

L A I D O N T H E T A B L E N O V E M B E R 2 2 , 2 0 1 1

LADS REPORT PREPARED BY:

Michele Gerardi

1922. Adopting Local Law No. -2011, A Local Law to ensure the integrity and legibility of prescription labels in Suffolk County. (Cooper) HEALTH & HUMAN SERVICES
1923. Adopting Local Law No. -2011, A Charter Law to authorize the use of development rights for smart growth, community development and job creation. (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE
1924. Adopting Local Law No. -2011, A Local Law to broaden enforcement of the County's outdoor wood-burning furnace laws. (Eddington) PUBLIC SAFETY
1925. Declaring November "Elks National Veterans Remembrance Month" in Suffolk County. (Stern) VETERANS & SENIORS
1926. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer By: County Legislature No. 362-2010. (Co. Exec.) BUDGET & FINANCE/INFORMATION TECHNOLOGY
1927. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 871-2011). (Co. Exec.) BUDGET & FINANCE/INFORMATION TECHNOLOGY
1928. Authorizing the sale, pursuant to Local Law No. 16-1976, of Real Property acquired under Section 46 of the Suffolk County Tax Act Cathleen Roster (SCTM No. 0500-085.00-04.00-037.001). (Co. Exec.) WAYS & MEANS
1929. Authorizing the sale, pursuant to Local Law No. 16-1976, of Real Property acquired under Section 46 of the Suffolk County Tax Act Estate of Georgia Hansen, by Cindy Hansen Gullo, Executrix (SCTM No. 0400-183.00-02.00-013.000). (Co. Exec.) WAYS & MEANS
1930. Authorizing the sale, pursuant to Local Law No. 16-1976, of Real Property acquired under Section 46 of the Suffolk County Tax Act Deborah Brown (SCTM No. 0900-380.00-02.00-035.000). (Co. Exec.) WAYS & MEANS
1931. Authorizing the sale, pursuant to Local Law No. 16-1976, of Real Property acquired under Section 46 of the Suffolk County Tax Act Estate of Arcenio J. Moncaleano (SCTM No. 0500-120.00-01.00-011.000). (Co. Exec.) WAYS & MEANS
1932. Authorizing the sale, pursuant to Local Law No. 16-1976, of Real Property acquired under Section 46 of the Suffolk County Tax Act Chukuma Okadigwe (SCTM No. 0900-035.00-02.00-054.006). (Co. Exec.) WAYS & MEANS
1933. Authorizing the sale, pursuant to Local Law No. 16-1976, of Real Property acquired under Section 46 of the Suffolk County Tax Act Gilbert J. McGarity and Michelle McGarity (SCTM No. 0902-003.00-01.00-019.002). (Co. Exec.) WAYS & MEANS

1934. Authorizing the renewal of the lease of premises located at 53345 Main Road, Bldg. 7, Unit 1, Southold NY for use by Suffolk County District Attorney's Office. (Co. Exec.) WAYS & MEANS
1935. Authorizing the County Executive to enter into a Memorandum of Understanding with the Town of Southampton to install beach markers on County beaches. (Schneiderman) PARKS & RECREATION
1936. Adopting Local Law No. -2011, A Charter Law to ensure funding for sewer infrastructure improvements. (Horsley) ENVIRONMENT, PLANNING & AGRICULTURE
1937. Authorizing the payment of rent for the 18th Legislative District Office. (Cooper) WAYS & MEANS
1938. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Edwin Lebron and Mildred Lebron, his wife (SCTM No. 0100-039.00-01.00-093.000). (Co. Exec.) WAYS & MEANS
1939. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Geiger Properties, LLC (SCTM No. 0103-019.00-05.00-059.000). (Co. Exec.) WAYS & MEANS
1940. Accepting and appropriating a grant in the amount of \$68,500 from the New York State Division of Criminal Justice Services, to provide enhanced defense representation for cases referred to the Legal Aid Society of Suffolk County by the Sex Offender Court with 100% support. (Co. Exec.) PUBLIC SAFETY
1941. Amending the 2011 Adopted Operating Budget to accept and appropriate 100% Federal Grant funds passed through the New York State Department of Health to the Suffolk County Department of Health Services for Immunization Action Plan. (Co. Exec.) HEALTH & HUMAN SERVICES
1942. Amending the 2011 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health for the provision of Respite Services for Children. (Co. Exec.) HEALTH & HUMAN SERVICES
1943. Amending the 2011 Adopted Operating Budget to transfer funds from Alternatives Counseling Center, Inc. Alternatives for Youth Program to the Project Outreach Alternatives for Youth Program. (Co. Exec.) HEALTH & HUMAN SERVICES
1944. Accepting and appropriating 100% Federal grant funds passed through the New York State Department of Health to the Suffolk County Department of Health Services for the Falls Prevention for Older Adults Initiative. (Co. Exec.) HEALTH & HUMAN SERVICES
1945. Accepting and appropriating a grant in the amount of \$21,500 from the State of New York Governor's Traffic Safety Committee, for the Suffolk County Police Department to fund a Motorcycle Safety Enforcement and Education Program with 81.53% support. (Co. Exec.) PUBLIC SAFETY

