP
Ch. 326, Homemaking Services	Ch. 519
Ch. 327, Hotels and Motels	Ch. 523
Ch. 327A, Incarceration Costs	Ch. 33, Art. III
Ch. 327B, Internet Crimes	Ch. 538
Ch. 328, Item Pricing	Ch. 542, Art. I
Ch. 329, Item Pricing Display, Retail	Ch. 542, Art. II
Ch. 342, Land Acquisition Disclosure	Ch. 551
Ch. 343, Laser Pointers	Ch. 555
Ch. 345, Licensed Occupations	Ch. 563
Ch. 346, Licensed Home Improvement Contract Restitution Fund	Ch. 517, Art. I

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 346A, Livery Businesses	Ch. 571
Ch. 347, Living Wage	Ch. 575
Ch. 348, Lobbyists	Ch. 580
Ch. 349, Mammography	Ch. 586
Ch. 349A, Marijuana	Ch. 423, Art. I
Ch. 350, Medical Specimens	Ch. 590
Ch. 351, Mercury Fever Thermometers	REP
Ch. 356, Mobile Home Sales	REP
Ch. 359, Mortgages, Purchase of	Ch. 595
Ch. 361, Motor Fuel Facilities	Ch. 599
Ch. 363, Motor Vehicle Use Fee	Ch. 603
Ch. 364, Moving Companies	Ch. 607
Ch. 365, Music Concerts	Ch. 612
Ch. 366, Noise	Ch. 618
Ch. 366A, Nursing Homes	Ch. 627
Ch. 367, Obscene Materials	Ch. 672, Art. I
Ch. 370, Open Space Preservation	Ch. 633
Ch. 372, Parking, Off-Street	Ch. 639
Ch. 378, Parks and Park Facilities	Ch. 643
Ch. 380, Pest Control	Ch. 647
Ch. 382, Pipe Bomb Materials	Ch. 651
Ch. 383, Planned Retirement Communities	Ch. 656
Ch. 384, Police, Solicitation by	Ch. 353, Art. I
Ch. 386, Political Parties, Gifts to Officials of	Ch. 664
Ch. 387, Polygraph Examinations	
Art. I, Regulation and Control	REP
Art. II, Examination of Minors	Ch. 668, Art. I
Ch. 388, Pornography	Ch. 672, Art. II
Ch. 390, Probation Department Fees	Ch. 677
Ch. 392, Property, Defacement of	Ch. 502
Ch. 393, Proprietary Ambulance Companies, Abuses of	Ch. 681
Ch. 395, Pyramid Distribution Organizations	NI
Ch. 397, Records	Ch. 688
Ch. 399, Recycling	
Art. I, Automotive Batteries	REP

Chapter/Title From 1985 Code	Location in 2011 Code
Art. II, Newsprint	NI
Art. III, Yellow-Colored Legal Pads	NI
Art. IV, At-Store Recycling Program for Plastic Bags	Ch. 692, Art. I
Ch. 400, Waste Tire Recycling	REP
Ch. 406, Rental Property	Ch. 696
Ch. 407, Restaurants	Ch. 700
Ch. 407A, Retail Sales	
Art. I, Swimming Pools	Ch. 704, Art. III
Art. II, Drop-Side Cribs	Ch. 704, Art. IV
Art. III, Aerosol Dusting Products	Ch. 704, Art. V
Ch. 408, Rooming Houses	NI
Ch. 410, Scaffolds	Ch. 717
Ch. 411, School Bus Safety Restraints	NI
Ch. 413, Scrap Metal Processors, Vehicle Dismantlers and Junk Dealers	Ch. 721
Ch. 417, Seal, County	Ch. 726
Ch. 419, Security, Protection and Safety	Ch. 730
Ch. 421, Senior Citizens' Bill of Rights	Ch. 735
Ch. 424, Sewers	Ch. 740
Ch. 428, Sex Offenders	Ch. 745
Ch. 435, Smoke Bombs	Ch. 751
Ch. 437, Smoking	Ch. 754
Ch. 445, Storm Sewers	Ch. 759
Ch. 446, Stormwater Management	
Art. I, Protection of Recharge Basins	Ch. 763, Art. I
Art. II, Rain-Sensing Devices	Ch. 36, Art. I
Ch. 448, Subscription Service Fees	
Art. I, Access to Real Estate Information System Via Internet	Ch. 767, Art. I
Art. II, On-Line Records of County Clerk	REP
Art. III, Fees for On-Line Records System	Ch. 767, Art. II
Ch. 450, Substance Abuse Houses	REP
Ch. 454, Tanning Facilities	Ch. 772
Ch. 458, Taxation	
Art. I, Exemption for Eligible Businesses	NI
Art. II, Partial Real Property Tax Exemption for Persons Over 65	Ch. 775, Art. I

Chapter/Title From 1985 Code	Location in 2011 Code
Art. III, Exemption for Improvements to Assist Physically Disabled Persons	Ch. 775, Art. II
Art. IV, Enforcement	Ch. 775, Art. III
Art. V, Real Property Tax Exemption for Central Islip Development Zone	NI
Art. VI, Improved Residential Buildings Exemption	Ch. 775, Art. IV
Art. VII, Waiver of Interest and Penalties for Late Payment	REP
Art. VIII, Exemption for Veterans, Spouses and Unremarried Surviving Spouses of Veterans, Gold Star Parents and Cold War Veterans	Ch. 775, Art. V
Art. IX, Cooperative Apartment Assessment for Exemptions	Ch. 775, Art. VI
Art. X, Exemption for Disabled Persons with Limited Incomes	Ch. 775, Art. VII
Art. XI, Targeted Business Investment Real Property Tax Exemption	Ch. 775, Art. VIII
Art. XII, Living Quarters Exemption	Ch. 775, Art. IX
Art. XIII, Exemption for First-Time Homeowners	Ch. 775, Art. X
Art. XIV, Exemption for Volunteer Fire Fighters and Ambulance Workers	Ch. 775, Art. XI
Art. XV, Historic Property Tax Exemption	Ch. 775, Art. XII
Ch. 460, Tax Grievance Consultants	Ch. 779
Ch. 461, Tax Refunds	Ch. 783
Ch. 461A, Tires, Sale of	Ch. 787
Ch. 462, Tobacco Products	Ch. 792
Ch. 463, Towing	Ch. 796
Ch. 465, Transit Stations	Ch. 238
Ch. 465A, Utilities	Ch. 808
Ch. 466, Union Organizing	Ch. 803
Ch. 466A, Vehicles Sales	
Art. I, Release of Vehicles to Licensed Operators	Ch. 814, Art. II
Ch. 467, Vehicles and Traffic	Ch. 818
Ch. 469, Vehicles, Off-Road	
Art. I, All-Terrain Vehicles	Ch. 715, Art. I
Art. II, Sale	Ch. 814, Art. I
Ch. 475, Vending and Peddling	Ch. 826
Ch. 481, Victims' Rights	Ch. 830
Ch. 483, Videocassette Recorders, Repair of	REP
Ch. 484, Video Display Terminals	REP

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 486, Video Voyeurism	Ch. 834
Ch. 489, Dumping and Littering	Ch. 433, Art. I
Ch. 490, Dumping in Pine Barrens	Ch. 433, Art. II
Ch. 491, Water	
Art. I, Bottled Water Labeling	Ch. 704, Art. I
Art. II, Drinking Water Distribution Systems	Ch. 840, Art. II
Ch. 492, Water Systems, Private	
Art. I, Well Water Testing	Ch. 840, Art. I
PART III — RESOLUTIONS	
Ch. 540, African-American Advisory Board	Ch. 860
Ch. 550, Animals	
Art. I, Anti-Rabies Vaccinations for Dogs	NI
Art. II, Responsible Dog Ownership Program; Animal Cruelty Prevention; Animal Bites Registry	Ch. 865, Art. I
Art. III, Safe Pets and Families Program	Ch. 865, Art. II
Art. IV, Campaign for Adoption of Pets from Town Shelters	NI
Art. V, Dog Runs	Ch. 865, Art. III
Ch. 552, Apprenticeship Training	Ch. 869
Ch. 553, Aquaculture Committee	NCM
Ch. 562, Brookhaven National Laboratory, Use of Facilities at	REP
Ch. 568, Cancer Resources Commission	NCM
Ch. 572, Capital Projects	Ch. 874
Ch. 577, Child Protection	
Art. I, Suffolk County Strike Force on Children	NI
Art. II, Examination of Abused Children	NI
Art. III, Child-Care Facilities	Ch. 880, Art. I
Art. IV, Child Sexual Abuse Reporting Policy	Ch. 880, Art. II
Art. V, Certification of Non-Sex-Offender Status for Workers at Youth Agencies	Ch. 880, Art. III
Art. VI, Mercury-Free Vaccines	Ch. 880, Art. IV
Art. VII, Timely Filing of Information in Cases of Parental Child Abduction	Ch. 880, Art. V
Ch. 578, Child Sex Abuse Hot-Line Service Agencies	Ch. 378
Ch. 579, Citizens Corps Council	Ch. 884
Ch. 580, Civil Service Rules	Ch. 1200
Ch. 585, Classification and Salary Plans, Administration of	Ch. 888

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 587, Collection of Fines	NCM
Ch. 590, Contracts	Ch. 893
Ch. 593, Curb-Cutting Permits	NCM
Ch. 596, Day-Care Centers, Payments to	Ch. 899
Ch. 609, Deposit of Funds	NCM
Ch. 614, Document Receipt Policy	Ch. 904
Ch. 615, Domestic Violence	Ch. 908
Ch. 617, Drug Enforcement	Ch. 913
Ch. 625, Elections	Ch. 920
Ch. 627, Electricians and Plumbers, Rules and Regulations for	Ch. 924
Ch. 628, Emergency Medical Services	Ch. 928
Ch. 629, Emergency Preparedness	Ch. 931
Ch. 631, Employee Benefits	Ch. 935
Ch. 632, Employee Recognition	REP
Ch. 633, Energy Efficiency	Ch. 939
Ch. 634, Environmentally Sensitive Land, Purchase of	NCM
Ch. 635, Environmental Protection	
Art. I, E-Waste Policy	Ch. 943, Art. II
Ch. 636, Fees and Charges	
Art. I, Overpayment of Fees	Ch. 948, Art. I
Art. II, Fee for Returned Checks	Ch. 948, Art. II
Art. III, Tax Sale Recoupment Charges	Ch. 948, Art. III
Art. IV, Civil Service Examination Fees	Ch. 948, Art. IV
Art. V, Legislative Tracking System Charges	REP
Art. VI, Notary Public Certificates	Ch. 948, Art. VI
Art. VII, Subdivision Map Filing Fees	Ch. 948, Art. VII
Art. VIII, Ferry Review Fee	Ch. 948, Art. VIII
Art. IX, Motor Fuel Fees	Ch. 948, Art. IX
Art. X, Airport Fees	Ch. 948, Art. XI
Art. XI, Civil Service Examination Application Fee Waiver	Ch. 948, Art. XII
Art. XII, Fee Waiver for Community Emergency Response Team Volunteers	Ch. 948, Art. XIII
Ch. 639, Finances	Ch. 952
Ch. 642, Golf Course Program	NCM
Ch. 644, Government Information Depositories	Ch. 959

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 645, Groundwater Protection Panel	REP
Ch. 651, Highway Work Fees	Ch. 948, Art. V
Ch. 652, Hispanic Advisory Board	Ch. 114
Ch. 653, Home Energy Assistance Program	Ch. 966
Ch. 654, Homeless Housing Commission	NCM
Ch. 656, Identity Protection	Ch. 971
Ch. 658, Investment Policy	Ch. 981
Ch. 660, Land Development	Ch. 1001
Ch. 661, Land Preservation	Ch. 1005
Ch. 664, Legislature Rules	NCM
Ch. 665, Long Island Economic Job Development Organization	REP
Ch. 672, Marinas	
Art. I, Facilities at County Marinas	Ch. 1012, Art. I
Art. II, Nuisances at Marinas	NI
Ch. 674, Memorials and Symbols, Siting of; Naming of County Facilities, Parks and Roads	Ch. 1016
Ch. 675, Motels Doing Business with Department of Social Services	Ch. 1021
Ch. 677, Native American Affairs Advisory Board	Ch. 1027
Ch. 678, Next Generation Citizens Advisory Board	Ch. 1032
Ch. 680, Office of HMO Services	
Art. I, Establishment	REP
Art. II, Reimbursement of EPIC Co-Payments	Ch. 977, Art. I
Ch. 685, Parking Facilities	
Art. I, Fees for Parking at Bay Shore Mini-Center	REP
Ch. 687, Park Police Patrol	Ch. 1038
Ch. 688, Parks and Recreation Fees	Ch. 948, Art. X
Ch. 692, Payroll and Personnel System	NCM
Ch. 697, Poet Laureate	Ch. 1043
Ch. 700, Police	
Art. I, Use of Seasonal Police Officers	Ch. 1047, Art. I
Art. II, Police Substations	Ch. 1047, Art. II
Art. III, Police Cadet Program	NI
Art. IV, Amber Alert Plan	Ch. 1047, Art. IV
Art. V, Firearms Qualification Training	Ch. 1047, Art. V
Ch. 704, Police Department Fees	REP

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 704A, Police Lineups	Ch. 1047, Art. III
Ch. 705, Preschool Program Absenteeism Notification	NI
Ch. 705A, Property Control Manager	Ch. 1056
Ch. 705B, Probation	Ch. 1052
Ch. 706, Property, Sale of	Ch. 1060
Ch. 707, Prostate Cancer	
Art. I, Public Information and Education Program	NCM
Ch. 707B, Public Safety Revenue-Sharing Funds	REP
Ch. 708, Purchasing	
Art. I, Fire Districts and Ambulance Companies and Suffolk Regional Off-Track Betting Corporation	Ch. 189, Art. III
Art. II, Procurement Policy	Ch. 1065, Art. I
Art. III, Consultant/Personal Services Procurement	Ch. 1065, Art. II
Art. IV, Health Insurance Plans	Ch. 1065, Art. III
Art. V, Energy Star Labeling Program	Ch. 189, Art. IV
Art. VI, Green Clean Program	Ch. 189, Art. V
Ch. 712, Real Estate Appraisal, Acquisition and Disposition	Ch. 1070
Ch. 715, Records Retention	
Art. I, Government Records	Ch. 1079, Art. I
Art. II, Public Community College Records	NI
Ch. 716, Regional Planning Council	Ch. 1083
Ch. 717, Reimbursements	
Art. I, Local Early Intervention Coordinating Council and Subcommittee Meetings	REP
Ch. 718, Request for Proposals	Ch. 1087
Ch. 719, Reserve Funds	Ch. 1091
Ch. 726, Retirement Benefits for Legislators	Ch. 1095
Ch. 730, Rewards and Incentive Programs	Ch. 1099
Ch. 738, Road Record Map Fees	NI
Ch. 740, Roller Blades, Roller Skates and Skateboards	Ch. 1105
Ch. 744, Rooming House Permits	REP
Ch. 750, Salaries and Compensation (reference page)	NI
Ch. 754, Sale of County Code	REP
Ch. 760, Sanitary Code (reference page)	NI
Ch. 768, Self-Funded Health Program	Ch. 1110

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 769, Self-Insurance Program	Ch. 1114
Ch. 772, Sewer Agency	Ch. 1118
Ch. 775, Sex Offender Policies	Ch. 1122
Ch. 780, Social Services Department	
Art. I, Reports for Welfare Placement	Ch. 1127, Art. I
Art. II, Family Fare Program	NCM
Ch. 788, STARE Program	NCM
Ch. 791, Suffolk County at Work Commission	REP
Ch. 793, Suffolk County Vanderbilt Museum Commission Membership	NI
Ch. 815, Surface Water Protection	
Art. I, Surface Water Protection Commission	Repealed by L.L. No. 16-1993
Art. II, Disposal of Stormwater Runoff	Ch. 1133, Art. I
Ch. 817, Swimming Pools	Ch. 1138
Ch. 820, Taxation	
Art. I, Real Property Tax Installment Payments by Supplemental Security Income Recipients	Ch. 1143, Art. II
Art. II, Payment of Delinquent Property Taxes in Installments	Ch. 1143, Art. III
Ch. 821, Tax Policy	NCM
Ch. 822, Tax Rolls	Ch. 1143, Art. I
Ch. 825, Teacher Recognition	NI
Ch. 830, Title Examination	Ch. 1147
Ch. 833, Transfer of Development Rights Implementation Plan	Ch. 1151
Ch. 835, Transportation Advisory Board	Ch. 1155
Ch. 840, Unified Cash Management and Borrowing Procedure Committee	NCM
Ch. 848, Vector Control	Ch. 1162
Ch. 850, Vending Machines	Ch. 1166
Ch. 852, Veteran Recognition	Ch. 1075, Art. III
Ch. 854, Videotaping of Evidence	NI
Ch. 857, Volunteer Recognition	
Art. I, Representatives of Legislative Districts	Ch. 1075, Art. I
Art. II, Members of County Boards and Commissions	Ch. 1075, Art. II
Art. III, Volunteer Firefighters and EMS Personnel	NI
Ch. 858, Wage, Prevailing	Ch. 1173

Chapter/Title From 1985 Code	Location in 2011 Code
Ch. 858A, Water Quality Protection	
Art. I, Protection and Restoration Program	Repealed by L.L. No. 24-2007
Art. II, Use of CCA-Treated Lumber	Ch. 943, Art. I
Ch. 859, Web Site Open Information Policy	Ch. 1177
Ch. 860, Welfare	
Art. I, Anti-Welfare Fraud Strike Force	NCM
Art. II, Suffolk County Welfare to Work Commission	Ch. 1180, Art. I
Art. III, Housing for Public Assistance Recipients	Ch. 1180, Art. II
Art. IV, Verification of Certificates of Occupancy and/or Rental Permits	Ch. 1180, Art. III
Ch. 865, Wireless Communications	Ch. 1184
STATUTES APPLICABLE TO SUFFOLK COUNTY	
Ch. 922, Communal Sewerage Systems, Trust Fund for (Town Law § 277, Subsection 5)	NI
Ch. 982, Suffolk County Tax Act	Ch. 1195
Ch. 987, Vehicles, Unidentifiable (L. 1995, c. 122, § 1)	NI

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Suffolk County Code Adoption
Exhibit "B"

As noted in § 1-4(B), the following changes were made to chapters in the Suffolk County Code as described below:

Part I: Administrative Local Laws

Chapter 25, Conservation Easements

1. The definition of "BOARD" in § 25-2 is amended as follows: "BOARD – The Board of Trustees of the Suffolk County Department of Parks, Recreation and Conservation."
2. The definition of "DEPARTMENT" in § 25-2 is amended as follows: "DEPARTMENT – The Suffolk County Department of ~~Real Estate~~ Environment and Energy, Division of Real Property Acquisition and Management."