1946. Accepting and appropriating Federal funding in the amount of \$17,202 from the United States Department of Justice, Drug Enforcement Administration, for the Suffolk County Police Department's participation in the Tactical Diversion Task Force FY2012 with 81.53% support. (Co. Exec.) PUBLIC SAFETY
1947. Accepting and appropriating Federal funding in the amount of \$17,202 from the United States Department of Justice, Federal Bureau of Investigation, for the Suffolk County Police Department's participation in the Long Island Cyber Crime Task Force (LICCTF) with 81.53% support. (Co. Exec.) PUBLIC SAFETY
1948. Accepting and appropriating Federal funding in the amount of \$86,011 from the United States Department of Justice, Drug Enforcement Administration, for the Suffolk County Police Department's participation in the DEA Long Island Task Force with 81.53% support. (Co. Exec.) PUBLIC SAFETY
1949. Accepting and appropriating a grant in the amount of \$196,747 from the United States Department of Homeland Security, Federal Emergency Management Agency, for a Port Security Program with 100% support. (Co. Exec.) PUBLIC SAFETY
1950. Accepting and appropriating Federal funding in the amount of \$80,000 from the United States Department of Treasury, Internal Revenue Service, for the Suffolk County Police Department's participation in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) with 83.46% support. (Co. Exec.) PUBLIC SAFETY
1951. Accepting and appropriating Federal pass-through grant funds from the NYS Office of Homeland Security (NYS OHS) in the amount of \$103,905 for "Operation Shield" under State Homeland Security Program (SHSP) to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force, Suffolk County Police Department and various other federal, state and local agencies and to execute grant related agreements with 100% support. (Co. Exec.) PUBLIC SAFETY
1952. Accepting and appropriating 100% grant funding from the New York State Office of Temporary and Disability Assistance to the Suffolk County Department of Social Services for the continuation of services provided under the Community Solutions for Transportation Project and authorizing the County Executive and the Commissioner of Social Services to execute a contract. (Co. Exec.) HEALTH & HUMAN SERVICES
1953. Accepting and appropriating \$172,908 in 100% Federal funding under the Shelter Plus Care Grant Renewal Program from the United States Department of Housing and Urban Development and authorizing a contract with United Veterans Beacon House, Inc. (Co. Exec.) HEALTH & HUMAN SERVICES
1954. Accepting 100% grant funding in the amount of \$59,862 awarded by the New York State Office of Temporary and Disability Assistance to the Suffolk County Department of Social Services for the continuation of the Health Care Jobs 2 Program administered by the Suffolk County Department of Health Services. (Co. Exec.) HEALTH & HUMAN SERVICES

1955. Accepting and appropriating a grant in the amount of \$4,000 from the New York State Governor's Traffic Safety Committee Grant (GTSC FFY2012) Highway Safety Program with 100% support for Sheriff's Traffic Safety Initiative. (Co. Exec.) PUBLIC SAFETY
1956. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Robert Serrano (SCTM No. 0200-403.00-07.00-048.000). (Co. Exec.) WAYS & MEANS
1957. Authorizing the placement of certain properties owned by the County of Suffolk in public use pursuant to Section 406, New York State Real Property Law. (Co. Exec.) WAYS & MEANS
1958. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Robert Rizzotto (SCTM No. 0200-034.00-09.00-015.000). (Co. Exec.) WAYS & MEANS
1959. Authorizing transfer of surplus County servers to Ward Melville High School Computer Repair Lab. (Viloria-Fisher) WAYS & MEANS
1960. Declaring October "Bullying Prevention Awareness Month" in Suffolk County. (Cooper) HEALTH & HUMAN SERVICES
1961. Refunding Bond Resolution of the County of Suffolk, New York, Adopted November 9, 2011, authorizing the refunding of certain outstanding serial bonds of said County, stating the plan of refunding, appropriating an amount not to exceed \$17,750,000 for such purpose, authorizing the issuance of not to exceed \$17,750,000 refunding bonds to finance said appropriation, and making certain other determinations relative thereto. (Co. Exec.) **LAID ON TABLE 11/9/2011**
ADOPTED WITH C/N 11/9/2011
1962. Amending Resolution No. 1201-2010 in connection with the Suffolk County New Drinking Water Protection Program (effective December, 2007) - open space component - authorizing the acquisition for the Beechwood Moriches Building Corp. property - Forge River watershed addition (Town of Brookhaven). (Co. Exec.) **LAID ON TABLE 11/9/2011** **ADOPTED WITH C/N 11/9/2011**
1963. Adopting Local Law No. -2011, A Local Law authorizing the sale of the County's ownership interest in the Residual Trust established under the declaration and agreement of trust by and between the Wilmington Trust Company and Suffolk Tobacco Asset Securitization Corporation. (Pres. Off.) BUDGET & FINANCE/INFORMATION TECHNOLOGY **LAID ON TABLE 11/9/2011**
1964. Of the Legislature of the County of Suffolk, repealing its cents per gallon rate of sales and compensating use taxes on motor fuel and diesel motor fuel, thus restoring its percentage rate of such taxes, pursuant to the authority of Article 29 of the Tax Law of the State of New York. (Pres. Off.) BUDGET & FINANCE/INFORMATION TECHNOLOGY **LAID ON TABLE 11/9/2011**
1965. Adopting Local Law No. -2011, A Local Law to eliminate Planning Commission verbatim minutes. (Viloria-Fisher) ENVIRONMENT, PLANNING & AGRICULTURE