Chapter 29, Conveyance of Property

Article I, Procedures

1. The definition of "CONVEYANCE" in § 29-2 is amended to read as follows: "CONVEYANCE – The transfer by quitclaim deed of a parcel of real estate located within the County of Suffolk, title to which has vested in the County of Suffolk via the Suffolk County Tax Act, as amended, for nonpayment of taxes, and the period of time for redemption of which has expired under Administrative Code § A42-3, which transfer is authorized by Subdivision 8 of § 215 of the New York County Law."
2. Section 29-3E(3) is amended as follows: "(3) In addition, no resolution authorizing a conveyance shall be approved by the Legislature unless such application has been filed no later than 24 months immediately subsequent to the expiration of the period of time for redemption allowed under Administrative Code § A42-3 ~~Local Law No. 16-1976, as amended~~."
3. Section 29-3K is amended as follows: "K. Consideration for release. The County's interest may be released only after payment, as to each parcel to be released, of the following sums of money: a certified check, bank check, or money order made payable to the Suffolk County Clerk in payment of the fees required to record the deed and file any other documents necessary to properly record the deed, together with a notarized affidavit signed by the redeeming applicant/owner, stating that the applicant/owner accepts the deed tendered by the County and has no objection to delivery of the deed to the Suffolk County Clerk for recording on the applicant's/owner's behalf by the Division of Real Property Acquisition and Management ~~Estate~~."

Article II, Surcharge for Property Sold at Public Auction

Section 29-6D is revised to change "County jail" to "Suffolk County Correctional Facility."

Chapter 53, Disability Truth-in-Hiring Policy

This chapter is amended to change "Department of Human Resources and Civil Service" to "Department of Human Resources, Personnel and Civil Service."

Chapter 64, Empire Zone

1. Section 64-1A is amended to change "New York State Economic Development Zone Act" to "New York State Empire Zones Act."
2. Section 64-1B is amended to change "seven zones" to "12 zones."

Chapter 68, Employee Relations

1. Section 68-1 is amended as follows: "The Suffolk County Legislature hereby finds and declares that it is in the best interests of the citizens of the County and the employees of the Suffolk County government to provide for the effective implementation of the requirements of the Public Employees' Fair Employment Act, as set forth in Article 14 of the Civil Service Law, as amended ~~by Chapters 216, 429, 677, 678 and 817 of the Laws of 1977~~, by establishing local provisions and procedures with respect to the determination of the representation status of employees' organizations and the resolution of disputes in the course of collective negotiations with such organizations. It is the purpose of the said Act and the local provisions and procedures herein established to promote a harmonious and cooperative relationship between the County government and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of County government. With this end in view, this Suffolk County Legislature also creates, as hereinafter provided, a local Public Employment Relations Board."
2. Section 68-3 is amended as follows: "Employees of the County of Suffolk shall have the right to be represented by employee organizations to negotiate collectively with the County in the determination of their terms and conditions of employment and the administration of grievances arising thereunder. The terms "employee organization" and "terms and conditions of employment," as used in this chapter, shall have such meanings as are defined in § 201 of Article 14 of the Civil Service Law, as ~~last~~ amended ~~by Chapters 216, 429, 677, 678 and 817 of the Laws of 1977~~."
3. Section 68-8C is revised to delete the reference to State Finance Law § 6-a and to replace it with a reference to State Finance Law § 201.

Chapter 71, Employees making Allegations of Misconduct, Protection of

1. Section 71-2 is amended as follows: ""Improper government action" shall mean any action by an employee which is undertaken which is in violation of any federal, state or local law, rule or regulation **or** which is economically wasteful, whether or not such action is within the scope of his employment."
2. Section 71-3A(6) is amended as follows: "(6) The Chairman of the Labor, Workforce and Affordable Housing Committee or any successor committee ~~Legislative, Personnel and Judiciary Committee~~."

Chapter 77, Ethics and Accountability

Article I, Financial Disclosure

1. The definition of "County officers or employees" in § 77-4 and § 61-7 are amended to delete references to the Suffolk County Pine Barrens Review Commission."
2. Section 77-8 is amended to read as follows: "All County officers and employees shall file their respective statements with the Board on or before May 15 of each year."
3. This chapter is revised to change "employee" to "officer and employee."
4. Section 77-10B is amended as follows: "B. Criminal. If any officer or employee files a statement with the intent to deceive, to intentionally misrepresent or to otherwise fraudulently answer any question set forth in the statement or to intentionally withhold any information asked or demanded in the statement and if such deception or misrepresentation is found to be both intentional and material ~~as defined in § 61-4 herein~~, then such officer or employee shall, upon conviction, be guilty of a Class A misdemeanor, punishable by a fine of up to $1,000 and/or a term of imprisonment of up to one year. In all criminal proceedings, the Board, through a designated representative, shall act as a complaining witness."

Article II, Time Accounting by Commissioners, Department Heads and Deputies

Section 77-13C is amended to change "Department of Human Resources and Civil Service" to "Department of Human Resources, Personnel and Civil Service."

Chapter 82, Film Commission

This chapter is revised to change "Commissioner of Economic Development" to "Commissioner of Economic Development and Workforce Housing."

Chapter 103, Forum for the Arts

1. The definition of "SUFFOLK COUNTY FORUM FOR THE ARTS" in § 103-1 is amended to read as follows: "A County agency consisting of a citizens' advisory arts council and a program director with staff. Such organization shall ensure the existence of a checks-and-balances system to unite objectively the arts activities within the County."
2. Section 103-4B is amended to change "Commissioner of Economic Development" to "Commissioner of Economic Development and Workforce Housing."
3. Former § 68-3, Subsection A, regarding the creation of the Forum, and Subsection B, Legislative committee, are deleted.

Chapter 110, Health and Safety of Employees

General Standards

Section 110-4A is revised to change "Department of Human Resources and Civil Service" to "Department of Human Resources, Personnel and Civil Service.

Article III, Workplace Guidelines Against Sexual Harassment

1. Former § 82-22, Determination of environmental impact, is deleted.

2. Former § 82-23, Sexual harassment Regulations and Complaint Procedure, is removed from the chapter and included as an attachment at the end of the chapter.
3. Former § 82-24, Progressive discipline procedure, has been moved to Chapter 963, Harassment, as Article I.

Chapter 119, Human Rights Commission

Former § 89-3J, adding new investigators to 1998 staffing levels, is deleted.

Chapter 141, Land Exchanges

1. This chapter is amended to change "Department of Real Estate" to "Department of Environment and Energy, Division of Real Property Acquisition and Management."
2. Section 141-2G is amended to change "Subsection B" to "Subsection D."

Chapter 178, Preschool Handicapped Transportation

Section 178-7B is revised to remove the repealed statutory reference to Penal Law § 220.05.

Chapter 189, Purchasing and Contracts

Article I, Charitable Organizations

Section 189-3A and D are amended to change "Department of General Services" to "Department of Public Works, Purchasing Division."

Article II, Disqualification of Nonresponsible Bidders

1. Section 189-4 is amended to change "County projects and contacts" to "County projects and contracts."
2. The definition of "conviction" in § 189-5 is amended as follows: "CONVICTION – A finding of guilty after a trial or a plea of guilty to an offense covered under the provisions of the definition of "nonresponsible bidder" in this section."

Article VI, Utilization of Minority- and Women-Owned Businesses

1. The definition of "disparity study" is deleted from § 189-23.
2. Former § 143-15, Disparity study, is deleted.

Chapter 205, Salaries and Compensation

Article I, Equitable Compensation for Certain Elected Officers

Section 205-2 is amended to read as follows: *

Chapter 210, Senior Citizens' Advisory Board

Section 210-2B is amended to change "Director of Transportation and Franchises" to "Director of Transportation Services."

Chapter 221, Social Services Department

Article II, Standards for Rental Housing

1. Section 221-5A is amended to change "welfare recipients" to "recipients of public assistance and care."
2. Section 221-10 is amended to change "Human Services Committee" to "Health and Human Services Committee."

Article III, Anti-Welfare Fraud Program

Section 221-3A is amended to change "Aid to Families with Dependent Children (AFDC)" to "Temporary Assistance for Needy Families (TANF)." Section 221-14 is amended to change "AFDC" to "TANF."

Chapter 232, Tax Notices and Billing

This chapter is amended to change "Legislative Office of Budget Review" to "Legislative Budget Review Office."

Part II: Regulatory Local Laws

Chapter 278, AIDS Testing

Section 278-6C is amended as follows: "This chapter shall be enforced in accordance with the provisions of Article 2 ~~II, §§ 760-12 through 760-24,~~ of the Suffolk County Sanitary Code."

Chapter 294, Alcoholic Beverages

Article I, Public Notice for Pregnant Women

Section 294-4B is amended as follows: "This article shall be enforced by the Suffolk County Department of Health Services in accordance with the provisions of Article 2 ~~II, §§ 760-12 through 760-24,~~ of the Suffolk County Sanitary Code."

Chapter 299, Animals

Article II, Anti-Rabies Program

Section 299-15A is amended as follows: "Any person owning or harboring a dog or cat in violation of this article shall be guilty of ~~constitute~~ a violation of law punishable by a civil fine not to exceed $100."

Article III, Dangerous Dogs

Section 299-22B is amended as follows: "The owner of a dog who, through any act or omission, negligently permits his or her dog to bite a person ~~domestic animal~~ causing serious physical injury shall be subject to a civil penalty not to exceed $800 in addition to any other applicable penalties."

Chapter 302, Animal Shelters and Kennels

Article I, Animal Shelters

Former § 216-7U, regarding veterinarians called in to examine sick or injured animals, is deleted.

Chapter 314, Banking Practices

1. The reference in § 314-3 is changed from § C31-2M to § C31-3A(13).
2. This chapter is amended to change "Department of Taxation and Finance" to "Department of Finance and Taxation."

Chapter 357, Carbon Dioxide Emissions

Section 357-2, Definitions, is amended as follows:

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

ELECTRIC-GENERATING UNIT – Any fossil-fuel-fired combustion unit or a combination of units at a single facility located in the County of Suffolk with a single or aggregate nameplate capacity of more than 25 megawatts that serves as a generator which produces electricity for use or sale~~, or any fossil-fuel-fired combustion unit located in the County of Suffolk that produces steam for sale~~.

STEAM-GENERATING UNIT – Any fossil-fuel-fired combustion unit or a combination of units at a single facility located in the County of Suffolk ~~with a capacity of more than 25 megawatts that serves as a generator which produces electricity for use or sale, or any fossil-fuel-fired combustion unit located in the County of Suffolk~~ that produces steam for sale.

Chapter 370, Cemeteries

Article I, Pet Cemeteries and Crematoriums

Section 370-3B(1) is amended as follows: "All applications for licenses shall be submitted, in writing, on forms furnished by the lead agency and shall be accompanied by a nonrefundable application fee in the amount of $200. The fee for a license shall be $200 per annum. It shall ~~may~~ be renewed biennially for $400. No application fee shall be imposed on nonprofit or not-for-profit corporations or organizations."

Chapter 420, Drug Premises and Property

Article II, Forfeiture of Property Used in or Obtained Through Crime

Section 420-7K is amended as follows: "If, after a seizure of property has been made under § 420-6 of this article, it is determined that the noncriminal defendant of the property which constitutes the proceeds of an offense, the substituted proceeds of an offense, or an instrumentality of an offense, or the individual whose criminal actions precipitated the seizure,

has not been previously convicted at least once of a violation of New York Vehicle and Traffic Law § 1192(2), (2-a), (3), (4) or (4-a) or § 49-a of the New York Navigation Law or having been found guilty of violating § 1192-a or 1212 of the New York Vehicle and Traffic Law, then the property which constitutes the proceeds of an offense, the substituted proceeds of an offense, or an instrumentality of an offense so seized shall immediately be returned to its lawful owner as of the time of seizure."

Chapter 438, Emergency Shelters

Article I, Congregate Emergency Shelters

1. Section 438-3F(3) is amended to change "families" to "residents."
2. Section 438-C(1) is amended as follows: "The Division shall have the power to impose a civil fine, not to exceed $1,000, upon a person holding a certification or to suspend or revoke a certification or to deny an application for the renewal of a certification for any one or more of the following causes: . . ."

Article II, Access by County Representatives

Section 438-13A is amended to delete the County Department of Alcohol and Drug Abuse Services, which was repealed 6-29-1993 by L.L. No. 17-1993.

Chapter 441, Emergency Telephone System

1. This chapter is revised to change "Enhanced 911 Steering Committee" to "E-911 Commission" throughout.
2. The definition of "voice-over-Internet protocol service" in § 441-2 is revised to delete the following duplicate subsection: "Requires a broadband connection from the user's location."

Chapter 450, Environmental Quality Review

Statutory references in this chapter are updated as follows:

Code Section	Outdated NYCRR 617 Reference	Updated to NYCRR 617
450-5C	617.4(c)	617.14(c)
450-5H(3), I, J, K, M, O(1)	617.10	617.12
450-5L	617.14	617.9
450-5O(1) and P	617.9(c) and (d)	617.11(c) and (d)
450-8A	617.12	617.4
450-8B	617.13	617.5

Chapter 463, Filming

Section 463-6B is amended to change "Department of Health" to "Department of Health Services."

Chapter 494, Gasoline Sales

Article II, Water Contamination
This article is amended to change "Department of Weights and Measures" to "Bureau of Weights and Measures."

Article III, lead and Methyl Tertiary Butyl Ether Contamination
This article is amended to change "Department of Weights and Measures" to "Bureau of Weights and Measures."

Article V, Registration of Motor Fuel Distributors
Section 494-24 is added as follows:

§ 494-24. Definitions.
As used in this article, the following terms shall have the meanings indicated:

DEPARTMENT – The County Department of Consumer Affairs.

MOTOR FUEL – Liquid used as fuel for internal-combustion engines. This term shall specifically include, but not necessarily be limited to, gasoline, diesel fuel and gasohol.

Chapter 512, Hazardous Waste

Subsection C(2) of the definition of "hazardous waste" in § 512-3 is amended to change "Department of Fire Safety" to "Department of Fire, Rescue and Emergency Services."

Chapter 517, Home Improvement

Article I, Licensed Home Improvement Contractor Restitution Fund

1. The definition of "home improvement contracting" in § 517-1 is amended as follows:

HOME IMPROVEMENT CONTRACTING – Excluding work in the electrical and plumbing fields as defined by Chapter 563, Licensed Occupations, Article XI, Electricians and Plumbers, § 563-126, of the Suffolk County Code, any repair, remodeling, alteration, conversion, modernization, improvement or addition to residential property, and includes but is not limited to ~~alarm systems, painting~~ painting of residential structures, carpentry, fencing, driveways, exterminating, flooring, ductwork for heating, ventilating and air-conditioning systems, masonry, roofing, siding, swimming pools, and waterproofing, as well as other improvements to structures or upon land which is part of residential property, including landscaping and arboriculture, which as used herein shall mean tree sprayers, tree pruners, tree stump removers and all other tree services; but this definition shall not include the construction of a new home or work done by a contractor in compliance with a guaranty of completion on new residential property or the sale of goods by a seller who neither arranges to perform nor performs, directly or indirectly, any work or labor in connection with the installation of or application of the

goods or improvements to residences owned by or controlled by any government subdivision.

2. Section 517-2C is amended as follows: "The Suffolk County Treasurer and County Comptroller are hereby authorized, empowered and directed to deposit such funds as may be collected to the fund in a separate account. ~~The County Treasurer is hereby authorized to invest the proceeds of this account in any instruments authorized for the investment of reserve funds under § 6-f of the New York General Municipal Law.~~ All proceeds and earnings of such investments shall be retained in the fund and shall be utilized solely and exclusively for the purpose of that account."
3. Section 517-4C is amended to change "fee of $50" to "fee of $100."

Chapter 523, Hotels and Motels

Article II, Hotel and Motel Tax

Section 523-15E is amended to change "Department of Parks and Recreation" to "Department of Parks, Recreation and Conservation."

Chapter 528, Human Rights

Article II, Discriminatory Acts

1. Section 528-12C(4)(g) is amended as follows: "All complaints administratively dismissed pursuant to this section shall be reported in the Yearly Report of the Human Rights Commission ~~mandated by Chapter 89 of the Suffolk County Code~~ and will include: . . ."
2. Section 528-12C(5)(c) is amended as follows: "The terms of any conciliation agreement may contain such provisions as may be agreed upon by the Commission, the complainant ~~complaint~~ and the respondent, including a provision for the entry in court of a consent decree embodying the terms of the conciliation agreement."

Chapter 534, Incarceration Costs

This chapter is revised to change "Suffolk County jail" to "Suffolk County Correctional Facility."

Chapter 563, Licensed Occupations

1. Section 563-4A is amended to change "state or local public authority" to "state or local authority."
2. Section 563-6C is amended as follows: "Failure to make application and pay the required ~~annual~~ fee for a license renewal prior to the expiration date of said license shall render the license null and void on the expiration date. Compliance with the provisions of this section shall entitle the licensee to the renewal of his license, provided that such license has not been suspended or revoked by the Director prior to the expiration date."
3. Section 563-7B is amended as follows: "A licensee shall obtain ~~attain~~ a supplementary license for each additional place of business maintained by such licensee within the

County of Suffolk upon application therefor on a form prescribed by the Director and the payment of a per-annum fee of $50. Each such supplementary license shall have the word "supplementary" stamped across the face thereof, shall bear the same number as the original and shall be conspicuously posted in each additional place of business."