1966. Making a SEQRA determination in connection with the proposed LIRR Ronkonkoma Station Parking Lot Expansion, Town of Islip. (Pres. Off.) ENVIRONMENT, PLANNING & AGRICULTURE
1967. To amend the composition of the Sober Home Oversight Board. (Browning) HEALTH & HUMAN SERVICES
1968. Adopting Local Law No. -2011, A Local Law to protect public safety at reproductive health care facilities. (Viloria-Fisher) PUBLIC SAFETY
1969. Adopting Local Law No. -2011, A Local Law to amend the selection process for certain members of the Portable Fire Extinguishing and Automatic Fire Extinguishing Systems Licensing Board. (Co. Exec.) PUBLIC SAFETY
1970. Adopting Local Law No. -2011, A Charter Law to ensure appropriate representation of the ten Towns on the Suffolk County Planning Commission. (Romaine) ENVIRONMENT, PLANNING & AGRICULTURE
1971. Authorizing the Suffolk County Vanderbilt Museum and Planetarium to use County fueling stations for its traveling exhibit, "Discovering The Universe". (Cooper) PARKS & RECREATION
1972. Amending the 2011 Capital Budget and Program by accepting Federal and State Aid and appropriating funds in connection with reconstruction of spillways in County Parks – Dam No. 720, Cranberry Bog Preserve County Park, Riverhead (CP 7099). (Co. Exec.) PARKS & RECREATION
1973. Amending the 2011 Capital Budget and Program and appropriating funds in connection with improvements at County Golf Courses – West Sayville, Indian Island and Timber Point (CP 7166). (Co. Exec.) PARKS & RECREATION
1974. Appropriating funds for the purchase and installation of generators for full power supply at County owned health centers (CP 4008). (Co. Exec.) HEALTH & HUMAN SERVICES
1975. Appropriating funds in connection with the purchase of equipment for health centers (CP 4055). (Co. Exec.) HEALTH & HUMAN SERVICES
1976. Appropriating funds in connection with security notification – College Wide (CP 2140). (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY
1977. Authorizing Capital Project 6418.310 to close; amending the 2011 Capital Budget and Program, and reappropriating funds in connection with Downtown Beautification and Renewal of Huntington Station (CP 6418.317). (Co. Exec.) ECONOMIC DEVELOPMENT, HIGHER EDUCATION & ENERGY
1978. Authorizing execution of agreement by the Administrative Head of Suffolk County Sewer District No. 7 Twelve Pines and McKeon Rolling Steel Door Company (BR-0799.10). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION

1979. Amending Resolution No. 1053-2008 in connection with improvements to the Yaphank County Center Wastewater Treatment Plant (CP 8158). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION
1980. Authorizing execution of agreement by the Administrative Head of Suffolk County Sewer District No. 11 - Selden with the owner of Eranta, LLC (BR-1581). (Co. Exec.) PUBLIC WORKS & TRANSPORTATION
1981. Amending the 2011 Capital Budget and Program and appropriating PAYGO funds in connection with the Suffolk County ¼% New Drinking Water Protection Program for environmental protection for land acquisitions (CP 8714.210). (Co. Exec.) ENVIRONMENT, PLANNING & AGRICULTURE
1982. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer By: County Legislature No. 363-2010. (Co. Exec.) BUDGET & FINANCE/INFORMATION TECHNOLOGY
1983. Adopting Local Law No. -2011, A Charter Law to increase public accountability in budget process. (Cilmi) BUDGET & FINANCE/INFORMATION TECHNOLOGY
1984. Approving an increase in the fleet for the Suffolk County Sheriff's Office, at no cost to the County pursuant to a DWI seizure. (Co. Exec.) PUBLIC SAFETY
1985. Accepting and appropriating funds for a 100% U.S. Department of Health and Human Services funded grant to serve TANF and low income recipients with job training skills. (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION
1986. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Guillermo Almanzar (SCTM No. 0100-200.00-02.00-014.000). (Co. Exec.) WAYS & MEANS
1987. Authorizing the License Agreement for use of County premises located at Building 16, North County Complex, Hauppauge, NY by the Suffolk County Society for the Prevention of Cruelty to Animals. (Co. Exec.) WAYS & MEANS
1988. Authorizing the lease of premises located at 20 Pinehurst Drive, Bellport, NY for use by Suffolk County Department of Fire, Rescue and Emergency Services. (Co. Exec.) WAYS & MEANS
1989. Authorizing the License Agreement for use of County premises located at 30 East Avenue, Yaphank, NY by the American Red Cross. (Co. Exec.) WAYS & MEANS
1990. Accepting and appropriating 100% State grant funds awarded through the New York State Division of Criminal Justice Services funding to the Suffolk County Department of Probation. (Co. Exec.) PUBLIC SAFETY
1991. 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 purposes (SCTM No. 0200-974.50-02.00-021.000). (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION

1992. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-592.00-07.00-026.001). (Co. Exec.) WAYS & MEANS
1993. 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 purposes (SCTM No. 0200-453.00-01.00-008.000). (Co. Exec.) LABOR, HOUSING & CONSUMER PROTECTION
1994. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-183.00-01.00-009.000). (Co. Exec.) WAYS & MEANS
1995. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-960.00-02.00-001.000). (Co. Exec.) WAYS & MEANS
1996. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-975.80-05.00-025.000). (Co. Exec.) WAYS & MEANS
1997. Adopting Local Law No. -2011, A Charter Law to ban community college chargebacks to the Towns. (Romaine) BUDGET & FINANCE/INFORMATION TECHNOLOGY
1998. Naming the Department of Health Services building in Great River, New York in Honor of Herbert W. Davids. (Romaine) WAYS & MEANS
1999. Authorizing transfer of surplus County monitors and laptops to RSVP. (Kennedy) BUDGET & FINANCE/INFORMATION TECHNOLOGY
2000. Adopting Local Law No. -2011, A Local Law to establish a public registry of unscrupulous home improvement contractors in Suffolk County. (Cooper) LABOR, HOUSING & CONSUMER PROTECTION
2001. Authorizing support for the submission of a grant application to the New York State Office of Parks, Recreation and Historic Preservation by the Heritage Trust, Inc. (Anker) PARKS & RECREATION
2002. Extending the Welfare to Work Commission. (Browning) HEALTH & HUMAN SERVICES
2003. Adopting Local Law No. -2011, A Local Law to facilitate emergency housing of sex offenders in non-residential areas. (Schneiderman) HEALTH & HUMAN SERVICES
2004. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 872-2011). (Co. Exec.) BUDGET & FINANCE/INFORMATION TECHNOLOGY
2005. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Glen Tompkins (SCTM No. 0100-228.02-01.00-108.000). (Co. Exec.) WAYS & MEANS

2006. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Thomas P. Karlo (SCTM No. 0902-004.00-03.00-009.009). (Co. Exec.) WAYS & MEANS
2007. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Bill Theoharis, Anthony Theoharis and Anna Arabos (SCTM No. 1000-022.00-04.00-010.000). (Co. Exec.) WAYS & MEANS
2008. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Peter James Pitsiokos n/k/a Peter J. Lee, Theodore Steuart Pitsiokos and George Christopher Pitsiokos (SCTM No. 0600-114.00-01.00-042.000). (Co. Exec.) WAYS & MEANS
2009. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act John Mannino and Caterina Mannino, his wife (SCTM No. 0500-255.00-01.00-026.000). (Co. Exec.) WAYS & MEANS
2010. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Christopher Hansen and Roseanne Hansen, his wife (SCTM Nos. 0200-976.80-03.00-003.000 n/k/a 0209-015.00-03.00-003.000). (Co. Exec.) WAYS & MEANS
2011. Designating individual agents of the Suffolk County Society for the Prevention of Cruelty to Animals as volunteers of the County of Suffolk for the purposes of indemnification. (Romaine) LABOR, HOUSING & CONSUMER PROTECTION

UPDATED VERSION AS OF 11/14/11

Intro. Res. No. 1922-2011
Introduced by Legislator Cooper

Laid on Table 11/22/2011

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW
NO. -2011, A LOCAL LAW TO ENSURE THE INTEGRITY
AND LEGIBILITY OF PRESCRIPTION LABELS 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 TO ENSURE THE INTEGRITY AND LEGIBILITY OF PRESCRIPTION LABELS 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 TO ENSURE THE INTEGRITY AND LEGIBILITY OF
PRESCRIPTION LABELS 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 many Suffolk County residents rely on prescription medications to address a wide variety of health needs.

This Legislature also finds and determines that many of these medications are essential for the survival of individuals with serious medical conditions.

This Legislature finds that the labels affixed to prescription medications dispensed from pharmacies provide patients with important information, including the directions for taking a medication, potential side effects, drug warnings, and a medication's expiration date.

This Legislature finds that, frequently, prescription labels are printed on materials that are susceptible to fading or obfuscation from the sun, water, or simple wear and tear.

This Legislature determines that when a prescription label becomes illegible, the chances of a patient taking the wrong medication or an incorrect dosage of medication increase.

This Legislature also finds that the County of Suffolk has a responsibility to protect the health and safety of its residents.

This Legislature further finds that prescriptions dispensed in Suffolk County should have prescription labels that are resistant to fading, wear and tear or other forms of damage.

Therefore, the purpose of this law is to require pharmacies operating in Suffolk County to take measures to ensure the integrity and legibility of prescription labels for the life of the prescription.

Section 2. Definitions.

As used in this law, the following term shall have the meaning indicated:

“OPERATOR” shall mean the person in charge of a pharmacy. This term shall specifically include, but not necessarily be limited to, the owner, lessee, manager, assistant manager or any person in charge of managing the operation or activities of a pharmacy.

“PHARMACY” shall mean any place in which drugs, prescriptions or poisons are possessed for the purpose of compounding, preserving, dispensing or retailing, or in which drugs, prescriptions or poisons are compounded, preserved, dispensed or retailed, or in which such drugs, prescriptions or poisons are by advertising or otherwise offered for sale at retail, as defined under New York State Education Law § 6802.

“PRESCRIPTION LABEL” shall mean the label affixed to a container used in the dispensing of prescription medications.

Section 3. Requirements.

Pharmacies in Suffolk County must use high quality prescription labels which must strongly adhere the label to the container the prescription is dispensed in and maintain the integrity and legibility of the label for the life of the prescription.

Section 4. Penalties.

Any operator of a pharmacy who intentionally violates any provision of this chapter shall be subject to a civil fine of \$250 for the first offense, \$500 for a second offense, and \$750 for all subsequent offenses.

Section 5. Enforcement.

This article shall be enforced by the Suffolk County Department of Health Services in accordance with the provisions of Article II of the Suffolk County Sanitary Code.

Section 6. Rules and Regulations.

The Suffolk County Department of Health Services shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provisions of this chapter.

Section 7. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

Section 8. 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 9. 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 10. Effective Date.

This law shall take effect on the one hundred twentieth (120th) day following its 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



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: OCTOBER 13, 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 ENSURE THE INTEGRITY OF PRESCRIPTION LABELS IN SUFFOLK COUNTY

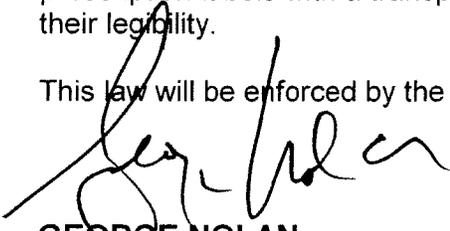
SPONSOR: LEGISLATOR COOPER

DATE OF RECEIPT BY COUNSEL: 10/12/2011 **PUBLIC HEARING:** 12/6/2011

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

This proposed local law would require pharmacies operating in Suffolk County to cover all prescription labels with a transparent, water resistant material to protect the labels and maintain their legibility.

This law will be enforced by the Department of Health Services.


GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-refile-prescription-drug-labels

1923

Intro. Res. No. -2011
Introduced by Presiding Officer Lindsay

Laid on Table 11/22/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW
NO. -2011, A CHARTER LAW TO AUTHORIZE THE USE
OF DEVELOPMENT RIGHTS FOR SMART GROWTH,
COMMUNITY DEVELOPMENT AND JOB CREATION**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011 a proposed local law entitled, "**A CHARTER LAW TO AUTHORIZE THE USE OF DEVELOPMENT RIGHTS FOR SMART GROWTH, COMMUNITY DEVELOPMENT AND JOB CREATION**"; 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 AUTHORIZE THE USE OF DEVELOPMENT
RIGHTS FOR SMART GROWTH, COMMUNITY DEVELOPMENT
AND JOB CREATION**

**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's Save Open Space (SOS) and New Drinking Water Protection Programs authorized the transfer of development rights from lands acquired under these programs for the purpose of providing workforce housing.

This Legislature further finds that few, if any, of the development right credits that have been banked under these programs have so far been utilized to create housing.