4. Section 563-17C is amended as follows: "All certificates of public liability and property damage insurance and workers' compensation shall be furnished to the Office by the applicant prior to the initial issuance of the license or at any time there is a change in insurance carrier. At the time of ~~the annual~~ license renewal, a sworn affidavit shall be required stating that all insurance is in effect or a certificate of insurance filed."
5. Section 563-25C is amended as follows: "Compensation. Each member of the Board shall be compensated at the rate of $100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than $1,500 in any calendar year."
6. Section 563-40 is amended as follows: "~~Notwithstanding the provisions of § 345-11A(4) herein,~~ Every applicant for a precious metal and gem exchange license shall submit a five-thousand-dollars bond or, for renewal of a license, evidence of a bond issued in favor of the licensee. This bond shall be for the purpose of guaranteeing payments up to the face amount of the bond for bank drafts or other negotiable instruments issued by the licensee in exchange for the purchase of precious metals and gems. All bonds must be conditioned so that the licensee will observe all laws in relation to precious metal and gem dealers and will conduct business in conformity thereto. Such bond shall remain in force during the entire period for which the license is valid. The Director may establish rules and regulations concerning the amount of a bond to be posted upon proper notice to the licensee."
7. Subsection A of the definition of "dealer in secondhand articles" in § 563-49 is amended as follows: "Any person, corporation, partnership or other entity and its employees that, as a business, transacts more than five deals in the purchase or sale of the following secondhand articles within a twelve-month period: . . ."
8. Section 563-78A is amended to change "state or local public authority" to "state or local authority ('public authority')."
9. Section 563-93A is amended to change "state or local public authority" to "state or local authority ('public authority')."

Chapter 575, Living Wage

Section 575-3G is amended to change "Department of Human Resources and Civil Service" to "Department of Human Resources, Personnel and Civil Service."

Chapter 586, Mammography

Article I, Public Education Program

Section 586-2A is amended to change "Commissioner" to "Commissioner of Health Services" and to change "Division of Women Services" to "Office of Women's Services."

Chapter 599, Motor Fuel Facilities

Section 599-5C is amended as follows: "A violation of this chapter shall subject the violator to a ~~civil~~ fine of up to $2,000 or imprisonment for up to 30 days, or both, imposed in accordance with § 361-6 of this chapter."

Chapter 633, Open Space Preservation

1. The definition of "approving authority" in § 633-2 is amended as follows: "The Department of Health Services, Department of Public Works, Suffolk County Sewer Agency, or the Suffolk County Planning Commission ~~or the Suffolk County Pine Barrens Commission~~."
2. The definition of "Commissioner" in § 633-2 is amended as follows: "The Commissioner of the Suffolk County Department of ~~Real Estate~~ Environment and Energy, Division of Real Property Acquisition and Management."

Chapter 639, Off-Street Parking

Article I, Traffic Regulations on County-Owned Property

Section 639-13B(1) is amended to change "Purchasing Division, in the County Department of Audit and Control" to "Purchasing Division, in the County Department of Public Works ~~Audit and Control~~."

Chapter 647, Pest Control

Article I, Pest Control Policy

Section 380-4, Pest management plan; Committee, is deleted.

Chapter 656, Planned Retirement Communities

Article II, Homeowners' Right of First Refusal

1. Section 656-16E is amended to delete the reference to Administrative Code § A32-2I or J and to replace it with a reference to Administrative Code § A42-3.
2. The following lead-in paragraph is added to § 656-20: "Except as set forth in § 656-19C for violations of that section, the following penalties shall apply to violations of this article: . . ."

Chapter 668, Polygraph Examinations

Article I, Examination of Minors

Section 668-4 is amended to read as follows: "Failure to comply with § 668-3 of this article shall constitute a misdemeanor, punishable by a fine of up to but not more than $500 or imprisonment for not more than one year, or both. ~~Upon conviction of a violation of this article, the Commissioner shall immediately withdraw any registration and license of such individual or business issued pursuant to Local Law No. 30-1985.~~"

Chapter 735, Senior Citizens Bill of Rights

Section 735-2B is amended to change "Office of Aging" to "Office for the Aging."

Chapter 740, Sewers

1. The following Code of Federal Regulations references are updated:

Section	Definition	Former Reference	Updated Reference
740-1	"objectionable, prohibited or limited wastes," Subsection (1)	40 CFR 403.3(p)	40 CFR 403.3(r)
740-1	"pretreatment"	40 CFR 403.3(q) 40 CFR 403.3(r)	40 CFR 403.3(s) 40 CFR 403.3(t)
740-1	"significant industrial user"	40 CFR 403.3(t)	40 CFR 403.3(v)

2. The definition of "significant industrial user" in § 740-1 is amended as follows: 'Any industrial or commercial discharger to County sewage works which meets the criteria specified in 40 CFR 403.3(t), which states: "(i) All industrial users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; and (ii) any other industrial user that: (a) discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); (b) contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; (c) or is designated as such by the Control Authority ~~as defined in 40 CFR 403.12(a)~~ on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement in accordance with 40 CFR 403.8(f)(6)."'
3. Section 740-35A(1) is amended to change "§ 50.05 of the Penal Law" to "§ 80.05 of the Penal Law."

Chapter 763, Stormwater Management

Article I, Protection of Recharge Basins

Former § 446-7, Management and protection regulations, is deleted.

Chapter 779, Tax Grievance Consultants

Section 779-5A is amended as follows: "All applications for licenses shall be submitted in writing on forms furnished by the Office ~~and shall be accompanied by a nonrefundable application fee in the amount of $25~~."

Chapter 818, Vehicles and Traffic

Article VI, Seizure of Vehicles Engaged in Unlawfully Fleeing Police Officers

The definition of "police officer" in § 818-38 is amended to change "§ 1.20 of the New York Penal Law" to "§ 1.20 of the New York Criminal Procedure Law."

Chapter 826, Vehicles, Vending

Section 826-9 is amended to change "Suffolk County Jail" to "Suffolk County Correctional Facility."

Part III: Resolutions

Chapter 865, Animals

Article I, Responsible Dog Ownership Program; Animal Cruelty Prevention; Animal Bites Registry

1. The statutory references in § 865-2 are updated to Agriculture and Markets Law § 110, Subdivision 1.

2. Former §§ 550-8.1, RFP Committee for Prevention of Cruelty to Animals, and 550-8.2, Process required for awarding of contracts, are deleted.

Article II, Safe Pets and Families Program
The statutory reference in § 865-7 is updated to § 110(1) of the New York Agriculture and Markets Law.

Chapter 869, Apprenticeship Training

Section 869-4 is revised to correct the Charter reference to § C8-2W.

Chapter 874, Capital Projects

Former § 572-1, Reports required for 1989, has been removed from the Code as its provisions are no longer in effect.

Chapter 880, Child Protection

Article II, Child Sexual Abuse Reporting Policy
This article is revised to change "sodomy" to "criminal sexual act" in accordance with state law.

Chapter 913, Drug Enforcement

Article I, Transfer of Federally Seized Property
Section 913-4A is amended as follows: "The Suffolk County Department of Audit and Control, or any successor department thereto, shall examine, audit and verify all books, records and accounts kept by the Suffolk County Sheriff, pertaining to County forfeiture funds and shall provide a written determination of the regularity, legality and correctness of appropriations and/or expenditures made in connection with such funds to the County Executive and to each

member of the County Legislature no later than May 31 of each year~~, in accordance with the provisions of § A19-1 of the Suffolk County Administrative Code~~."

Chapter 935, Employee Benefits

Article VI, Leaves of Absence for national Veterans Organization Conventions
Section 935-26 is amended as follows: "The Personnel Officer of the County Department of Human Resources, Personnel and Civil Service is hereby authorized, empowered and directed~~, pursuant to § C6-2C of the Suffolk County Charter,~~ to grant a leave of absence with pay to any County employee who is a designated delegate or alternate to a state or national convention of a national veterans organization, as long as each such leave does not exceed three business days."

Chapter 939, Energy Efficiency

Article I, County Construction Projects
Section 939-1 is revised to correct the Charter reference to § C8-2W.

Chapter 948, Fees and Charges

Article V, Highway Work Fees
Section 948-14B is amended to update the statutory reference to General Municipal Law § 239-f.

Chapter 981, Investment Policy

Section 981-7 is amended as follows: "The banks and trust companies authorized for the deposit of County monies are designated each year at the organizational meeting of the Suffolk County Legislature. ~~Currently Resolution No. 8, dated January 3, 2006, is in effect pursuant to § 212 of the New York County Law.~~"

Chapter 1060, Property, Sale of

Article II, Auction of Surplus or Obsolete Equipment
Section 1060-6 is amended as follows: "The County Department of Information Technology ~~Division of Information Services within the County Department of Human Resources, Personnel, and Civil Service~~ is hereby authorized, empowered, and directed~~, pursuant to § C6-2C of the Suffolk County Charter,~~ to cooperate with the County Division of Purchasing in preparing such surplus or obsolete computers, fax machines, copiers, printers, electronic equipment, mechanical equipment, or computer equipment for eligibility and availability for disposition by public auction, further."

Chapter 1083, Regional Planning Council

Section 1083-5 is amended to change "Department of Health" to "Department of Health Services."

Chapter 1091, Reserve Funds

Article I, Deb Stabilization Reserve Fund
Former § 719-5, Investment of funds, is deleted.

Chapter 1118, Sewer Agency

Former § 772-5A(1), regarding the appointment of engineers for the first stage of Sewage Disposal District No. 1, is deleted.

Chapter 1122, Sex Offender Policies

Article VII, GPS Tracking of Homeless Offenders
Section 1122-19C is amended to change "County Jail" to "County Correctional Facility."

Chapter 1155, Transportation Advisory Board

Former §§ 835-13, requiring an initial report of findings and recommendations for action, and 835-14, prohibiting the above report from being created by outside consultants, are deleted.

Chapter 1162, Vector Control

Article I, "No Spray" List
Former § 848-7, Aerial Spraying Committee, is deleted.

OFFICE OF THE COUNTY LEGISLATURE

1688

COUNTY OF SUFFOLK

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DATE: JULY 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A LOCAL LAW TO PROVIDE FOR THE CODIFICATION OF THE LOCAL LAWS AND CERTAIN RESOLUTIONS OF THE COUNTY OF SUFFOLK INTO A MUNICIPAL CODE TO BE DESIGNATED THE "CODE OF SUFFOLK COUNTY"

SPONSOR: PRESIDING OFFICER LINDSAY

DATE OF RECEIPT BY COUNSEL: 7/27/2011 PUBLIC HEARING: 8/16/2011

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

This proposed local law effectuates an update and recodification of the County's administrative local laws, regulatory local laws and resolutions consistent with recommendations made by General Code Publishers after a lengthy editorial review and analysis.

The proposed local law contains a Derivation Table which describes in detail how the chapters of the current Code will be distributed in the updated Code. The derivation table also shows which chapters of the current code do not appear in the updated Code.[1]

The law contains a second table which makes numerous technical changes and corrections within the updated Code.

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-codification-local-laws

[1] Laws that appear in the current Code are being repealed or removed for a variety of reasons, i.e. they were struck down by the Courts, are preempted by subsequent state or federal enactments, are no longer effective, were never implemented, etc.

1689

Intro. Res. No. -2011
Introduced by Legislator Cooper

Laid on Table 8/2/11

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW MANDATING PROMPT REPORTING OF CHILDREN MISSING IN SUFFOLK COUNTY ("CAYLEE'S LAW")

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW MANDATING PROMPT REPORTING OF CHILDREN MISSING IN SUFFOLK COUNTY ("CAYLEE'S LAW")**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW MANDATING PROMPT REPORTING OF CHILDREN MISSING IN SUFFOLK COUNTY ("CAYLEE'S LAW")

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 over 2,000 children go missing in the United States each day.

This Legislature also finds and determines that prompt reporting of a missing child is important to aid in their swift and safe return.

This Legislature further finds and determines that since 2008, the nation has been gripped by the story of Caylee Anthony, a young child who went missing and was eventually found dead.

This Legislature finds that Caylee Anthony was not reported missing by her mother for 31 days after her initial disappearance.

This Legislature determines that parents and guardians who have been entrusted with the care of a child should be obligated to report their child missing within 24 hours or face serious consequences for failure to do so.

This Legislature also finds that failure to report a child missing within 24 hours should be a criminal act subject to significant penalties.

Therefore, the purpose of this law is to require a parent or guardian of a child to report their child missing within 24 hours of discovering the child's disappearance.

Section 2. Definitions.

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

"GUARDIAN" shall mean any natural person who has been charged with ensuring the safety and well-being of a minor for a period of twenty four (24) hours or longer. This term shall not apply to any person responsible for a minor for less than a twenty four (24) hour period.

"LAW ENFORCEMENT" shall mean the Suffolk County Police Department or, if the minor goes missing outside of the Police District, a town or village police department.

"MINOR" shall mean any natural person under the age of eighteen (18) years.

"PARENT" shall mean the mother or father of a minor.

Section 3. Requirements.

If a minor goes missing in the County of Suffolk, the minor's parent or guardian must report same to law enforcement within 24 hours of discovering the minor's disappearance.

Section 4. Penalties.

Violation of this law shall constitute an unclassified misdemeanor, punishable by a fine of up to one thousand dollars ($1,000.00) and/or up to one year's imprisonment.

Section 5. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

Section 6. 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 7. 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 8. 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:

s:\laws\l-missing child caylees law

1689

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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DATE: July 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A LOCAL LAW MANDATING PROMPT REPORTING OF CHILDREN MISSING IN SUFFOLK COUNTY ("CAYLEE'S LAW")

SPONSOR: LEGISLATOR COOPER

DATE OF RECEIPT BY COUNSEL: 7/27/11 PUBLIC HEARING: 8/16/11

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

This proposed local law would require the parent or guardian[1] of a minor to report the disappearance of a minor to law enforcement within 24 hours of discovering such disappearance.

Violation of this law shall constitute an unclassified misdemeanor, punishable by a fine of up to $1,000 and/or up to one year's imprisonment.

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-caylees law

[1] "Guardian" is defined as "any natural person who has been charged with ensuring the safety and well-being of a minor for a period of 24 hours or longer. This term shall not apply to any person responsible for a minor for less than a 24 hour time period."

1690

Intro. Res. No. -2011 Laid on Table 8/2/11
Introduced by Legislator Horsley

RESOLUTION NO. -2011, AMENDING RESOLUTION NO. 196-2011, ESTABLISHING THE LONG ISLAND FIRST WORKING GROUP

WHEREAS, Resolution No. 196-2011 established the Long Island First Working Group to devise ways to market and advertise Long Island businesses to Long Islanders, explore existing channels for such marketing, facilitate an environment which encourages residents to purchase Long Island-based products, services and labor, and develop new means to advertise these services in the Long Island marketplace; and

WHEREAS, due to recent changes in the Long Island Regional Planning Council, the composition of the Long Island First Working Group needs to be amended; now, therefore be it

1st **RESOLVED**, that the 2nd RESOLVED clause of Res. 196-2011 is hereby amended to read as follows:

2nd **RESOLVED**, that this Working Group shall consist of the following twenty eight (28) members:

1.) the chairperson of the Suffolk County Legislature's Economic Development, Higher Education and Energy Committee, or his or her designee;

2.) the chairperson of the Nassau County Legislature's Community Development and Labor Committee, or his or her designee;

3.) the Commissioner of the Suffolk County Department of Economic Development and Workforce Housing, or his or her designee, who shall serve as co-chair;

4.) the Commissioner of the Nassau County Department of Economic Development, or his or her designee, who shall serve as co-chair;

5.) the Regional Director of the New York State Empire State Development Corporation;

6.) a Town Supervisor from Suffolk County, to be selected by the chairmen of the committee;

7.) a Town Supervisor from Nassau County, to be selected by the chairmen of the committee;

8.) a representative of the Suffolk County Village Officials Association;

9.) a representative of the Nassau County Village Officials Association;

10.) a representative of the Long Island Farm Bureau;

11.) a representative of the Long Island Association;

12.) a representative of the Long Island Federation of Labor;

13.) a representative of the Long Island Forum for Technology;

14.) a representative of the Hauppauge Industrial Association;

15.) a representative of the Long Island Software and Technology Network;

16.) a representative of the Nassau Chamber of Commerce;

17.) a representative of the Melville Chamber of Commerce;

18.) a representative of the Hauppauge Industrial Development Association;

19.) a representative of the Long Island Convention and Visitors Bureau;

20.) a representative of the Long Island Board of Realtors;

21.) a representative of the health care industry, to be selected by the legislative committee chairpersons appointed to this Working Group;

22.) a representative of the education industry, to be selected by the legislative committee chairpersons appointed to this Working Group;

23.) a representative of the manufacturing industry, to be selected by the legislative committee chairpersons appointed to this Working Group;

24.) a representative from Long Island's State Parks;

25.) a representative of the professional, scientific or technical services industry, to be selected by the legislative committee chairpersons appointed to this Working Group;

26.) a representative of the financial and banking industry, to be selected by the legislative committee chairpersons appointed to this Working Group;

27.) a representative of the arts, cultural and entertainment industry, to be selected by the legislative committee chairpersons appointed to this Working Group;

28.) a representative of the information technology industry, to be selected by the legislative committee chairpersons appointed to this Working Group;

and be it further

2nd **RESOLVED**, that the 3rd RESOLVED clause of Res. 196-2011 is hereby amended to read as follows:

3rd **RESOLVED**, that the Working Group shall hold its first meeting no later than thirty (30) days after the oaths of office of all members have been filed, which meeting shall be convened by the chairmen of Working Group, for the purpose of organization and the appointment of a vice chairperson and a secretary; and be it further

and be it further

3rd **RESOLVED**, that the 8th RESOLVED clause of Res. 196-2011 is hereby amended to read as follows:

8th **RESOLVED**, that there shall be an eight (8) member Steering Committee consisting of the following members:

1. the chairperson of the Suffolk County Legislature's Economic Development, Higher Education and Energy Committee, or his or her designee

2. the chairperson of the Nassau County Legislature's Community Development and Labor Committee, or his or her designee;

3. the Commissioner of the Suffolk County Department of Economic Development and Workforce Housing, or his or her designee, who shall serve as co-chair;

4. the Commissioner of the Nassau County Department of Economic Development, or his or her designee, who shall serve as co-chair;

5. the Town Supervisor from Suffolk County;

6. the Town Supervisor from Nassau County;

7. the representative of the Suffolk County Village Officials Association;

8. the representative of the Nassau County Village Officials Association.

and be it further

and be it further

4th **RESOLVED**, that all other provisions of Res. 196-2011 shall remain in full force and effect; and be it further

5th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency

administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-amend-LI-first-working-group

Intro. Res. No. 1691 -2011
Introduced by Legislator Nowick

Laid on Table 8/2/2011

RESOLUTION NO. -2011, TO AMEND THE USER FEE SCHEDULE FOR SUFFOLK COUNTY PARKS TO IMPLEMENT A DISCOUNTED WEEKEND RESIDENT JUNIOR GOLF FEE

WHEREAS, the Suffolk County Parks System contains four distinct and diverse golf courses that are open from mid-March through December, weather permitting; and

WHEREAS, the County's golf courses have a twilight discount rate included in the County's golf fees in Section 688-3 of the Suffolk County Code but by which the calendar days and times are set by the Parks Department; and

WHEREAS, the County's golf courses would benefit from an increase in patronage after 11:00 a.m. and prior to the twilight discount rate on the weekend; and

WHEREAS, according to the U.S. Census Bureau, the population in Suffolk County in 2010 was 1,493,350, of which 24.2% (approximately 361,391) were persons under 18 years old; and

WHEREAS, attracting golf patrons that are under the age of 18 with a weekend resident junior golf discount for resident juniors that are accompanied by a paying golf patron that is 18 years old or older and who play 18 holes of golf after 11:00 a.m. and prior to the twilight discount rate on the weekend will increase golf patronage during this time frame and will potentially increase the younger generations interest in playing golf; and

WHEREAS, it is the desire of the Legislature to provide a weekend resident junior golf discount for resident juniors that are accompanied by a paying golf patron that is 18 years old or older and who play 18 holes of golf after 11:00 a.m. and prior to the twilight discount rate on the weekend to increase the County's golf patronage and increase the younger generations interest in playing golf; and

WHEREAS, with the inclusion of this proposed resident junior weekend golf discount, a resident junior playing golf would have the following golf fee schedule options:

Weekday, excluding holidays
18 Holes of Golf:
- $10.00 Junior (under 18) discount rate
- $9.00 Twilight discount rate, Junior (under 18)

9 Holes of Golf
- $8.00 Junior

Weekend and holidays
18 Holes of Golf:
- $30.00 before 11:00 a.m.
- $10.00 after 11:00 a.m. and prior to the twilight discount rate, Junior (under 18) accompanied by a paying golf patron 18 years old or older (Limited to three Juniors per 18 or older paying golf patron)

- $18.00 Twilight discount rate Weekend, and holidays

9 Holes:
- $18.00 Junior

and

WHEREAS, the Suffolk County Charter in § C28-3 states that all fees and charges must be approved by the County Legislature before they become effective and the County Legislature shall have the authority, by duly enacted resolution, to supersede an action or determination of the Board (Park Trustees) and otherwise establish County policy in all matters having to do with the fees and charges at parks and recreation facilities; now, therefore be it

1st **RESOLVED**, that the County's golf fees in Section 688-3 of the Suffolk County Code are hereby amended to read as follows:

Discount rate weekday, excluding holidays **[**(no discount rate on weekends)**]** for:	
Senior citizen; handicapped	$17.00
Junior (under 18) discount rate	$10.00
Discount rate weekend and holidays for:	
Junior (under 18) accompanied by a paying golf patron 18 or older after 11:00 a.m. and prior to the twilight discount rate (Limited to three Juniors per 18 or older paying golf patron)	$10.00

and be it further

2nd **RESOLVED**, that the effective date of this park fee schedule amendment will be at the discretion of the County Department of Parks, Recreation and Conservation but prior to the start of the 2012 golf season; and be it further

3rd **RESOLVED**, that this program shall be implemented under the supervision of the Commissioner of the County Department of Parks, Recreation and Conservation, which Department shall promulgate rules and regulations to implement this Resolution; and be it further

4th **RESOLVED**, that eligibility under this program shall be conditioned upon the same submission criteria that the Suffolk County Department of Parks, Recreation and Conservation currently uses for existing discounts for resident juniors, along with submission of proof that the individual that they are accompanied by a paying golf patron that is 18 or older; and be it further

5th **RESOLVED**, nothing contained herein is intended to revoke or amend the exemptions contained in Sections 688-4 and 688-5 of the Suffolk County Code, which remain in full force and effect; and be it further

6th **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:

T:\BRO\Golf - Discounted Weekend Junior Golf Fee - Nowick.doc

Intro. Res. No. 1692 -2011 Laid on Table 8/2/2011
Introduced by Legislator Nowick

RESOLUTION NO. -2011, TO AMEND THE USER FEE SCHEDULE FOR SUFFOLK COUNTY MARINAS

WHEREAS, over the last few years the County has been considering either privatizing the marinas or raising the County's marina fees; and

WHEREAS, the following brief history shows that it has been found it is in both the County's and the boating community's interest to not privatize the County's three marinas with boat slips but instead increase the County's marina fees and implement a flat fee for electric in order to operate the County's marinas without a loss to the County; and

WHEREAS, at the request of the County Executive, a formal Request for Expressions of Interest (RFEI) For A License to Renovate and Operate A Marina Concession was advertised in July 2009; and

WHEREAS, the September 2009 release of the 2010 Recommended Operating Budget included the assumed privatization of the County's marinas, which subsequently was not adopted; and

WHEREAS, the March 2010 Suffolk County Department of Parks Marina RFEI Report of the RFEI Evaluation Committee "...concluded that while the RFEI process provided meaningful analysis and recommendations, marina operation, management, ownership and control should be retained completely by the County but should be improved and enhanced to render the marinas more financially self-sufficient."; and

WHEREAS, the report also found that the County received significant public comment from constituents who utilize the marinas that were "afraid of both the financial ramifications and operational restrictions that would be brought about by privatization"; and

WHEREAS, the report further states that "A large number of letters, emails and phone calls were received in response to the RFEI and all expressed concern about the opposition to the concept of privatization"; and

WHEREAS, Resolution No. 1057-2009 adopted Local Law No. 2-2010 to regulate the privatization of County owned marinas by requiring public hearings and legislative approval for any proposed privatization of County marina facilities; and

WHEREAS, Resolution No. 1057-2009 stated, "while privatization of public facilities is appropriate in certain instances, allowing boaters easy and affordable access to Suffolk County waters is a fundamental policy goal of this Legislature"; and

WHEREAS, the County Executive's veto message to Resolution No. 1057-2009 indicated that the "...executive branch believed that the county taxpayers were subsidizing those who were fortunate enough to have their boats docked at a public marina.", and

WHEREAS, the County Executive's veto message goes on to say that "It was agreed that rather than pursuing privatization at this point, the fee structure should be increased to be closer to the market value."; and

WHEREAS, in February 2010, the Suffolk County Legislature voted unanimously to override the County Executive's veto of Resolution No. 1057-2009 and adopted a Local Law to regulate the privatization of County owned marinas; and

WHEREAS, in March 2011, Resolution No. 103-2011 amended the user fee schedule for Suffolk County Parks as the 2011 Adopted Operating Budget included revenues for increased park fees; and

WHEREAS, although the County's marina fees were increased pursuant to Resolution No. 103-2011, they are still below market value when compared to other local municipalities with marinas; and

WHEREAS, amongst the sixteen recommendations of the March 2010 Suffolk County Department of Parks Marina RFEI Report of the RFEI Evaluation Committee was a recommendation to:

> Increase both seasonal and transient fees by approximately 20% while still maintaining an affordable marina opportunity. Be cognizant of fees charged by other municipalities so as not to increase rates to a point that patrons are driven away to non-County marinas thereby decreasing revenue;

and

WHEREAS, the RFEI Evaluation Committee also recommended:

> Charge patrons a new, separate fee for their use of electricity – an expense which was previously absorbed by the Parks Department. This will ensure that the additional utility costs, especially those caused by larger boats or those which use significant amenities (such as air conditioning) pay more of their fair share. (Implementation of a flat fee could occur immediately whereas metering would require an additional upfront capital cost to the County which would take much longer to procure and fully install.);

and

WHEREAS, in April 2011, Introductory Resolution No. 1323-2011 was laid on the table, which directs the issuance of a RFEI and RFP in connection with the County's marinas with boat slips; and

WHEREAS, it is the desire of the Legislature to allow boaters easy and affordable access to Suffolk County waters; and

WHEREAS, a new flat rate electric fee will need to be added to the County's marina fees; and

WHEREAS, the flat rate electric fee for all boaters with a seasonal contract will be $100 per season where the slip rented has access to electric service, regardless of whether or not the renter chooses to avail themselves of the service; and

WHEREAS, the flat rate electric fee for transient boaters will be $10 per day; and

WHEREAS, even with the proposed twenty percent increase in marina fees and implementation of a flat fee for electric, the County's three marinas with boat slips would still be

an affordable, comparably less than the majority of other municipalities, option for the boating community; and

WHEREAS, the County maintains a wait list for its boat slips that can be utilized if a boat slip patron chooses to no longer dock his or her vessel at a County owned and operated marina; and

WHEREAS, the County has been charging a minimum fee for seasonal boat slips that has not been updated; and

WHEREAS, the minimum fee for seasonal boat slips is based on a formula that utilizes boat size and the County's per foot marina fee; and

WHEREAS, the current minimum seasonal contract for a boat slip at Timber Point West of $700 and Timber Point East and Shinnecock of $900 is based on the marina fees that were in place in 2010;

WHEREAS, the formula for the minimum fee for a seasonal boat slip historically has used eighteen (18) feet for Timber Point West and twenty-one (21) feet for Timber Point East and Shinnecock marinas; and

WHEREAS, pursuant to the proposed per foot seasonal contract marina fees, the minimum seasonal contract fee would need to be increased from $700 to $972 at Timber Point West and from $900 to $1,260 at Timber Point East and Shinnencock; and

WHEREAS, the Suffolk County Charter in § C28-3 states that all fees and charges must be approved by the County Legislature before they become effective and the County Legislature shall have the authority, by duly enacted resolution, to supersede an action or determination of the Board (Park Trustees) and otherwise establish County policy in all matters having to do with the fees and charges at parks and recreation facilities; now, therefore be it

1st RESOLVED, that marina fees in Section 688-3 of the Suffolk County Code are hereby amended to read as follows:

Marina fees [per foot] seasonal contract		
Timber Point West	[$45.00]	$54.00 per foot; $972 minimum
Timber Point East and Shinnecock	[$50.00]	$60.00 per foot; $1,260 minimum
Winter storage		$20.00 per foot
Waiting list fee [per year]		$18.00 per season
Electric, for all boat slips with electric service		$100.00 per season
Marina transient fees per day		
In season:		
Resident - weekday, excluding holidays	[$40.00]	$48.00
Resident - weekend and holidays	[$45.00]	$54.00
Nonresident - weekday, excluding holidays	[$60.00]	$72.00
Nonresident - weekend and holidays	[$70.00]	$84.00
Off season:		
Resident - weekday, excluding holidays	[$30.00]	$36.00

Resident - weekend and holidays	[$35.00]	$42.00
Nonresident - weekday, excluding holidays	[$50.00]	$60.00
Nonresident - weekend and holidays	[$60.00]	$72.00

Electric, for all boat slips with electric service	$10.00

2nd RESOLVED, that the effective date of this marina fee schedule amendment will be at the discretion of the County Department of Parks, Recreation and Conservation but prior to the Parks Department's billing for the 2012 marina season; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

T:\BRO\Marina Fees - Nowick.doc

1693

Intro. Res. No. 2011 Laid on Table 8/2/11

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING $22,656.00 ADDITIONAL FEDERAL PASS THROUGH GRANT FUNDS FROM THE NYS DEPARTMENT OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION FOR THE S.T.O.P. VIOLENCE AGAINST WOMEN ACT PROGRAM WITH 100% SUPPORT

WHEREAS, The New York State Division of Criminal Justice Services has awarded to Suffolk County $22,656 in federal funds under the STOP Violence Against Women Act Grant Program for the period 08/01/11 – 09/30/11 as a bridge award until the full grant renewal is awarded; and

WHEREAS, The funds allow for the continuation of existing services between Suffolk County and the community based organizations addressing sexual assault and domestic violence through a coordinated effort; and

WHEREAS, the STOP Violence Against Women Act Funds are used to continue the efforts of the Police and the following community agencies: VIBS Family Violence & Rape Crisis Center, Suffolk County Coalition Against Domestic Violence, Brighter Tomorrows, Inc., and The Retreat, Inc.; and

WHEREAS, the program plan includes $22,656.00 for the 2011 operating budget to continue this initiative; and

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

REVENUES:	AMOUNT
001-4320 Federal Aid: Criminal Justice Programs	$22,656.00

TO:

Suffolk County Probation Department
DCJS SVAW ACT
001-PRO-3178
$22,656.00

4000-Contractual	2011 Adopted	Increase/Decrease	2011Modified budget
4980-GDXX Brighter Tomorrows	$0	$3,135.00	$3,135.00
4980-GDF1 The Retreat	$0	$4,927.00	$4,927.00
4980-GDE1 Suffolk Coalition	$0	$4,666.00	$4,666.00

4980-GDD1 VIBS	$0		$9,928.00	$9,928.00
		Total	$22,656.00	$22,656.00

2nd **RESOLVED,** that the County Executive will assign activity (pseudo) codes to the Probation Department for Brighter Tomorrows through Introductory Resolution 1218-2011; and be it further

3rd **RESOLVED,** that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

COUNTY OF SUFFOLK

1693

CRIMINAL JUSTICE COORDINATING COUNCIL

STEVE LEVY
Suffolk County Executive

GERARD J. COOK
Director

7/26/2011

Ken Crannell
Deputy County Executive

Enclosed please find 2 copies of a resolution packet prepared by the Suffolk County CJCC to accept grant funding from the NYS Division of Criminal Justice Services for the STOP Violence Against Women Act Grant Program due to expire on July 31, 2011. The new award is a Bridge Award to extend the program by two months for the period of 08/01/2011 to 09/30/2011 until the State issues a new contract in October. This will require a Certificate of Necessity (CN) to expedite the award given that it will expire September 30, 2011. A copy of the grant award is included. Please feel free to contact me at 2-6825 if you have any questions.

Thank you.

Robert C. Marmo, Ph.D.
Chief Planner
CJCC

Cc: Christopher Kent, Chief Deputy County Executive
Gerard J. Cook, Director

YAPHANK AVENUE
PO BOX 205
YAPHANK, NEW YORK 11980
(631) 852 - 6824/6825

STATE AGENCY Division of Criminal Justice Services 4 Tower Place Albany, NY 12203	NYS COMPTROLLER'S NUMBER: T543645 (Contract Number) 1693 ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAMS: Violence Against Women DCJS NUMBERS: VW09543645 CFDA NUMBERS: 16.588
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000	INITIAL CONTRACT PERIOD: FROM 08/01/2011 TO 09/30/2011 FUNDING AMOUNT FROM INITIAL PERIOD: $22,656.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT _X_ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan ___ APPENDIX F Guidelines for the Control and Use of Confidential Funds ___ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment _X_ Other (Identify)

IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Mr. Ed Dumas , Chief Deputy County Executive for Policy and Communications Date:

ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Award Contract **Violence Against Women**

Project No.	**Grantee Name**	
VW11-1006-D00	Suffolk County	07/25/2011

AGREEMENT

STATE OF NEW YORK
AGREEMENT
This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

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WITNESSETH:
WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;
NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:
I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.
To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

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B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract **Violence Against Women**

Project No.	**Grantee Name**	
VW11-1006-D00	Suffolk County	07/25/2011

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York,

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Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevail-ing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at indepen¬dently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participa¬ting, or shall participate in an international boycott in viola-tion of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspec¬tion, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Offi¬cers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is

either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termina¬tion and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article

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11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifica¬tions and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize oppor¬tunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803 http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
June 2011

Certified by - on

Award Contract **Violence Against Women**

Project No.	**Grantee Name**	
VW11-1006-D00	Suffolk County	07/25/2011

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds $15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for $15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New

York. If this Agreement is for $50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:
A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.
B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants

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Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.
B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to $999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between $1,000 and $4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between $5,000 and $9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of $10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

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1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
5. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than $500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:
Calendar Quarter; Report Due
January 1 - March 31; May 15
April 1 - June 30; August 15
July 1 - September 30; November 15
October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must,

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at a minimum, include the following information:

-Activities to be performed;
-schedule;
-Project policies;
-Other policies and procedures to be followed;
-Dollar limitation of the Agreement;
-Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
-Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).
B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

-OMB Circular A 21, Cost Principles for Educational Institutions;
-OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
-OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
-OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
-OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.
B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.
C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of

a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

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Award Contract **Violence Against Women**

Project No.	**Grantee Name**	
VW11-1006-D00	Suffolk County	07/25/2011

APPENDIX B - Budget Summary by Participant

Suffolk County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Advocate (VIBS) .025% of $34,410 FTE annual salary	1	$892.00	$892.00	$892.00	$0.00
2	Bilingual Counselor (Retreat) .035% of $20,085 annual salary	1	$716.00	$716.00	$716.00	$0.00
3	Court Coordinator/Advocate (SCCADV) .134% of $ $34,671 FTE annual salary	1	$4,666.00	$4,666.00	$4,666.00	$0.00
4	SANE Director (VIBS) .146% of $48,182 FTE annual salary	1	$7,078.00	$7,078.00	$7,078.00	$0.00
5	Advocate (Retreat) .085% of $40,000 annual salary	1	$3,417.00	$3,417.00	$3,417.00	$0.00
6	Counselor (Retreat) .022% of $36.036 annual salary	1	$794.00	$794.00	$794.00	$0.00
7	Advocate (Brighter Tomorrows) approx. 17 hrs wk @ $15.92 per hr	1	$2,508.00	$2,508.00	$2,508.00	$0.00
8	SANE on call (VIBS) $5 per hr for approx 115 hrs.	1	$578.00	$578.00	$578.00	$0.00
9	Bilingual Counselor (VIBS) .017% of $40,733 FTE	1	$704.00	$704.00	$704.00	$0.00
Total				$21,353.00	$21,353.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Advocate (Brighter Tomorrows) 19%	1	$476.00	$476.00	$476.00	$0.00
2	SANE Director (VIBS) 9.55%	1	$676.00	$676.00	$676.00	$0.00
Total				$1,152.00	$1,152.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Accounting (Brighter Tomorrows) 5% of grant	1	$151.00	$151.00	$151.00	$0.00
Total				$151.00	$151.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$22,656.00	$22,656.00	$0.00

Suffolk County Probation Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds

	$22,656.00	$22,656.00	$0.00

Award Contract **Violence Against Women**

Project No. **Grantee Name**

VW11-1006-D00 Suffolk County 07/25/2011

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.state.ny.us/ofpa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (http://caselaw.lp.findlaw.com/nycodes/c113/a19.html). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

-Detailed Itemization of Personal Service Expenditures
-Detailed Itemization of Non-Personal Service Expenditures
-Detailed Itemization of Consultant Expenditures
-Expert witness agreement and supporting documentation
-Voucher and Fiscal Cost Report signed
-Written documentation of all required DCJS prior approvals as follows:
-DCJS approval of non-competitive consultant.
-DCJS approval of non-competitive vendor for services.
-DCJS approval of consultant services reimbursement greater than $450 per eight hour day.
-DCJS approval of change to Personal Services by more than 10 percent.
-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
-DCJS approval to subaward to another organization.
-DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
-DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
-DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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Award Contract **Violence Against Women**

Project No.	**Grantee Name**	
VW11-1006-D00	Suffolk County	07/25/2011

APPENDIX D - Work Plan

Goal

The goals for this project are: 1) to mobilize public and private resources to reduce the incidence of violence against women, especially in the forms of sexual assault and domestic violence; and 2) to enhance services to victims of sexual and domestic violence, improving the chances that victims will cooperate with prosecution against assailants and promoting recovery from trauma.