This Legislature also finds that in addition to workforce housing, these development rights could be used to further other worthy policy goals including smart growth in downtown areas, community development and job creation.

This Legislature determines that the targeted sale of development rights, in accordance with a program developed by the Department of Planning, would also generate much needed revenues that would allow the County of Suffolk to maintain services and provide tax relief.

Therefore, the purpose of this law is to amend Article XII of the SUFFOLK COUNTY CHARTER to authorize the sale of development rights to spur smart growth, community development and job creation.

Section 2. Amendment.

Section 12-2(A)(2)(c) of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

- (c) The County of Suffolk hereby reserves the right to dedicate and transfer development rights from land acquired under this law (exclusive of transactions involving farmland development rights, active parkland, hamlet parks, and historic parks), and hold for use or subsequent sale for the [sole] purposes of providing workforce housing, as defined in Article XXXVI of the Suffolk County Administrative Code, fostering smart growth in downtown areas, furthering community development or spurring job creation, [pursuant to a program established by the Suffolk County Department of Planning and via subsequent duly enacted resolution of the County]. In each individual use or sale of such development rights for the purpose of providing workforce housing, such use or sale shall be subject to approval by duly enacted resolution of the County of Suffolk and shall be consistent with Resolution 412-2005, as amended. A program to govern the use or sale of development rights for the purposes of fostering smart growth in downtown areas, furthering community development and spurring job creation shall be established by the Department of Planning and via subsequent duly enacted resolution of the County of Suffolk and each individual use or sale of development rights for these purposes shall be subject to approval by duly enacted resolution of the County of Suffolk.

Section 3. Applicability.

This law shall apply to development rights that are derived from land acquisitions 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 its 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\cl-development-rights-use

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: OCTOBER 14, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2011

TITLE: A CHARTER LAW TO AUTHORIZE THE USE OF DEVELOPMENT RIGHTS FOR SMART GROWTH, COMMUNITY DEVELOPMENT AND JOB CREATION

SPONSOR: PRESIDING OFFICER LINDSAY

DATE OF RECEIPT BY COUNSEL: 10/4/2011 **PUBLIC HEARING:** 12/6/2011

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

This proposed local law would amend Article XII of the SUFFOLK COUNTY CHARTER, Suffolk County Drinking Water Protection Program, to expand the permissible use of development rights acquired under the law.

Specifically, this law would allow Suffolk County to use or transfer development rights obtained under the Drinking Water Protection Program for the purposes of fostering growth, community development in downtown areas and creating jobs in Suffolk County. Presently, development rights obtained under this law may only be used to provide workforce housing.

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

GEORGE NOLAN
Counsel to the Legislature

GN:mjk

s:\rule28\28-development-rights-smart-growth

1924

Intro. Res. No. -2011
Introduced by Legislators Eddington and Schneiderman

Laid on Table 11/22/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO.
-2011, A LOCAL LAW TO BROADEN ENFORCEMENT OF THE
COUNTY'S OUTDOOR WOOD-BURNING FURNACE LAWS**

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 BROADEN ENFORCEMENT OF THE COUNTY'S OUTDOOR WOOD-BURNING FURNACE LAWS**" 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 BROADEN ENFORCEMENT OF THE
COUNTY'S OUTDOOR WOOD-BURNING FURNACE LAWS**

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 No. 8-2007, codified in Chapter 308 of the SUFFOLK COUNTY CODE, restricts the sale, use and operation of outdoor wood-burning furnaces in the County of Suffolk.

This Legislature also finds that the restrictions on the use and operations of outdoor wood-burning furnaces are enforced by the Suffolk County Police Department.

This Legislature finds that the enforcement language should be broadened to allow town and village police departments outside the County Police District to enforce the restrictions on outdoor wood-burning furnaces.

Therefore, the purpose of this law is amend Chapter 308 of the SUFFOLK COUNTY CODE to allow town and village police departments to enforce restrictions on the use of outdoor wood-burning furnaces.

Section 2. Amendments.

Section 308-8 of the SUFFOLK COUNTY CODE is hereby amended as follows:

§ 308-8. Enforcement.

A. The Office of Consumer Affairs is hereby authorized to enforce the ban on the purchase, sale, construction, or installation of new outdoor wood-burning furnaces under § 308-3 of this chapter.

B. The Suffolk County Police Department and town and village police departments shall enforce the use and operation restrictions on outdoor wood-burning furnaces under §§ 308-4 and 308-5 of this chapter.

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

COUNTY OF SUFFOLK

1924

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: November 14, 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 BROADEN ENFORCEMENT OF THE COUNTY'S
OUTDOOR WOOD-BURNING FURNACE LAW

SPONSOR: LEGISLATORS EDDINGTON AND SCHNEIDERMAN

DATE OF RECEIPT BY COUNSEL: 11/14/11 PUBLIC HEARING: 12/6/11

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

This proposed local law would amend Chapter 308 of the SUFFOLK COUNTY CODE to authorize town and village police departments to enforce the County's restrictions on outdoor wood-burning furnaces.

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 wood burning furnace regulations

1925

Intro. Res. No. -2011
Introduced by Legislator Stern

Laid on Table 11/22/11

**RESOLUTION NO. -2011, DECLARING NOVEMBER
"ELKS NATIONAL VETERANS REMEMBRANCE MONTH" IN
SUFFOLK COUNTY**

WHEREAS, the Benevolent and Protective Order of Elks is a non-profit organization which provides a wide array of services to youth and veterans; and

WHEREAS, in 1917, the Elks began their first service program to aid veterans returning from World War I; and

WHEREAS, from that first program, the Elks have developed a wide variety of service programs for veterans, overseen by the Elks National Veterans Service Commission; and be it further

WHEREAS, November 11th is Veterans Day; and

WHEREAS, the month of November should be dedicated to honor veterans and recognize the extraordinary assistance the Elks have provided to those who serve our country; now, therefore be it

1st RESOLVED, that beginning in 2012 and continuing every year thereafter, November shall be designated "Elks National Veterans Remembrance Month" in the County of Suffolk, to honor the legacy of the Benevolent and Protective Order of the Elks and their service to our nation's veterans; 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-november elsk vets month

Intro Res. No. **1926-11** Laid on Table **11/22/11**
 Introduced by Presiding Officer on the Request of the County Executive

RESOLUTION NO. TO READJUST, COMPROMISE, AND
 GRANT REFUNDS AND CHARGEBACKS ON CORRECTION
 OR ERRORS/COUNTY TREASURER BY: COUNTY
 LEGISLATURE #362

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments and grant refunds of taxes, in the case of erroneous or improper assessments, pursuant to the provisions of the Real Property Tax Law and the Suffolk County Tax Act, and

WHEREAS, the properties represented by the item numbers or tax map numbers indicated below have been erroneously or improperly assessed as appears from the certificates of Assessors of the respective towns in which said properties are situated as described below and the procedures as provided in the Real Property Tax Law have been fully complied with, now, therefore, be it

RESOLVED, that the taxes for the properties represented by the item numbers or tax map numbers as shown for the year or years specified be readjusted or refunded in full or in part in the amount set opposite each such parcel as hereinafter indicated, and

BE IT FURTHER RESOLVED that the amount of such adjustment or refund be charged back to the respective town as provided by law.

<u>Description</u>	<u>Year</u>	<u>Original Tax</u>	<u>Corrected Tax</u>	<u>Chargeback or Refund, if paid</u>
BABYLON:				
0100-174.00-04.00-030.000	2009/10	\$9,989.59	0.00	\$9,989.59
BROOKHAVEN:				
0200-545.00-01.00-003.000 (ITEM #8205881)	2004/05	\$4,257.07	0.00	\$4,257.07
0200-545.00-01.00-003.000 (ITEM #8205881)	2005/06	\$4,425.89	0.00	\$4,425.89

Dated:

Approved By:

Suffolk County Executive

Date of Approval:

1926

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
ResolutionXXX Local Law Charter Law

2. Title of Proposed Legislation
To readjust, compromise and grant refunds and charge backs on Correction of Errors/County Treasurer By: County Treasurer

3. Purpose of Proposed Legislation
To cancel or adjust taxes and make refunds and charge backs due to erroneous or improper assessments.

4. Will the Proposed Legislation Have a Fiscal Impact? **YES XXX** NO

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

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

6. If the answer to item 5 is "yes," Provide Detailed Explanation of Impact
In the case of refunds, the County will initially refund the amount of the incorrect tax. Approximately 81% of the refunded amount will be charged back to the Town to be added to the subsequent year's tax warrant. The remainder will be a County charge. If the original tax is unpaid, the same procedure would apply, however, no County monies would be refunded and it will be charged back to the Town within twelve to eighteen months.

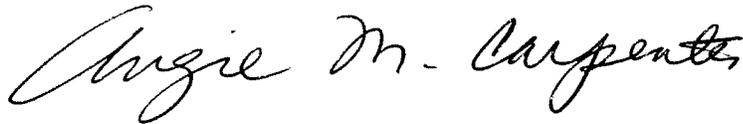
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
Unknown

8. Proposed Source of Funding
To be refunded from the County General Fund

9. Timing of Impact
Variable

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date

Angie M. Carpenter
County Treasurer



Additional back-up material regarding IR 1926 is on file in the

Legislative Clerk's Office, Hauppauge.

RESOLUTION NO.

CONTROL#871-2011

Intro. Res. # 1927-11

Laid on Table 11/22/11

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 #871-2011)

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.

1927

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution 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

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

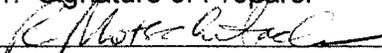
8. Proposed Source of Funding

N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer
R. Motschenbacher RPAT II

11. Signature of Preparer


12. Date October 3, 2011

Additional back-up material regarding IR 1927 is on file in the

Legislative Clerk's Office, Hauppauge.

Introductory Resolution No. 1928-11 Laid on Table 11/22/11

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
CATHLEEN ROSTER
0500-085.00-04.00-037.001

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 085.00, Block 04.00, Lot 037.001, and acquired by tax deed on September 08, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 09, 2011, in Liber 12670, at Page 783, and otherwise known and designated by the Town of Islip, as District 0500, Section 085.00, Block 04.00, Lot 037.001; 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 September 08, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 09, 2011 in Liber 12670 at Page 783.

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, CATHLEEN ROSTER has made application of said above described parcel and CATHLEEN ROSTER has paid the application fee and has paid \$40,926.74, 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 CATHLEEN ROSTER, 2144 Ocean Avenue, Ronkonkoma NY 11779, 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

1928

October 14, 2011

Tax Map No.: 0500-085.00-04.00-037.001

Name of Last Legal Fee Owner: CATHLEEN ROSTER

TREASURER'S COMPUTATION..... \$40,926.74 ^

Taxes.....2010/2011..... INCLUDED

License/Storage Fee..... OPEN

Repairs.....OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$40,926.74

Monies Received..... \$40,926.74

RESOLUTION AMOUNT..... \$40,926.74 v

APPROVED:

PREPARED BY:

Lori Sklar

Lori Sklar
Redemption Unit
(631)853-5937

ABrownell 10/17/2011

Accounting

LS:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0500	085.00	04.00	037.001

1928

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2006/07	2086.85
2007/08	9986.63
2008/09	9635.42
2009/10	9017.35
2010/11	7012.29

TOTAL: 37738.54 ^

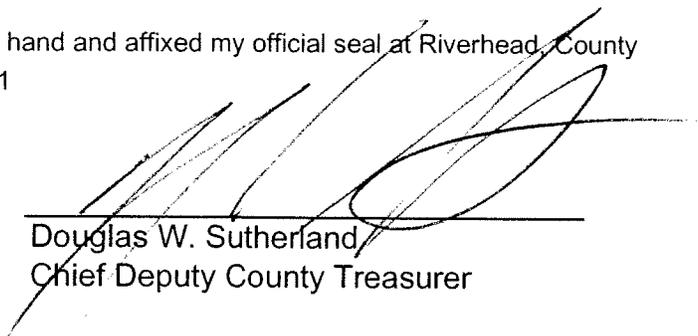
B. INTEREST DUE	1239.31
C. TOTAL	38977.85
D. 5% LINE C	1948.89
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$40,926.74 ^