Special focus will be given to the under-served communities and populations.

Objective #1

VIBS will enhance sexual assault victim treatment to improve victim cooperation, evidence collection and victim support; and increase the number of cases in which criminal prosecutions are pursued.

Task #1 for Objective #1

VIBS will maintain an operational Sexual Assault Examiner (SAE) project at: Good Samaritan Hospital, Peconic Bay Medical Center, and Stony Brook University Hospital.

#	Performance Measure
1	Number of trained SAE examiners.
2	Number of Department of Health certified SAE examiners.
3	Number of sexual assault exams performed.
4	Number of sexual assault kits used.
5	Number of sexual assault kits turned over to law enforcement.
6	Number of Drug Facilitated Sexual Assault (DFSA) kits used.
7	Number of DFSA kits turned over to law enforcement.
8	Number of victims presenting who declined an exam.
9	Number of victims who could not be served.
10	Description of protocol used to ensure victims received a SAE exam (e.g., on-call, existing ER staff, rotation, etc.)
11	Number of exams performed by SAEs vs. non-SAE examiner (if information is available).

Task #2 for Objective #1

VIBS will provide support for the sexual assault victim by involving the Rape Crisis Center from initial contact with victim through prosecution.

#	Performance Measure
1	Number of sexual assault examinations performed with a rape crisis counselor present.
2	Number of police reports with a rape crisis counselor present.
3	Number of follow-up visits with a rape crisis counselor.
4	Number of LE/DA interviews with a rape crisis counselor present.
5	Number of court appearances by victim accompanied by a rape crisis counselor (at victim's request).
6	Number of sexual assault victims declining the services of a Rape Crisis Counselor.

Task #3 for Objective #1

VIBS will educate and discuss sexual assault issues with first responders and agency partners.

#	Performance Measure
1	Number of meetings or trainings held for all partner agencies, number attended and list of partners represented.

Objective #2

VIBS will develop, maintain and/or improve relationship between SAE program and District Attorney's Office to enhance prosecution levels.

Task #1 for Objective #2

VIBS will meet regularly with District Attorney's Office to develop an on-going cooperative relationship and to establish protocols for dealing with victims of sexual assault.

#	Performance Measure
1	Report on the meeting held to include dates and topics discussed.
2	Where possible, provide disposition of cases.

Objective #3

VIBS will facilitate ongoing training for SAE's and to the community.

Task #1 for Objective #3

VIBS will provide professional sexual assault training.

#	Performance Measure
1	Number and dates of training classes provided to SAE's.
2	Number of SAE's participated in training and hours completed.

Task #2 for Objective #3

VIBS will raise community awareness and increase community education of sexual assault services available.

#	Performance Measure
1	Number and type of media announcement, promotions and press releases.
2	Number of articles with program information and related activities.
3	Number of events attended by SAE's, SAFE staff or SART volunteers.

Objective #4

The Retreat will provide STOP Domestic Violence and Sexual Assault Program education and outreach services for persons on the East End of Suffolk County including services to underserved populations.

Task #1 for Objective #4

The Retreat will conduct outreach to the community through bilingual literature, presentations (including the annual health fair), press releases, other forms of media, and by receiving hotline calls.

#	Performance Measure
1	Copies of above printed materials, presentation logs, and logs of the number of hotline calls and website visits.

Task #2 for Objective #4

The Retreat will utilize space donated by the Suffolk County Probation Department to provide outreach to victims of domestic violence who have come to Probation's intake office to file for a Family Offense Petition.

#	Performance Measure
1	Number of victims of domestic violence served at this location.

Objective #5

The Retreat will provide counseling and advocacy services to women, who are the victims of domestic violence or sexual assault, from East End communities and women who are part of underserved populations (i.e. non-English speaking, disabled, mentally ill, immigrant women).

Task #1 for Objective #5

The Retreat will maintain staff specializing in counseling and advocacy for victims who are from underserved populations, including non-English speaking victims.

#	Performance Measure
1	Hiring documentation, staff credentials, and consultant agreements for signing and various language interpreters will be maintained.

Task #2 for Objective #5

The Retreat will provide counseling and advocacy services to victims of sexual assault and domestic violence.

#	Performance Measure
1	Total number of sexual assault victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
2	Total number of domestic violence victims that receive advocacy services and the number from underserved population (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.)
3	Total number of domestic violence victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).

Task #3 for Objective #5

The Retreat will identify any sexual assault victims from among their domestic violence clients.

#	Performance Measure
1	Number of clients sexually abused within the context of a domestic violence relationship.

Objective #6

The SCCADV will increase awareness of sexual assault and domestic violence services available, including services to underserved populations.

Task #1 for Objective #6

The SCCADV will promote specialized sexual assault victim services available to the local community.

#	Performance Measure
1	Number and type of media announcements, articles, presentations and events.

Task #2 for Objective #6

The SCCADV will conduct vigorous outreach to these populations using letters and/or presentations to community groups, press releases, bilingual and other posters and brochures and by receiving hotline calls.

#	Performance Measure
1	Copies of above printed materials, presentation logs, and logs of the number of hotline calls and website visits.

Objective #7

The SCCADV will provide counseling and advocacy services to women, who are the victims of domestic violence or sexual assault, and who are part of underserved populations (i.e. non-English speaking, disabled, mentally ill, immigrant women).

Task #1 for Objective #7

The SCCADV will maintain staff specializing in counseling and advocacy for victims who are from underserved populations, including non-English speaking victims.

#	Performance Measure
1	Hiring documentation, staff credentials, and consultant agreements for signing and various language interpreters will be maintained.

Task #2 for Objective #7

The SCCADV will provide counseling and advocacy services to victims of sexual assault and domestic violence.

#	Performance Measure
1	Total number of sexual assault victims that receive advocacy services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
2	Total number of sexual assault victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
3	Total number of domestic violence victims that receive advocacy services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).
4	Total number of domestic violence victims that receive counseling services and the number from underserved populations (i.e., non-English speaking, disabled, mentally ill, immigrant women, etc.).

Task #3 for Objective #7

The SCCADV will identify any sexual assault victims from among their domestic violence clients.

#	Performance Measure
1	Number of clients sexually abused within the context of a domestic violence relationship.

Objective #8

Brighter Tomorrows will provide a bilingual advocate to serve victims of domestic violence and individuals who may be identified as underserved populations in Family Court, Criminal Court, District Court and Probation as well as the Integrated Domestic Violence Part of the Supreme Court in Central Islip.

Task #1 for Objective #8

Brighter Tomorrows will maintain a bilingual staff person specializing in advocacy for victims of domestic violence who are from underserved populations.

#	Performance Measure
1	Hiring documentation, staff credentials, and consultant agreements for signing and various language translators will be maintained.

Task #2 for Objective #8

Brighter Tomorrows will provide advocacy services to individuals who are victims of domestic violence and who are part of underserved populations (i.e. Non-English speaking, disabled, mentally ill and/or immigrant women) in an effort to identify and improve overall service delivery.

#	Performance Measure
1	Age, ethnicity, number of Non-English speaking clients served and those with disabilities assisted.
2	Number of clients served by the advocate.
3	Number of court accompaniment provided by the advocate.

Award Contract **Violence Against Women**

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Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Grantee agrees that funds will be used only for the purpose areas described in the "Grants to Combat Crimes Against Women" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

Grantee agrees to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and reported on an annual (calendar year) basis.
For information about collecting data and the report for VAWA Measuring Effectiveness Initiative Project the link for the website is http://muskie.usm.maine.edu/vawamei/formstop.htm .

All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded pursuant to a S.T.O.P. Violence Against Women Formula Grant Program administered by DCJS, the New York State administering office. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U. S. Department of Justice, Office on Violence Against Women."

New York State has received a match waiver from the Federal Office on Violence Against Women. No match is required for grantees receiving FFY 2009 Violence Against Women Act funds.

FFY 2009 S.T.O.P. VAWA expenditures must be made by May 31, 2012. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and courts projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State or local victim service programs during the course of developing their projects.

FFY 2009 S.T.O.P. VAWA grantees agree to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.

FFY 2009 S.T.O.P. VAWA grantees agree to comply with the organizational requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that the funds may be withheld, or other-related requirements may be imposed, in outstanding audit issues (if any) from OMB Circular A- 133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

The Grantee agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 69-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Grantee must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the grantee. Any breach of confidentiality by the Grantee, its agents or representatives will be cause for the immediate termination of this Agreement.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate. Law enforcement grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257. All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257. Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable. Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257. Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld. UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Sexual Assault Examiner Program grantees agree to abide by the NYS Public Health law and the NYS Department of Health Adult Sexual Offense Evidence Collection Protocol. Grantee agrees that staff will be properly trained and performing complete exams. Grantee agrees that the rape crisis counselors will be certified for the confidentiality privilege. Grantee agrees to develop case tracking of SAE cases with the District Attorneys Office and report conviction rates of SAE vs. non-SAE sexual assault cases to DCJS. Grantee agrees that funds provided in this grant will only be used for adult (age 16 and over) forensic examination fees and program support.

The Grantee agrees to enter into a subcontract regarding compliance with the terms of this agreement with any agency who has expenses being paid by this grant award and itemized in Appendix B-Budget.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

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NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, sections I.F. and IV.A: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

Award Contract **Violence Against Women**

Project No.	Grantee Name	
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APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appro¬priated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevail-ing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April

28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at indepen¬dently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participa¬ting, or shall participate in an international boycott in viola-tion of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspec¬tion, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Offi¬cers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termina¬tion and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifica¬tions and provisions of Section 165 of

the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize oppor¬tunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803 http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain.

NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
June 2011

Certified by - on

Intro. Res. No. 1694-11 LOT 8/2/11
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DEPARTMENT OF HEALTH SERVICES: SPECIAL EDUCATION COORDINATOR (SPANISH SPEAKING)

WHEREAS, the Department of Civil Service/Human Resources has completed a review of the duties and responsibilities of a certain position; and

WHEREAS, on the basis of this review they have determined that the new title of Special Education Coordinator (Spanish Speaking) be created; and

WHEREAS, there are sufficient unexpended and uncommitted funds in the Department of Health Services budget to cover the cost; now, therefore be it

1st RESOLVED, that the Suffolk County Classification and Salary Plan and the Department of Health Services operating budget be and they are hereby amended as follows:

ADDITION TO CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Grade	BU
2630	C	Special Education Coordinator (Spanish Speaking)	23	02

AMENDMENTS TO OPERATING BUDGET

ADDITION

Position No.	Spec No.	JC	Position Title	Grade	BU
01-4813-1000-0037	2630	C	Special Education Coordinator (Spanish Speaking)	23	02

DELETION

Position No.	Spec No.	JC	Position Title	Grade	BU
01-4813-1000-0041	2631	C	Special Education Coordinator	23	02

and be it further

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date:

COUNTY OF SUFFOLK

1694

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF CIVIL SERVICE/HUMAN RESOURCES
NORTH COUNTY COMPLEX BLDG. 158
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5500
FAX (631) 853-6305

ALAN SCHNEIDER
PERSONNEL DIRECTOR

interoffice memorandum

TO: **Kenneth Crannell, Deputy County Executive - Administration**

FROM: **Cynthia DiStefano, Director of Classification**

DATE: **July 19, 2011**

RE: **New Title Request**

A draft of a resolution to amend the Classification and Salary Plan to add the title Special Education Coordinator (Spanish Speaking) is attached. We have determined that a new title is needed in the Health Department's Bureau of Services to Children with Special Needs to order to provide efficient services to Spanish speaking families eligible for participation in the Early Intervention Program for children from birth to 2 years and 11 months who have developmental delays. The department currently hires translators to assist a generic Special Education Coordinator who works with non-English speaking clients. Employment of a Spanish speaking Coordinator would serve the clients better and would be a more efficient use of time and money by eliminating the need for translation services and the extra time that such contacts involve.

Please initiate this resolution to add the new title to the Classification and Salary Plan. A draft of our proposed specification is attached for your reference.

An e-mail version of the resolution has been sent to CE RESO REVIEW saved under the title "Reso-HS-Special Education Coordinator (SS) title 6-11."

Attachment

cc: Brendan Chamberlain, County Executive Assistant III
Janet DeMarzo, Deputy Commissioner of Health Services – Administration
Leonard Marchese, Director of Management and Research
Erick Askerberg, Director of Labor Relations

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1694

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION No._____AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DEPARTMENT OF HEALTH SERVICES: SPECIAL EDUCATION COORDINATOR (SPANISH SPEAKING).

3. Purpose of Proposed Legislation

To add the new title of Special Education Coordinator (Spanish Speaking) to the Classification and Salary Plan and to amend the Department of Health Services Operating Budget to add one Special Education Coordinator (Spanish Speaking) position and delete one Special Education Coordinator position.

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

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

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	
Cynthia DiStefano Director of Classification		July 19, 2011

SCIN FORM 175b (10/95)

DISTINGUISHING FEATURES OF THE CLASS

Under general supervision, an employee in this class is responsible for the implementation and monitoring of all service coordination activities directly related to the Early Intervention Program. The work differs from that of a Special Education Coordinator in that the incumbent must communicate, both orally and in writing, with Spanish-speaking children and families. The incumbent is expected to exercise considerable independent judgment and initiative in carrying-out program activities. Work is reviewed by an administrative supervisor through periodic reports and conferences. Does related work as required.

TYPICAL WORK ACTIVITIES

Acts as liaison within the County providing specialized services to meet the needs of children with developmental delays (Birth to 2.11) and their families;

Plans and assists in the development of individual programs for children with developmental delays (Birth to 2.11) and their families, and monitors the implementation of these programs;

Serves as a team member with other professionals to effect a coordinated effort in serving children with developmental delays (Birth to 2.11) and their families;

Promotes public understanding and cooperation with the objectives of the Early Intervention System;

Coordinates services with other community resources;

Prepares and submits monthly activity and statistical reports of work performed;

Assists in the organization and supervision of the collection of required Early Intervention data;

Attends community meetings and professional conferences to promote an understanding of Early Intervention Services;

Assists in planning and organizing training programs for parents, staff and community members.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Thorough knowledge of the principles, practices and methods involved in providing Early Intervention and Special Education programs for infants and children who are developmentally delayed; thorough knowledge of the NYS Department of Health and State Education laws pertaining to Early Intervention and Special Education programs for the infants and children; thorough knowledge of the facilities and resources available in the community for infants and children who require intervention services and the most effective means of utilizing them; thorough knowledge of the modern developments, current literature, sources of information and materials used to implement early intervention services; ability to read, write and converse fluently in Spanish; ability to establish programs and maintain effective working relationships with families involved in programs for children requiring early intervention services; ability to analyze, plan and participate in the development of programs to effectively meet the needs of the infants and children; ability to express oneself clearly and concisely, both orally and in writing; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

OPEN COMPETITIVE

(a) Graduation from a college with federally-authorized accreditation or registration by NY State with a Master's degree in Special Education and three (3) years of experience in case management, delivery of services to families or children, or in special education; or,

(b) Graduation from a college with federally-authorized accreditation or registration by NY State with a Master's degree in Psychology, Social Work, Speech Pathology, Occupational Therapy, Physical Therapy, or Nursing; and three (3) years of experience in the field of Special Education, including at least one (1) year in early childhood special education/intervention.

NECESSARY SPECIAL REQUIREMENT

At the time of appointment and throughout the term of employment, the employee must possess a valid license to operate a motor vehicle in New York State or otherwise demonstrate their capacity to meet the transportation requirements of the job.

There will be a qualifying Spanish language examination.

Intro. Res. No. 1695-11 Laid on the Table 8/2/11

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

RESOLUTION NO. -2011, AMENDING THE 2011 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR SETTLEMENTS FOR LIABILITY CASES AGAINST THE COUNTY

WHEREAS, the Ways and Means Committee has approved settlements in two unrelated tort actions against the County arising out of general liability incidents for the amounts of Three Million ($3,000,000) Dollars and Four Hundred Fifty Thousand ($450,000) Dollars; and

WHEREAS, the above settlements are mandated expenses that must be paid by the County; and

WHEREAS, sufficient funds to satisfy lawsuits, orders, judgments and settlements are not available in the 2011 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Three Million Four Hundred Fifty Thousand ($3,450,000) Dollars in Suffolk County Serial Bonds to cover the cost of the above referenced settlements; now, therefore be it

1st RESOLVED, that the settlements for the total sum of Three Million Four Hundred Fifty Thousand ($3,450,000) Dollars be bonded and paid under the authority of the Office of Risk Management, County Department of Civil Services, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

2nd RESOLVED, that the proceeds of Three Million Four Hundred Fifty Thousand ($3,450,000) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:
038-2780 Proceeds: Debt $3,450,000

APPROPRIATIONS:
Miscellaneous
General Liability Insurance
038-MSC-1914
Mandated

8505 – Settlements $3,450,000

DATED:

APPROVED BY:

_____
County Executive of the County of Suffolk

Date of Approval:

1696

Intro Res. No. - 2011 Laid on Table on 8/2/11

Introduced by Presiding Officer Lindsay on request of County Executive

RESOLUTION NO. - 2011 ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

WHEREAS, the County Legislature by Resolution No. authorized the County Executive to enter into cooperation agreements with towns and villages to apply for Federal Aid for Community Development; and

WHEREAS, the Department of Economic Development/Community Development Division has submitted an application for a Community Development Entitlement Block Grant for Federal Fiscal Year 2011 under the Housing and Community Development Acts of 1974 (P.L. 93-383) as amended; and

WHEREAS, the County Consortium has been awarded a FY 2011 entitlement Community Development Block Grant in the amount of $3,335,420; and

WHEREAS, $333,542 of said funds are to be used for operational costs; and

WHEREAS, these funds have already been included in the 2011 Adopted Operating Budget to offset operational costs; and

WHEREAS, the programs developed under the grant have been approved by the Consortium municipalities and coordination of these programs is essential to the success and continuation of the program; now, therefore, be it

1st **RESOLVED**, that the Suffolk County Legislature hereby authorizes the County Executive to accept the Community Development Block Grant and to contract with HUD and the cooperating municipalities for the expenditure of these funds; and be it further

2nd **RESOLVED,** that $333,542 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate the following funds.

REVENUES:

352-4920 Federal Aid:	Community Development	$3,335,420

ORGANIZATIONS:

ECONOMIC DEVELOPMENT
GRANTS TO COOPERATING MUNICIPALITIES
352-CDV-8035

Intro. Res. No. - 2011

4980-Contracted Services	$3,001,878
4980-Contracted Agencies TOWN OF BROOKHAVEN 352-9282-JND1	$1,938,360
4980-Contracted Agencies TOWN OF EAST HAMPTON 352-9282-JNE1	116,705
4980-Contracted Agencies TOWN OF RIVERHEAD 352-9282-JNF1	140,903
4980-Contracted Agencies TOWN OF SHELTER ISLAND 352-9282-JNG1	13,600
4980-Contracted Agencies TOWN OF SMITHTOWN 352-9282-JNH1	273,632
4980-Contracted Agencies TOWN OF SOUTHAMPTON 352-9282-JNI1	94,528
4980-Contracted Agencies TOWN OF SOUTHOLD 352-9282-JNJ1	110,500
4980-Contracted Agencies VILLAGE OF BELLPORT 352-9282-JNKI	15,300
4980-Contracted Agencies VILLAGE OF LAKE GROVE 352-9282-JNLI	44,200
4980-Contracted Agencies VILLAGE OF PATCHOGUE 352-9282-JNMI	188,700
4980-Contracted Agencies VILLAGE OF PORT JEFFERSON 352-9282-JNN1	19,550
4980-Contracted Agencies VILLAGE OF SAG HARBOR 352-9282-JNO1	13,600
4980-Contracted Agencies VILLAGE OF SOUTHAMPTON 352-9282-JNP1	21,250
4980-Contracted Agencies VILLAGE OF WESTHAMPTON BEACH 352-9282-JNQ1	11,050

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

352-IFT-E351Transfer to Fund 351 Comm Dev Admin	$333,542

and be it further

3rd RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD11; and be it further

4th RESOLVED, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1697

Intro Res. No. - 2011 Laid on Table 8/2/11

Introduced by Presiding Officer Lindsay on request of County Executive

RESOLUTION NO. - 2011, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR AN EMERGENCY SHELTER GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT

WHEREAS, the Suffolk County Community Development Office has been awarded an Emergency Shelter Grant for fiscal year 2011 under Title IV of the Stewart B. McKinney Homeless Assistance Act, Subpart B, P.O. 100-77; and

WHEREAS, the County has been awarded an Emergency Shelter Grant in the amount of $162,348; and

WHEREAS, $8,117 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2011 Adopted Operating Budget, now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the Emergency Shelter Grant and to contract with the cooperating non-profit organizations for the expenditure of these funds; and, be it further

2nd RESOLVED, that $8,117 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds.

REVENUES:	AMOUNT
354-4910 Federal Aid: Community Development	$162,348

ORGANIZATIONS:

ECONOMIC DEVELOPMENT
EMERGENCY SHELTER GRANTS PROGRAM
354-CDV-8783

Contracted Services	$154,231
4980-Contracted Agencies	$154,231

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

354-IFT-E351 Transfer to Fund 351 Comm Dev Admin	$ 8,117

and be it further

Intro Res. No. - 2011

3rd RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD10.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

Intro. Res. No. 1698 -2011 Laid on Table 8/2/11
Introduced by Presiding Officer Lindsay on request of the County Executive

RESOLUTION NO. - 2011, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A HOME INVESTMENT PARTNERSHIPS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

WHEREAS, the Suffolk County Department of Economic Development/Community Development Division has submitted an application for a HOME Investment Partnership Program Grant for Federal Fiscal Year 2011 under Title II of the National Affordable Housing Act of 1990 (P.L. 101-625); and

WHEREAS, the County has been awarded a HOME Investment Partnership Program FY 2011 grant in the amount of $2,114,685; and

WHEREAS, $211,468 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2011 Adopted Operating Budget; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the HOME Investment Partnerships grant and to contract with HUD, cooperating municipalities, non-profit and for-profit organizations for the expenditure of these funds; and be it further

2nd RESOLVED, that $211,468 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds:

REVENUES:	AMOUNT
353-4911 Federal Aid: Community Development	$2,114,685

ORGANIZATIONS:

ECONOMIC DEVELOPMENT
HOME INVESTMENT PARTNERSHIPS
353-CDV-8777

Contracted Services	$1,903,217
4980-Contracted Agencies	$1,903,217

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

353-IFT-E351	Transfer to Fund 351 Comm Dev Admin	$211,468

and be it further

3RD RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD12; and be it further

4th RESOLVED, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1699

Intro. Res. No. - 2011

Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, APPROPRIATING FUNDS FOR THE COUNTY SHARE OF RECONSTRUCTION IN CONNECTION WITH STRENGTHENING AND IMPROVING CR 97, NICOLLS ROAD FROM THE VICINITY OF NYS ROUTE 25, MIDDLE COUNTRY ROAD TO THE VICINITY OF NYS ROUTE 347, NESCONSET HIGHWAY, TOWN OF BROOKHAVEN (CP 5512)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Strengthening and Improving CR 97, Nicolls Road from the Vicinity of NYS Route 25, Middle Country Road to the Vicinity of NYS Route 347, Nesconset Highway; and

WHEREAS, there are sufficient funds within the 2011 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, this Legislature reviewed projects of this nature under a previous version of the implementing rules and regulations of SEQRA and determined by Resolution 873-1995 that the strengthening and improving of County roads constitutes a Type II action; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $4,100,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby determines that the strengthening and improving of County roads constitutes a Type II action pursuant to the provisions of Title 6 NYCRR Part 617.5(c)(4) and (27) since the action involves a legislative decision concerning the repaving of existing highways not involving the addition of new travel lanes; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-two (62) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Strengthening and Improving CR 97, Nicolls Road from the Vicinity of NYS Route 25, Middle Country Road to the Vicinity of NYS Route 347, Nesconset Highway, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $4,100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5512.311 (Fund 001 Debt Service)	50	Appropriating funds for the County share of reconstruction in connection with strengthening and improving CR 97, Nicolls Road from the Vicinity of NYS Route 25, Middle Country Road to the Vicinity of NYS Route 347, Nesconset Highway	$4,100,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1699

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, APPROPRIATING FUNDS FOR THE COUNTY SHARE OF RECONSTRUCTION IN CONNECTION WITH STRENGTHENING AND IMPROVING CR 97, NICOLLS ROAD FROM THE VICINITY OF NYS ROUTE 25, MIDDLE COUNTRY ROAD TO THE VICINITY OF NYS ROUTE 347, NESCONSET HIGHWAY, TOWN OF BROOKHAVEN (CP 5512)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

FY 2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel, Senior Management Analyst	Amy C Engel	July 27, 2011

SCIN FORM 175b (10/95)

Suffolk County
General Obligation Serial Bonds
Level Debt

1699

Term of Bonds	15
Amount to Bond:	$4,100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	$218,374.98	$128,267.26	$346,642.24	$346,642.24
			$60,717.73	$60,717.73	
11/9/2012	3.000%	$225,206.77	$60,717.73	$285,924.51	$346,642.24
			$57,194.97	$57,194.97	
11/10/2013	3.000%	$232,252.30	$57,194.97	$289,447.27	$346,642.24
			$53,562.00	$53,562.00	
11/10/2014	3.000%	$239,518.24	$53,562.00	$293,080.24	$346,642.24
			$49,815.37	$49,815.37	
11/10/2015	3.000%	$247,011.50	$49,815.37	$296,826.87	$346,642.24
			$45,951.53	$45,951.53	
11/9/2016	3.000%	$254,739.18	$45,951.53	$300,690.71	$346,642.24
			$41,966.81	$41,966.81	
11/9/2017	3.000%	$262,708.62	$41,966.81	$304,675.43	$346,642.24
			$37,857.43	$37,857.43	
11/10/2018	3.000%	$270,927.38	$37,857.43	$308,784.81	$346,642.24
			$33,619.49	$33,619.49	
11/10/2019	3.000%	$279,403.26	$33,619.49	$313,022.75	$346,642.24
			$29,248.97	$29,248.97	
11/9/2020	3.000%	$288,144.30	$29,248.97	$317,393.27	$346,642.24
			$24,741.71	$24,741.71	
11/9/2021	3.000%	$297,158.81	$24,741.71	$321,900.53	$346,642.24
			$20,093.45	$20,093.45	
11/10/2022	3.000%	$306,455.34	$20,093.45	$326,548.79	$346,642.24
			$15,299.77	$15,299.77	
11/10/2023	3.250%	$316,042.70	$15,299.77	$331,342.47	$346,642.24
			$10,356.12	$10,356.12	
11/9/2024	3.250%	$325,930.00	$10,356.12	$336,286.12	$346,642.24
			$5,257.81	$5,257.81	
11/9/2025	3.375%	$336,126.62	$5,257.81	$341,384.43	$346,642.24
		$4,100,000.00	$1,099,633.61	$5,199,633.61	$5,199,633.61

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1699

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$346,642**	**$0.63**		$0.001

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$346,642**	**$0.63**		$0.001

NOTES:

1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1699

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: June 13, 2011

RE: Appropriating Funds in Connection with Strengthening and Improving CR 97, Nicolls Road from the Vicinity of NYS Route 25, Middle Country Road to the Vicinity of NYS Route 347, Nesconset Highway, Town of Brookhaven (CP 5512)

Attached is a draft resolution and duplicate copy to appropriate the sum of $4,100,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2011 Capital Budget and Program for this project.

These funds will allow for the County to continue with the next phase to strengthen and improve CR 97, Nicolls Road, from just south of NYS Route 25, Middle Country Road (the point where the Early Implementation Project in the vicinity of SCCC was completed in 2009), northerly to the vicinity of NYS Route 347, Nesconset Highway.

The Suffolk County Council on Environmental Quality has reviewed these types of projects and determined they constitute a Type II action and no further review is required. The Suffolk County Legislature concurred with this finding pursuant to Resolution 873-1995.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5512(CR97 25-347).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1700

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, APPROPRIATING FUNDS FOR INTERSECTION IMPROVEMENTS IN CONNECTION WITH THE RECONSTRUCTION OF CR 13, FIFTH AVENUE/CR 13A, CLINTON AVENUE FROM THE VICINITY OF NYS ROUTE 27A, MONTAUK HIGHWAY TO THE VICINITY OF SPUR DRIVE NORTH, TOWN OF ISLIP (CP 5538)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Intersection Improvements to CR 13, Fifth Avenue/CR 13A, Clinton Avenue from the Vicinity of NYS Route 27A, Montauk Highway to the Vicinity of Spur Drive North; and

WHEREAS, there are sufficient funds within the 2011 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,700,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, Resolution No. 1010-2009, approved by the County Legislature, declared this project constituted an unlisted action that will not have a significant adverse impact on the environment, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-six (46) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Intersection Improvements to CR 13, Fifth Avenue/CR 13A, Clinton Avenue from the Vicinity of NYS Route 27A, Montauk Highway to the Vicinity of Spur Drive North, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $1,700,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5538.310 (Fund 001 Debt Service)	50	Intersection improvements in connection with the reconstruction of CR 13, Fifth Avenue/CR 13A, Clinton Avenue from the vicinity of NYS Route 27A, Montauk Highway to the vicinity of Spur Drive North	$1,700,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1700

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, APPROPRIATING FUNDS FOR INTERSECTION IMPROVEMENTS IN CONNECTION WITH THE RECONSTRUCTION OF CR 13, FIFTH AVENUE/CR 13A, CLINTON AVENUE FROM THE VICINITY OF NYS ROUTE 27A, MONTAUK HIGHWAY TO THE VICINITY OF SPUR DRIVE NORTH, TOWN OF ISLIP (CP 5538)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

(County) **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

FY 2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel, Senior Management Analyst	Amy C Engel	July 26, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1700

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$143,730**	**$0.26**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$143,730**	**$0.26**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1700

Term of Bonds	15
Amount to Bond:	$1,700,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	$90,545.72	$53,183.99	$143,729.71	$143,729.71
			$25,175.65	$25,175.65	
11/9/2012	3.000%	$93,378.42	$25,175.65	$118,554.06	$143,729.71
			$23,714.99	$23,714.99	
11/10/2013	3.000%	$96,299.73	$23,714.99	$120,014.72	$143,729.71
			$22,208.63	$22,208.63	
11/10/2014	3.000%	$99,312.44	$22,208.63	$121,521.08	$143,729.71
			$20,655.15	$20,655.15	
11/10/2015	3.000%	$102,419.40	$20,655.15	$123,074.56	$143,729.71
			$19,053.07	$19,053.07	
11/9/2016	3.000%	$105,623.56	$19,053.07	$124,676.64	$143,729.71
			$17,400.87	$17,400.87	
11/9/2017	3.000%	$108,927.96	$17,400.87	$126,328.84	$143,729.71
			$15,696.98	$15,696.98	
11/10/2018	3.000%	$112,335.74	$15,696.98	$128,032.73	$143,729.71
			$13,939.79	$13,939.79	
11/10/2019	3.000%	$115,850.13	$13,939.79	$129,789.92	$143,729.71
			$12,127.62	$12,127.62	
11/9/2020	3.000%	$119,474.47	$12,127.62	$131,602.09	$143,729.71
			$10,258.76	$10,258.76	
11/9/2021	3.000%	$123,212.19	$10,258.76	$133,470.95	$143,729.71
			$8,331.43	$8,331.43	
11/10/2022	3.000%	$127,066.85	$8,331.43	$135,398.28	$143,729.71
			$6,343.81	$6,343.81	
11/10/2023	3.250%	$131,042.09	$6,343.81	$137,385.90	$143,729.71
			$4,294.00	$4,294.00	
11/9/2024	3.250%	$135,141.71	$4,294.00	$139,435.71	$143,729.71
			$2,180.07	$2,180.07	
11/9/2025	3.375%	$139,369.57	$2,180.07	$141,549.64	$143,729.71
		$1,700,000.00	$455,945.64	$2,155,945.64	$2,155,945.64

COUNTY OF SUFFOLK

1700

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: June 13, 2011

RE: Appropriating Funds in Connection with Intersection Improvements to CR 13, Fifth Avenue/CR 13A, Clinton Avenue from the Vicinity of NYS Route 27A, Montauk Highway to the Vicinity of Spur Drive North, Town of Islip (CP 5538)

Attached is a draft resolution and duplicate copy to appropriate the sum of $1,700,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2011 Capital Budget and Program for this project.

This funding will provide for the improvements to traffic flow and pavement conditions on CR 13, Fifth Avenue/CR13A, Clinton Avenue within the above limits. Improvements will include minor widening to accommodate new right turn lanes which will improve operational efficiency, optimizing traffic signal systems within the corridor, drainage improvements and sidewalk repair and installation where necessary.