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. 28-Sep-11



Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to
and including 03/26/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0500-085.00-04.00-037.001

1928

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)

<u>County</u>	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

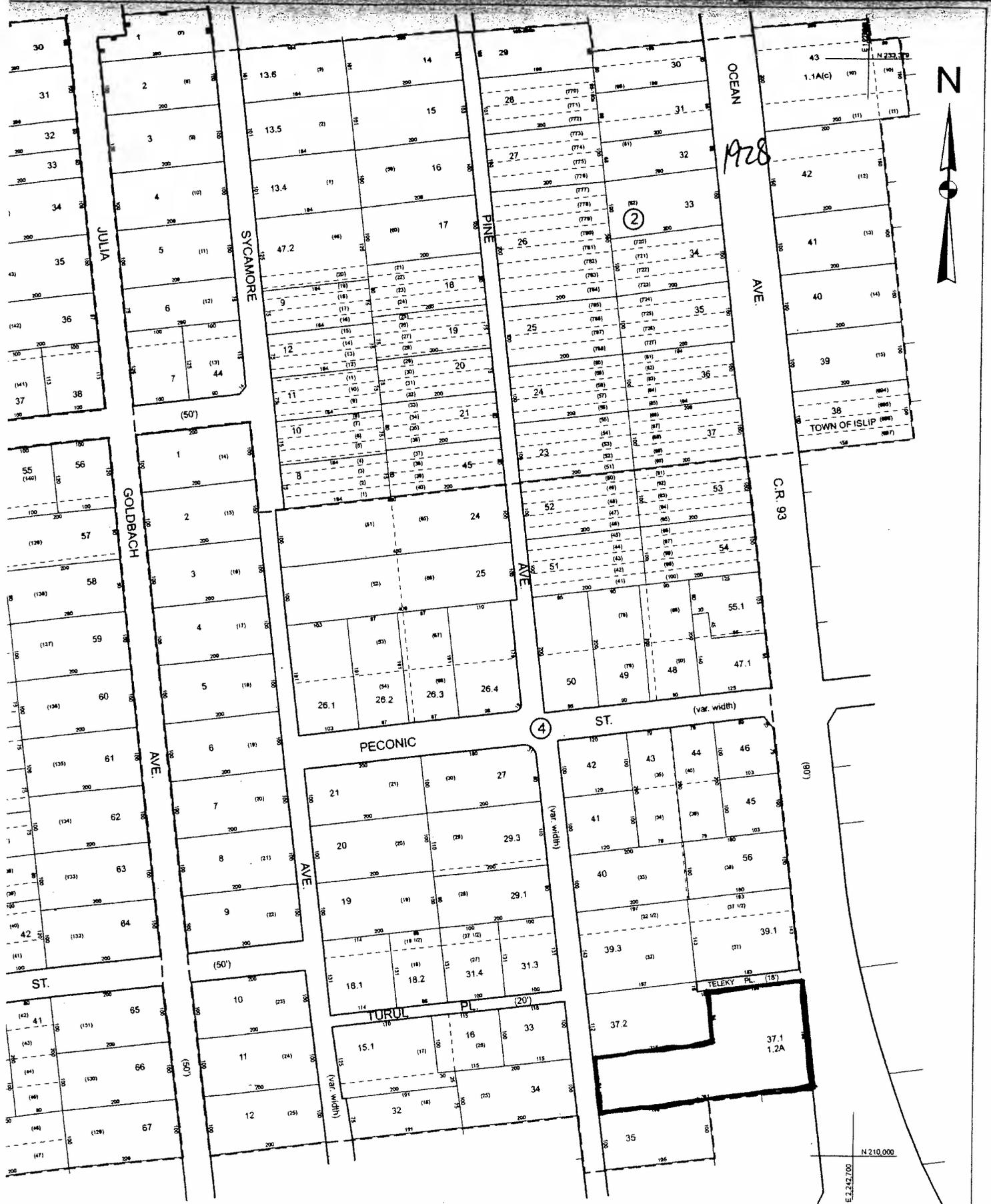
2011

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

Lori Sklar

Lori Sklar

10/17/11



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	081	082	083	TOWN OF	ISLIP
	084	085	086	VILLAGE OF	
	103	104	105	DISTRICT NO	0500

SECTION NO
85
 PROPERTY MAP

Gen A4

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

1928

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

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

October 18, 2011

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

Re: Tax Map No. 0500-085.00-04.00-037.001
CATHLEEN ROSTER

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)
- 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 Kubicko, Inventory

Introductory Resolution No. 1929-11 Laid on Table 11/22/11

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
ESTATE OF GEORGIA HANSEN, BY CINDY HANSEN GULLO, EXECUTRIX
0400-183.00-02.00-013.000

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 183.00, Block 02.00, Lot 013.000, and acquired by tax deed on September 21, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 21, 2009, in Liber 12600, at Page 864, and otherwise known and designated by the Town of Huntington, as Lot No. 15, on a certain map entitled "Map of Holly Park", filed in the Office of the Clerk of Suffolk County on February 2, 1937 as Map No. 1224; 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 September 21, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 21, 2009 in Liber 12600 at Page 864.