The Suffolk County Council on Environmental Quality has reviewed this project and determined that it constitutes an unlisted action and no further review is required. The Suffolk County Legislature concurred with this finding pursuant to Resolution 1010-2009.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5538(CR13 27A-Spur).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1701

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 265-2009 IN CONNECTION WITH THE RECONSTRUCTION OF CR 57, BAY SHORE ROAD, FROM ROUTE 27 TO ROUTE 231, TOWN OF BABYLON AND TOWN OF ISLIP (CP 5523)

WHEREAS, Resolution No. 265-2009 appropriated $17,700,000 for construction and apportioned the share allocation as 80% Federal funds and 20% County funds; and

WHEREAS, New York State has subsequently allocated a 15% share from State Marchiselli funding to assist the County in matching its portion of the $17,700,000 cost of this project; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and State Marchiselli portion; now, therefore, be it

1st **RESOLVED**, that Resolution No. 410-2005 approved by the County Legislature, classified the actions contemplated by this as an Unlisted Action which will not have a significant effect on the environment, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that the apportionment of the cost of Capital Project 5523.310, PIN 075669 be amended to reflect the additional fifteen percent (15%) State Marchiselli aid dedicated in the amount of $2,655,000; and be it further

3rd **RESOLVED**, that the apportionment of the cost of Capital Project 5523.310, PIN 075669 be amended to reflect a total cost of $17,700,000 with a share allocation of 80% Federal reimbursement in the amount of $14,160,000, 15% State Marchiselli aid reimbursement in the amount of $2,655,000, and a 5% County share of $885,000; and be it further

4th **RESOLVED**, that the County Comptroller is hereby authorized and directed to limit the serial bond borrowing for the County share to $885,000; and be it further

5th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any Federal or State aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $885,000 for the County share; and be it further

6th **RESOLVED,** that the County Treasurer and County Comptroller are hereby authorized and directed to accept added State funding for up to $2,655,000; and be it further

7th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount up to $14,160,000; and be it further

8th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal and State share of $16,815,000; and be it further

9th **RESOLVED**, that the County Treasurer and the County Comptroller are authorized to accept State and Federal aid in connection with this project; and be it further

10th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1701

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2011, AMENDING RESOLUTION NO. 265-2009 IN CONNECTION WITH THE RECONSTRUCTION OF CR 57, BAY SHORE ROAD, FROM ROUTE 27 TO ROUTE 231, TOWN OF BABYLON AND TOWN OF ISLIP (CP 5523)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

New York State has allocated funding to defray Suffolk County's share. This reduces the County share from $3,540,000 to $885,000. The new allocations are: Federal Highway Administration (FHWA) 80%, New York State 15% and Suffolk County 5%. Suffolk County is required to first instance the entire cost of the project. This resolution authorizes the County Comptroller to issue bond anticipation notes to cover the Federal and State share. Serial bonds will be issued to finance the County share of this project. Principal and interest costs will be incurred over the life of the bonds.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	Amy C Engel	July 25, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1701

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$74,824**	**$0.14**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$74,824**	**$0.14**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1701

Term of Bonds	15
Amount to Bond:	$885,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012			$27,686.96	$27,686.96	
11/10/2012	3.000%	$47,137.04	$13,106.14	$74,824.00	$74,824.00
			$13,106.14	$13,106.14	
11/9/2012	3.000%	$48,611.71	$13,106.14	$61,717.85	$74,824.00
			$12,345.74	$12,345.74	
11/10/2013	3.000%	$50,132.51	$12,345.74	$62,478.25	$74,824.00
			$11,561.55	$11,561.55	
11/10/2014	3.000%	$51,700.89	$11,561.55	$63,262.44	$74,824.00
			$10,752.83	$10,752.83	
11/10/2015	3.000%	$53,318.34	$10,752.83	$64,071.17	$74,824.00
			$9,918.81	$9,918.81	
11/9/2016	3.000%	$54,986.38	$9,918.81	$64,905.19	$74,824.00
			$9,058.69	$9,058.69	
11/9/2017	3.000%	$56,706.62	$9,058.69	$65,765.31	$74,824.00
			$8,171.67	$8,171.67	
11/10/2018	3.000%	$58,480.67	$8,171.67	$66,652.33	$74,824.00
			$7,256.89	$7,256.89	
11/10/2019	3.000%	$60,310.22	$7,256.89	$67,567.11	$74,824.00
			$6,313.50	$6,313.50	
11/9/2020	3.000%	$62,197.00	$6,313.50	$68,510.50	$74,824.00
			$5,340.59	$5,340.59	
11/9/2021	3.000%	$64,142.82	$5,340.59	$69,483.41	$74,824.00
			$4,337.25	$4,337.25	
11/10/2022	3.000%	$66,149.51	$4,337.25	$70,486.75	$74,824.00
			$3,302.51	$3,302.51	
11/10/2023	3.250%	$68,218.97	$3,302.51	$71,521.48	$74,824.00
			$2,235.41	$2,235.41	
11/9/2024	3.250%	$70,353.18	$2,235.41	$72,588.59	$74,824.00
			$1,134.92	$1,134.92	
11/9/2025	3.375%	$72,554.16	$1,134.92	$73,689.08	$74,824.00
		$885,000.00	$237,359.94	$1,122,359.94	$1,122,359.94

COUNTY OF SUFFOLK

1701

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: June 20, 2011

RE: Amending Resolution 265-2009 in Connection with the Reconstruction of CR 57, Bay Shore Road, from NYS Rte. 27 to NYS Rte. 231, Towns of Babylon and Islip (CP 5523.310, PIN 075669)

Attached is a draft resolution and duplicate copy amending Resolution No. 265 of 2008 for the above referenced project. This resolution revises the apportionment of the funds for construction costs for the Reconstruction of CR 57, Bay Shore Road.

Resolution 265-2008 appropriated $17,700,000 and apportioned the share allocation as 80% Federal funds and 20% County funds. The State has subsequently allocated a 15% share from State Marchiselli funding. This resolution will re-allocate the construction cost to 80% Federal funds ($14,160,000), 15% State funds ($2,655,000) and 5% County funds ($885,000).

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5523(CR57 Realloc Constr Aid).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1702

Intro. Res. No. - 2011 Laid on the Table 8/2/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. – 2011 AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH ACQUISITION OF LANDS FOR IMPROVEMENTS TO CR 80, MONTAUK HIGHWAY BETWEEN NYS ROUTE 112 AND CR 101, PATCHOGUE-YAPHANK/SILLS ROAD, TOWN OF BROOKHAVEN (CP 5534)

WHEREAS, the Commissioner of Public Works has requested funds for the acquisition of land and related expenses (appraisals, public notices, title insurance policies, service of process, etc.) for improvements to CR 80, Montauk Highway between NYS Route 112 and CR 101, Patchogue-Yaphank/Sills Road, Town of Brookhaven; and

WHEREAS, CR 80, Montauk Highway between NYS Route 112 and CR 101, Patchogue-Yaphank/Sills Road is a commercial corridor that experienced drainage, traffic flow, traffic control and traffic safety problems that were addressed by reconstructing the subject roadway by creating turning lanes, reconfiguring intersections and installing modern drainage systems; and

WHEREAS, as a part of this reconstruction, acquisition of lands from private property owners under the provisions of the New York State Eminent Domain Procedure Law was required; and

WHEREAS, many of the property owners have filed and settled claims for additional compensation under the provisions of the New York State Eminent Domain Procedure Law above and beyond the amount of compensation offered by the County; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $75,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, Resolution No. 666-2002 approved by the County Legislature declared this project an unlisted action which will not have a significant adverse impact on the environment pursuant to the provisions of Title 6 NYCRR Part 617 and Chapter 279 of the Suffolk County Code, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

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

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Acquisition of Lands for Improvements to CR 80, Montauk Highway between NYS Route 112 and CR 101, Patchogue-Yaphank/Sills Road; and be it further

4th **RESOLVED**, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5510
Project Title: Realignment of CR 3, Pinelawn Road/Wellwood Avenue

	Total Est'd Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
3. Construction	$19,880,000	$ 859,000B $4,576,000F	$ 784,000B $4,576,000F
TOTAL	$29,486,000	$5,435,000	$5,360,000

Project No.: 5534
Project Title: Acquisition of Lands for Improvements to CR 80, Montauk Highway

	Total Est'd Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
2. Land Acquisition	$3,825,000	$0	$75,000B
TOTAL	$10,590,00	$0	$75,000

and be it further

5th **RESOLVED**, that the proceeds of $75,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5534.211 (Fund 001 Debt Service)	50	Acquisition of Lands for Improvements to CR 80, Montauk Highway	$75,000

Date:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1702

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. – 2011 AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH ACQUISITION OF LANDS FOR IMPROVEMENTS TO CR 80, MONTAUK HIGHWAY BETWEEN NYS ROUTE 112 AND CR 101, PATCHOGUE-YAPHANK/SILLS ROAD, TOWN OF BROOKHAVEN (CP 5534)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel, Senior Management Analyst	Amy C Engel	July 26, 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1702

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$6,341**	**$0.01**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$6,341**	**$0.01**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1702

Term of Bonds	15
Amount to Bond:	$75,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012			$2,346.35	$6,341.02	
11/10/2012	3.000%	$3,994.66	$1,110.69	$1,110.69	$6,341.02
			$1,110.69	$5,230.33	
11/9/2012	3.000%	$4,119.64	$1,046.25	$1,046.25	$6,341.02
			$1,046.25	$5,294.77	
11/10/2013	3.000%	$4,248.52	$979.79	$979.79	$6,341.02
			$979.79	$5,361.22	
11/10/2014	3.000%	$4,381.43	$911.26	$911.26	$6,341.02
			$911.26	$5,429.76	
11/10/2015	3.000%	$4,518.50	$840.58	$840.58	$6,341.02
			$840.58	$5,500.44	
11/9/2016	3.000%	$4,659.86	$767.69	$767.69	$6,341.02
			$767.69	$5,573.33	
11/9/2017	3.000%	$4,805.65	$692.51	$692.51	$6,341.02
			$692.51	$5,648.50	
11/10/2018	3.000%	$4,955.99	$614.99	$614.99	$6,341.02
			$614.99	$5,726.03	
11/10/2019	3.000%	$5,111.04	$535.04	$535.04	$6,341.02
			$535.04	$5,805.97	
11/9/2020	3.000%	$5,270.93	$452.59	$452.59	$6,341.02
			$452.59	$5,888.42	
11/9/2021	3.000%	$5,435.83	$367.56	$367.56	$6,341.02
			$367.56	$5,973.45	
11/10/2022	3.000%	$5,605.89	$279.87	$279.87	$6,341.02
			$279.87	$6,061.14	
11/10/2023	3.250%	$5,781.27	$189.44	$189.44	$6,341.02
			$189.44	$6,151.58	
11/9/2024	3.250%	$5,962.13	$96.18	$96.18	$6,341.02
			$96.18	$6,244.84	
11/9/2025	3.375%	$6,148.66			
		$75,000.00	$20,115.25	$95,115.25	$95,115.25

COUNTY OF SUFFOLK

1702

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: June 20, 2011

RE: Amending the 2011 Capital Budget and Program and Appropriating Funds for the Acquisition of Lands for Improvements to CR 80, Montauk Highway between NYS Route 112 and CR 101, Patchogue-Yaphank/Sills Road, Town of Brookhaven (CP 5534)

Attached is a draft resolution and duplicate copy to appropriate the sum of $75,000 for land acquisition in connection with the above referenced project. These funds are required, pursuant to a court order (Exhibit A to resolution), to compensate private property owners who have settled claims for additional compensation, above and beyond the amount offered by the County, under the provisions of the New York State Eminent Domain Procedure Law. It should be noted that 6% interest is accrued on the settlement amount until the property owner is paid.

There are no funds included in the 2011 Capital Budget and Program for this project and, as such, an offset must be provided. CP 5510 (Realignment of CR 3, Pinelawn Road/Wellwood Avenue) has been rescheduled for 2012 due to the need for additional funding. There are funds remaining within CP 5510 to offset this request.

The Suffolk County Council on Environmental Quality previously reviewed this project and determined by Resolution 666-2002 that this project constitutes a Type II action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5534(Badalamenti Settlement).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

COUNTY OF SUFFOLK

1702

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Chief Deputy Commissioner

DATE: May 13, 2011

RE: Amending the 2011 Capital Budget and Program and Appropriating Funds for the Acquisition of Lands for Improvements to CR 80, Montauk Highway between NYS Route 112 and CR 101, Patchogue-Yaphank/Sills Road, Town of Brookhaven (CP 5534)

Attached is a draft resolution and duplicate copy to appropriate the sum of $75,000 for land acquisition in connection with the above referenced project. These funds are required, pursuant to a court order (Exhibit A to resolution), to compensate private property owners who have settled claims for additional compensation, above and beyond the amount offered by the County, under the provisions of the New York State Eminent Domain Procedure Law. It should be noted that 6% interest is accured on the settlement amount until the property owner is paid.

There are no funds included in the 2011 Capital Budget and Program for this project and, as such, an offset must be provided. CP 5510 (Realignment of CR 3, Pinelawn Road/Wellwood Avenue) has been rescheduled for 2012 due to the need for additional funding. There are funds remaining within CP 5510 to offset this request.

The Suffolk County Council on Environmental Quality previously reviewed this project and determined by Resolution 666-2002 that this project constitutes a Type II action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5534(Badalamenti Settlement).doc".

JKP/WH/td
attach.
cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Debra Kolyer, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Geoffrey Mascaro, Property Management Administrator
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Amanda Mazzola, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

1703

Intro. Res. No. -2011
Introduced by Legislator Schneiderman

Laid on Table 8/2/11

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO ESTABLISH THE GABRESKI AIRPORT CONSERVATION AND ASSESSMENT COMMITTEE

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW TO ESTABLISH THE GABRESKI AIRPORT CONSERVATION AND ASSESSMENT COMMITTEE**"; now, therefore be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO ESTABLISH THE GABRESKI AIRPORT CONSERVATION AND ASSESSMENT COMMITTEE

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, through its Department of Economic Development and Workforce Housing, owns and operates the Francis S. Gabreski Airport in Westhampton Beach.

This Legislature further finds that the Suffolk County Airport Lease Screening Committee was created in 1998 to make determinations as to the "feasibility, viability and desirability" of any proposed lease of buildings, land or facilities at the Airport and, in most cases, these determinations were not subject to legislative approval.

This Legislature also determines that the Airport Lease Screening Committee has been abolished and, therefore, this Legislature now reviews and votes on all leases at the County Airport.

This Legislature further finds that the citizens and businesses that live and operate near Gabreski Airport have a special interest in the future development of the Airport

This Legislature also finds that there should be a community based panel that reviews proposed leases and licenses at Gabreski Airport and issues advisory recommendations to this Legislature, the County Executive and the Council on Environmental Quality ("CEQ").

This Legislature further determines that the County Executive created an advisory panel by Executive Order in 2006, but this group lacks the formal, statutory authority to advise the County Legislature and the ("CEQ").

Therefore, the purpose of this local law is to create the Gabreski Airport Conservation and Assessment Committee to advise and review the airport's proposed leases and licenses and provide recommendations to this Legislature, the County Executive, and the CEQ.

Section 2. Amendments.

Article 34 of the SUFFOLK COUNTY ADMINISTRATIVE CODE is amended by the addition of a new Section A34-2, which will read as follows:

§ A34-2. Gabreski Airport Conservation and Assessment Committee.

A. There is hereby established a Gabreski Airport Conservation and Assessment Committee ("Committee") which shall be composed of the following eight members:

1. one (1) member to be appointed by the Suffolk County Executive, who shall serve as Chairperson.

2. one (1) member to be appointed by the Presiding Officer of the Suffolk County Legislature.

3. three (3) members to be appointed by the County Legislature to represent community, civic and neighborhood organizations that serve communities in close proximity to the Airport.

4. one (1) member to represent the aviation community, to be appointed by the County Executive, subject to approval by the County Legislature.

5. one (1) member to represent the business community surrounding the Airport, to be appointed by the County Executive subject to approval by the County Legislature.

6. one (1) member to represent the environmental community, to be appointed by the County Executive, subject to approval by the County Legislature.

B. All members of the Committee shall be appointed for a term of three (3) years.

C. The Department of Economic Development and Workforce Housing shall forward to the Committee all applications for leases, lease renewals, lease extensions, lease modifications, licenses, license renewals, license extensions and license modifications at Gabreski Airport for review by the Committee. Upon completing its review of an application, the Committee shall make its findings and recommendations, which shall be advisory in nature.

D. The scope of the Committee's review shall be limited to an examination of the environmental, economic and community impacts of an application.

E. Five (5) members of the Committee shall constitute a quorum to transact the business of the Committee at both regular and special meetings. The Committee shall promulgate rules and regulations to govern its proceedings. Members shall receive no salary or compensation for their services. Clerical services involving the operation of this Committee, as well as supplies and postage as necessary, will be provided by the Department of Economic Development and Workforce Housing.

F. The Committee shall keep a record of its transactions, findings and recommendations, which shall be public record. The Committee meetings shall be open to the public in compliance with the New York State Open Meetings Law.

G. The Committee's findings and recommendations shall be forwarded to the County Executive and the County Legislature for consideration. The findings and recommendations shall be forwarded to the Council on Environmental Quality (CEQ) as backup to the submission of the Department of Economic Development and Workforce Housing's request for SEQRA review.

H. The Committee's findings and recommendations shall be rendered within forty-five (45) days of its receipt of the application from the Department of Economic Development and Workforce Housing. If the Committee does not render findings and recommendations within this 45 days period, then the application shall be deemed to have been recommended for approval by the Committee.

I. The County Legislature may not act on a resolution to approve a lease, lease renewal, lease extension, lease modification, license, license renewal, license extension, or license modification at Gabreski Airport, unless the Committee has issued its findings and recommendations as set forth in subsection (H) herein.

Section 3. Applicability.

This law shall apply to all actions occurring 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 filing in the Office of the Secretary of State.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

OFFICE OF THE COUNTY LEGISLATURE

1703

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
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(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: JULY 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A LOCAL LAW TO ESTABLISH THE GABRESKI AIRPORT CONSERVATION AND ASSESSMENT COMMITTEE

SPONSOR: LEGISLATOR SCHNEIDERMAN

DATE OF RECEIPT BY COUNSEL: 7/27/2011 **PUBLIC HEARING:** 8/16/2011

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

Enactment of this proposed Local law would establish a community-based Gabreski Airport Conservation and Assessment Committee to review applications for a lease, lease renewal, lease extension, lease modification, license, license renewal, license extension, or license modification at the Airport and to make recommendations thereon to the County Legislature and the County Executive. [1]

The Committee shall be comprised of the following 8 members:

1. one (1) member to be appointed by the Suffolk County Executive, who shall serve as Chairperson.

2. one (1) member to be appointed by the Presiding Officer of the Suffolk County Legislature.

3. three (3) members to be appointed by the County Legislature to represent community, civic and neighborhood organizations that serve communities in close proximity to the Airport.

4. one (1) member to represent the aviation community, to be appointed by the County Executive, subject to approval by the County Legislature.

---

[1] In order to obtain community and business input on the economic and environmental aspects of any potential lease or license, the County Executive created a Gabreski Airport Community Advisory Board by Executive Order. This local law will replace that Board with a formal, statutory Committee.

5. one (1) member to represent the business community surrounding the Airport, to be appointed by the County Executive subject to approval by the County Legislature.

6. one (1) member to represent the environmental community, to be appointed by the County Executive, subject to approval by the County Legislature.

The Committee has 45 days from receipt of an application from the Department of Economic Development and Workforce Housing to render its findings and recommendations to the County Executive, County Legislature, and the Council on Environmental Quality. Failure to act within the 45 day period will deem the application approved.

Although the Committee's recommendations are advisory in nature, the Legislature may not act on a resolution to approve a lease, lease renewal, lease extension, lease modification, license, license renewal, license extension, or license modification unless the Committee has issued its findings and recommendations.

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

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\r28\28-refile-gabreski-airport-assesment-committee

1704

Intro. Res. No. -2011 Laid on Table 8/2/11

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO PROHIBIT ELECTED OFFICIALS FROM PUBLISHING OR ALLOWING THE PUBLICATION OF THEIR NAMES IN ADVERTISEMENTS FOR ANY COUNTY FUNDED OR SPONSORED PROGRAM OR EVENT

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on ,2011, a proposed Local Law entitled, "**A LOCAL LAW TO PROHIBIT ELECTED OFFICIALS FROM PUBLISHING OR ALLOWING THE PUBLICATION OF THEIR NAMES IN ADVERTISEMENTS FOR ANY COUNTY FUNDED OR SPONSORED PROGRAM OR EVENT;**" 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. -2011, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO PROHIBIT ELECTED OFFICIALS FROM PUBLISHING OR ALLOWING THE PUBLICATION OF THEIR NAMES IN ADVERTISEMENTS FOR ANY COUNTY FUNDED OR SPONSORED PROGRAM OR EVENT

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 funds and sponsors various programs and events for veterans, seniors, young people, handicapped citizens and other segments of the population.

This Legislature further finds that many such programs and events funded by the County are credited to elected officials in various publications and advertisements.

This Legislature further finds that it is best to avoid instances where the public would perceive that officials are using taxpayer money to fund member item agencies in order to further promote their own names for political gain.

Therefore, the purpose of this law is to bar elected officials from publishing or allowing the publication of their names in any publication or advertisement relating to any County funded or sponsored program or event.

Section 2, Definitions.

"FUNDED OR SPONSORED"- means that sums of money or other resources were supplied or furnished, in whole or in part, by the County or its agencies and includes the use of any County property, facility, employees or goods.

"PROGRAM OR EVENT"- means any public performance, presentation, social occasion or gathering including, sporting contests, concerts, shows, exhibits, fairs, expositions, educational seminars, health screenings and presentations.

Section 3. Requirements.

No elected County Official shall cause to publish or allow the publication of his or her name in any advertisement, publication, promotional literature, banner, billboard, brochure or web site relating to the promotion of any County funded or sponsored program or event.

Section 4. Applicability.

This law shall apply to all County funded or sponsored programs or events on or after the effective date of this law.

Section 5. Severability.

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

Section 6. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) Lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(s) (20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6NYCRR) and within the meaning of Section 8-019(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 7. Effective Date.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date: _____

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

1704

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(631) 853-4415 (FAX)

DATE: JULY 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A LOCAL LAW TO PROHIBIT ELECTED OFFICIALS FROM PUBLISHING OR ALLOWING THE PUBLICATION OF THEIR NAMES IN ADVERTISEMENTS FOR ANY COUNTY FUNDED OR SPONSORED PROGRAM OR EVENT

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 7/27/2011 **PUBLIC HEARING:** 8/16/2011

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

This proposed local law would bar any County elected official from publishing or allowing the publication of his or her name in any advertisement, publication, promotional literature, banner, billboard, brochure or web site that promotes a County funded or sponsored program or event.[1]

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-prohibit-names-advertisements

[1] "Funded or sponsored" – means that money or other resources were supplied or furnished, in whole or in part, by the County or its agencies and includes the use of any County property, facility, employees or goods.

1705

Intro Res. No. -2011 Laid on Table 8/2/11

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on August 2nd, 2011, a proposed Charter law entitled, " **A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL**," and said local law in final form is the same as when presented and introduced; now, therefore, be it

WHEREAS, the County Legislature, via resolution 324-2011 lowered funding budgeted for "G" funded "pay-as-you-go" projects. As such, there is no longer sufficient funding available for these projects unless a rolling debt policy is hereby enacted; now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL

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 Local Law 23-1994, "A Charter Law to Establish 5-25-5 Debt Policy," was adopted for the purpose of making the Capital Program and Budget approval and appropriation process more meaningful and more responsive to the needs of the public and to accommodate increased future debt service payments by prohibiting the issuance of debt to pay for the following County operating expenses:

1.) repair and maintenance not significantly extending the useful life of an asset;
2.) dredging projects - $100,000. or less;
3.) road and equipment repairs;
4.) roof replacement;
5.) equipment purchases that may not occur in the same location or department if:
    a.) costs are incurred on annual basis;
    b.) item price is $5,000 or less;
    c.) aggregate cost is less than $25,000.00; and
    d.) useful life is five (5) years or less;
6.) 9 mm guns; and
7.) soft body armor vests.

This Legislature further finds that the County of Suffolk has waived the application of the 5-25-5 during periods of significant economic downturns.

This Legislature also finds that the County of Suffolk faces the prospect of operating budget difficulties in 2011 and 2012.

This Legislature further determines that interest rates are still low by historical standards, thereby permitting substitution of low cost debt for a limited number of recurring expenses during 2011 and 2012 in order to deal with the impact of the anticipated budget shortfall.

Therefore, the purpose of this law is to waive the application of the 5-25-5 Law for a two-year period of time and to permit traditional normal bonding for items that would otherwise be required to be paid for under the 5-25-5 law in order to deal with the anticipated budget shortfall.

Section 2. Amendment.

§ C4-19 of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

§4-19. Adoption of capital program.

A.) Not less than two weeks after the public hearing required by § C4-18 and not later than the 30th day of June, the County Legislature shall adopt the proposed capital program, with or without amendments.

B.) If the County Legislature does not adopt a capital program on or before the 30th day of June, the proposed capital program shall be deemed adopted as submitted.

1.) Commencing in fiscal year 1996, funding for recurring expenses shall be paid by a transfer from the General Fund rather than through the issuance of debt.

2.) The requirement of subsection (1) of this paragraph shall not apply to recurring expenses incurred, or necessary to be paid, during fiscal years [2006 and 2007] 2011 and 2012.

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law only during fiscal years 2011 and 2012.

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 not take effect until at least sixty (60) 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 sixty (60) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against this law in conformity with the provisions of Section 34(4) of the NEW YORK MUNICIPAL HOME RULE LAW and upon filing in the office of the Secretary of State.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

1705

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(631) 853-4415 (FAX)

DATE: JULY 28, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL

SPONSOR: PRESIDING OFFICER ON THE REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 7/27/2011 **PUBLIC HEARING:** 8/16/2011

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

Enactment of this proposed Charter Law would suspend the application of the "5-25-5 Law" for another two (2) year period including fiscal years 2011 and 2012. The 5-25-5 law, codified in Section C4-19(B)(1) of the SUFFOLK COUNTY CHARTER, requires that recurring expenses be paid by a transfer from the General Fund rather than through the issuance of debt.

This law would be subject to the 60-day permissive referendum requirement.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\r28\28-5-25-5-rolling-debt-policy

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A CHARTER LAW TO IMPLEMENT TWO-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL

3. Purpose of Proposed Legislation

SEE #2 ABOVE

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

The purpose of this resolution waives the application of the 5-25-5 Law for a two-year period, permitting normal bonding of projects that are now classified as "G" funded projects. This will help deal with the anticipated operating budget difficulties in 2011 & 2012. This local law has no immediate fiscal impact on debt service. The impact will be incurred as "G" funded projects are appropriated and adopted with a change in the method of financing.

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

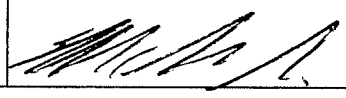
N.A.

8. Proposed Source of Funding

Allow for the conversion of "G" funded projects, funded from the Operating Budget, to "B" Funded projects, allowing Serial Bonds to be authorized for these projects.

9. Timing of Impact

Shall not take effect until at least sixty (60) days after its adoption and upon filing in the Office of the Secretary of State.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		7/8/11

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Introduced by Presiding Officer Lindsay Laid on Table 8/2/11

PROCEDURAL RESOLUTION NO. 20 –2011 APPORTIONING MORTGAGE TAX BY: COUNTY TREASURER

1st **RESOLVED**, that the joint reports of the Recording Officer and the County Treasurer as filed with this Legislature on June 13, 2011 relative to the distribution of mortgage taxes for the three month period ending March 31, 2011, be accepted and that the amounts specified therein as Exhibit "A" be fixed and determined as the amounts due the Towns and Villages respectively; and be it further

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

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §A2-15(A) OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE

EXHIBIT "A"

OFFICE OF THE COUNTY LEGISLATURE
Riverhead, New York

TO THE TREASURER OF SUFFOLK COUNTY:

Pursuant to the authority conferred by Section 261 of the New York State Tax Law and a resolution adopted this day relative to the distribution of mortgage taxes to the several tax districts of this County for the six-month period ending March 31, 2011 , the County Legislature of this County this day assembled hereby directs you to pay the Supervisors of the several Towns and to the Treasurers of the several Villages, as herein after specified, such sums as are listed in the schedule following:

To the Supervisors of the Towns of:

Babylon	$1,151,435.10
Brookhaven	2,844,680.54
East Hampton	735,556.33
Huntington	2,258,155.79
Islip	2,366,835.56
Riverhead	218,026.92
Shelter Island	99,546.93
Smithtown	1,083,135.80
Southampton	1,549,583.66
Southold	307,561.51
Total Towns:	$12,614,518.14

To the Treasurers of the Villages of:

Amityville	$37,892.62
Babylon	47,045.40
Lindenhurst	75,289.43
Belle Terre	7,874.08
Bellport	13,280.30
Lake Grove	43,862.95
Old Field	11,641.13
Patchogue	31,022.79
Poquott	5,752.27
Port Jefferson	74,087.40
Shoreham	3,296.55
East Hampton	90,343.01
Sag Harbor	9,534.81

Asharoken		9,697.13
Huntington Bay		15,264.78
Lloyd Harbor		50,835.15
Northport		39,303.50
Brightwaters		16,856.11
Islandia		35,976.01
Ocean Beach		11,834.73
Saltaire		13,184.19
Dering Harbor		2,007.43
Head of the Harbor		13,567.07
Nissequogue		17,567.71
Village of the Branch		11,720.44
North Haven		25,954.18
Quogue		57,724.62
Sagaponack		72,934.08
Sag Harbor		21,402.24
Southampton		192,441.81
Westhampton Beach		51,127.57
Westhampton Dunes		10,520.79
Greenport		7,176.34
	Total Villages:	$1,128,018.62
	Grand Total:	$13,742,536.76

Presiding Officer, County Legislature

Clerk, County Legislature

Introduced by Presiding Officer Lindsay Laid on Table 8/2/11

PROCEDURAL RESOLUTION NO. 21 –2011, TO SET A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 3 - SOUTHWEST (OUTFALL - FINAL EFFLUENT PUMPING STATION) (CP 8108)

WHEREAS, by proceedings heretofore duly had and taken pursuant to Article 5-A of the County Law, the County Legislature of the County of Suffolk, New York has established a County sewer district designated and known as Suffolk County Sewer District No. 3 - Southwest; and

WHEREAS, a map and plan, together with an estimate of cost, has been prepared and filed with the County Legislature pursuant to Section 268 of the County Law in relation to the proposed increase and improvement of the facilities and renovating/constructing improvements to the Final Effluent Pumping Station (FEPS) and the associated ultraviolet disinfection elements of said sewer district; and

WHEREAS, the FEPS element of the outfall project is considered Phase I; and

WHEREAS, the Administrative Head of the Sewer District has requested that funds be appropriated to cover the planning and renovating/constructing costs associated with the improvement project related to the Outfall-Final Effluent Pumping Station (FEPS); and

WHEREAS, it is now desired to call a public hearing thereon; pursuant to Section 254 of County Law; now, therefore be it

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

Section 1. A meeting of the County Legislature of the County of Suffolk New York shall be held at the County Center in the meeting room of the County Legislature in Riverhead, New York, in said County, on the 16th day of August 2011, at 2:30 p.m., Prevailing Time, for the purpose of conducting a public hearing on the aforesaid matter and for such other action on the part of said County Legislature as may be required by law or proper in premises.

Section 2. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of said public hearing to be published once in each of the official newspapers of said County, and such other newspaper as the Legislature may designate, if any, said publication to be made in each of such newspapers not less than ten, nor more than twenty days before the day set herein for said public hearing. Such notice shall be in the following form, to wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the County Legislature of the County of Suffolk New York will meet at the County Center in the meeting room of the County Legislature in Riverhead, New York, in said County, on August 16, 2011 at 2:30 PM, Prevailing Time, for the purpose of conducting a public hearing upon a proposal for the increase and improve the first phase of the Outfall project, i.e., the Final Effluent Pumping Station and associated ultraviolet disinfection system linked to that work of County Sewer District No. 3 – Southwest in and about the within

the Town of Babylon, in and for said County, substantially in accordance with certain maps, plans, report and recommendations prepared by and filed with the County legislature by the Suffolk County Sewer Agency with the assistance of the County Department of Public Works, at which time and place said County legislature will consider such proposal and hear all parties interested therein concerning the same.

The project is to provide construction and rehabilitation of the Final Effluent Pumping Station and related systems. The cost opinion associated with the Outfall - Final Effluent Pumping Station project is $35 million. The project elements are more fully described and defined in the aforementioned maps, plans, report, and recommendations.

The existing district is billed on assessed value, a per parcel charge, and a user fee. It is proposed that the project will be implemented during 2012. Based on the project schedule, the maximum debt payment will be during 2013 at a value of $2,772,000. Financing is at 4.00% over 20 years for serial bonds. This unsubsidized increased rate amounts to a value per typical property of approximately $27.58 per year. This figure was developed using the full value of the Towns of Babylon and Islip along with the median full value of a typical property within the towns resulting in an increase of $0.0918 per $1,000 of full value for Capital Project 8108, (Outfall – Final Effluent Pumping Station).

In addition to the Capital Project 8108, (Outfall – Final Effluent Pumping Station) project there are two concurrent projects in Sewer District No. 3 – Southwest. However, there will be no fiscal impact to the benefited properties, since pursuant to the Suffolk County Assessment Stabilization Reserve Fund, all residents of sewer districts experience a 3% annual increase regardless of any improvements performed with the annual typical property increase being $19.17 including all three projects.

A copy of the map, plan, and estimate of costs relating to said proposed increase, improvement, and extension of facilities is on file in the Office of the Clerk of said County Legislature, where the same may be examined during regular business hours.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §A2-15 OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE

S:pm-ph-sewer-8108

Introduced by Presiding Officer Lindsay Laid on Table 8/2/11

PROCEDURAL RESOLUTION NO. 22 –2011, TO SET A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 3 – SOUTHWEST (INFILTRATION/INFLOW STUDY/SEWER REHABILITATION) (CP 8181)

WHEREAS, by proceedings heretofore duly had and taken pursuant to Article 5-A of the County Law, the County Legislature of the County of Suffolk, New York has established a County sewer district designated and known as Suffolk County Sewer District No. 3 – Southwest; and

WHEREAS, a map and plan, together with an estimate of cost, has been prepared and filed with the County Legislature pursuant to Section 268 of the County Law in relation to the proposed construction to reduce infiltration and inflow of said sewer district; and

WHEREAS, it is now desired to call a public hearing thereon; pursuant to Section 254 of County Law; now, therefore be it

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

Section 1. A meeting of the County Legislature of the County of Suffolk New York shall be held at the County Center in the meeting room of the County Legislature in Riverhead, New York, in said County, on the 16th day of August 2011, at 2:30 p.m., Prevailing Time, for the purpose of conducting a public hearing on the aforesaid matter and for such other action on the part of said County Legislature as may be required by law or proper in premises.

Section 2. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of said public hearing to be published once in each of the official newspapers of said County, and such other newspaper as the Legislature may designate, if any, said publication to be made in each of such newspapers not less than ten, nor more than twenty days before the day set herein for said public hearing. Such notice shall be in the following form, to wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the County Legislature of the County of Suffolk New York will meet at the County Center in the meeting room of the County Legislature in Riverhead, New York, in said County, on August 16, 2011 at 2:30 PM, Prevailing Time, for the purpose of conducting a public hearing upon a proposal to perform tasks necessary to reduce infiltration and inflow of County Sewer District No. 3 – Southwest in and about in the Towns of Babylon and Islip, in and for said County, substantially in accordance with certain maps, plans, report and recommendations prepared by and filed with the County legislature by the Suffolk County Sewer Agency with the assistance of the County Department of Public Works, at which time and place said County legislature will consider such proposal and hear all parties interested therein concerning the same.

The project is to provide construction and rehabilitation of sewers to remove and reduce extraneous flows from entering the sanitary system. The cost opinion associated with the Infiltration/Inflow Study/Sewer Rehabilitation Project is $4.5 million. The project elements are more fully described and defined in the aforementioned maps, plans, report, and recommendations.

The existing district is billed on assessed value, a per parcel charge, and a user fee. It is proposed that the project will be implemented during 2012. Based on the project schedule, the maximum debt payment will be during 2013 at a value of $356,400. Financing is at 4.00% over 20 years for serial bonds. This unsubsidized increased rate amounts to a value per typical property of approximately $3.54 per year. This figure was developed using the full value of the Towns of Babylon and Islip along with the median full value of a typical property within the towns resulting in an increase of $0.0118 per $1,000 of full value for Capital Project 8181, the Infiltration/Inflow Study/Sewer Rehabilitation Project.

In addition to the Infiltration/Inflow Study/Sewer Rehabilitation Project, there are two concurrent projects in Sewer District No. 3 – Southwest. However, there will be no fiscal impact to the benefited properties since pursuant to the Suffolk County Assessment Stabilization Reserve Fund, all residents of sewer districts experience a 3% annual increase regardless of any improvements performed with the annual typical property increase being $19.17 including all three projects.

A copy of the map, plan, and estimate of costs relating to said proposed increase and improvement of facilities is on file in the Office of the Clerk of said County Legislature, where the same may be examined during regular business hours.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §A2-15 OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE

S:pm-ph-sewer-8181

Statement of Financial Impact on Proposed Suffolk County Legislation

IR Number: 1581 ***IR Year:*** 2008

Introduced By: Jack Eddington

Title of Proposed Resolution:
Authorizing planning steps for the acquisition of land under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007 Tremont Avenue property – Town of Brookhaven (SCTM No. 0200-838.00-03.00-001.000).

Purpose and Intent of Proposed Legislation:
Resolution authorizes planning steps for acquisition of a 2.2 acre of property in Brookhaven Town.

Detailed Explanation of Fiscal Impact:
Most of the work associated with a planning steps resolutions is done in-house which is an opportunity cost in that the resources used for the planning steps could have been used for another project

If applicable, what is the comparison cost if this is undertaken in-house, compared to an outside contractor or vendor?
Not Applicable

Total Financial Cost and timing over five years on each affected political or other subdivision:
Not Applicable

Proposed Source of Funding:
Not Applicable

Total Estimated Financial Impact on all Funds, tax rates, and property tax:
Not Applicable

Total Estimated Financial Impact on Suffolk County's economy including the impact on goods or services, economic development, small business activity, employment opportunities and overall business activity:
Not Applicable

Authorized Signature

For GV

Gail Vizzini, Director
Budget Review Office

Date Completed
6/13/08
Analyst Code
KD