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, ESTATE OF GEORGIA HANSEN, BY CINDY HANSEN GULLO, EXECUTRIX has made application of said above described parcel and ESTATE OF GEORGIA HANSEN, BY CINDY HANSEN GULLO, EXECUTRIX has paid the application fee and has paid \$40,870.70, 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 ESTATE OF GEORGIA HANSEN, BY CINDY HANSEN GULLO, EXECUTRIX, 7267 Coventry Court, Spring Hill FL 34607, 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

1929

October 11, 2011

Tax Map No.: 0400-183.00-02.00-013.000

Name of Last Legal Fee Owner:

ESTATE OF GEORGIA HANSEN, BY CINDY HANSEN GULLO, EXECUTRIX

TREASURER'S COMPUTATION..... \$37,256.39
Taxes.....2010/2011..... \$3,614.31
License/Storage Fee..... OPEN
Repairs..... OPEN
Miscellaneous Expenses..... OPEN

TOTAL..... \$40,870.70

Monies Received..... \$40,870.70

RESOLUTION AMOUNT..... \$40,870.70

APPROVED:

Karen A. Slater 10/12/11

Accounting
LS:lag

PREPARED BY:

Lori Sklar

Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0400	183.00	02.00	013.000

1929

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2004/05	3335.42
2005/06	6659.86
2006/07	6369.85
2007/08	5941.75
2008/09	4641.35
2009/10	4889.13

2010/11 PROPERTY TAXES \$3,614.31 NOT INCLUDED IN COMPUTATION

TOTAL: 31837.36

B. INTEREST DUE	3644.92
C. TOTAL	35482.28
D. 5% LINE C	1774.11
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$37,256.39

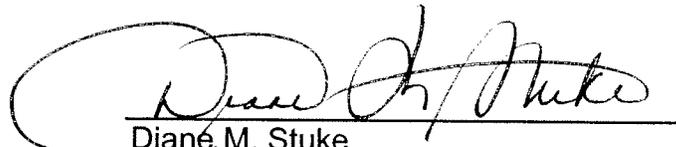
100
10/12/11

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-Apr-11



Diane M. Stuke
Deputy County Treasurer

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

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1929

1. Type of Legislation

Resolution
Tax Map Number 0400-183.00-02.00-013.000

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 No

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

<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District Other (Specify):	
<input type="radio"/> Library District	<input type="radio"/> 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

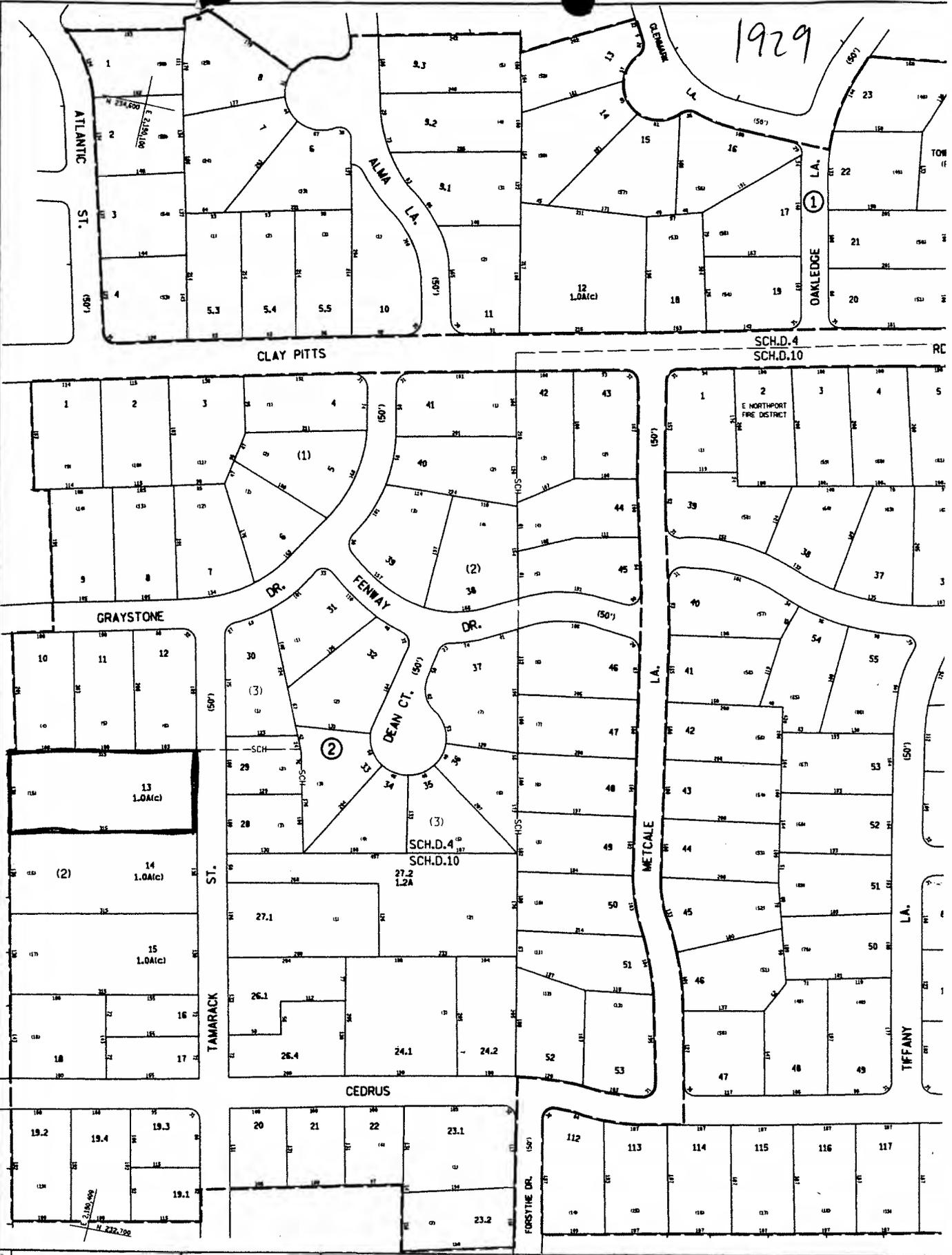
10. Typed Name & Title of Preparer Signature of Preparer Date

Lori Sklar

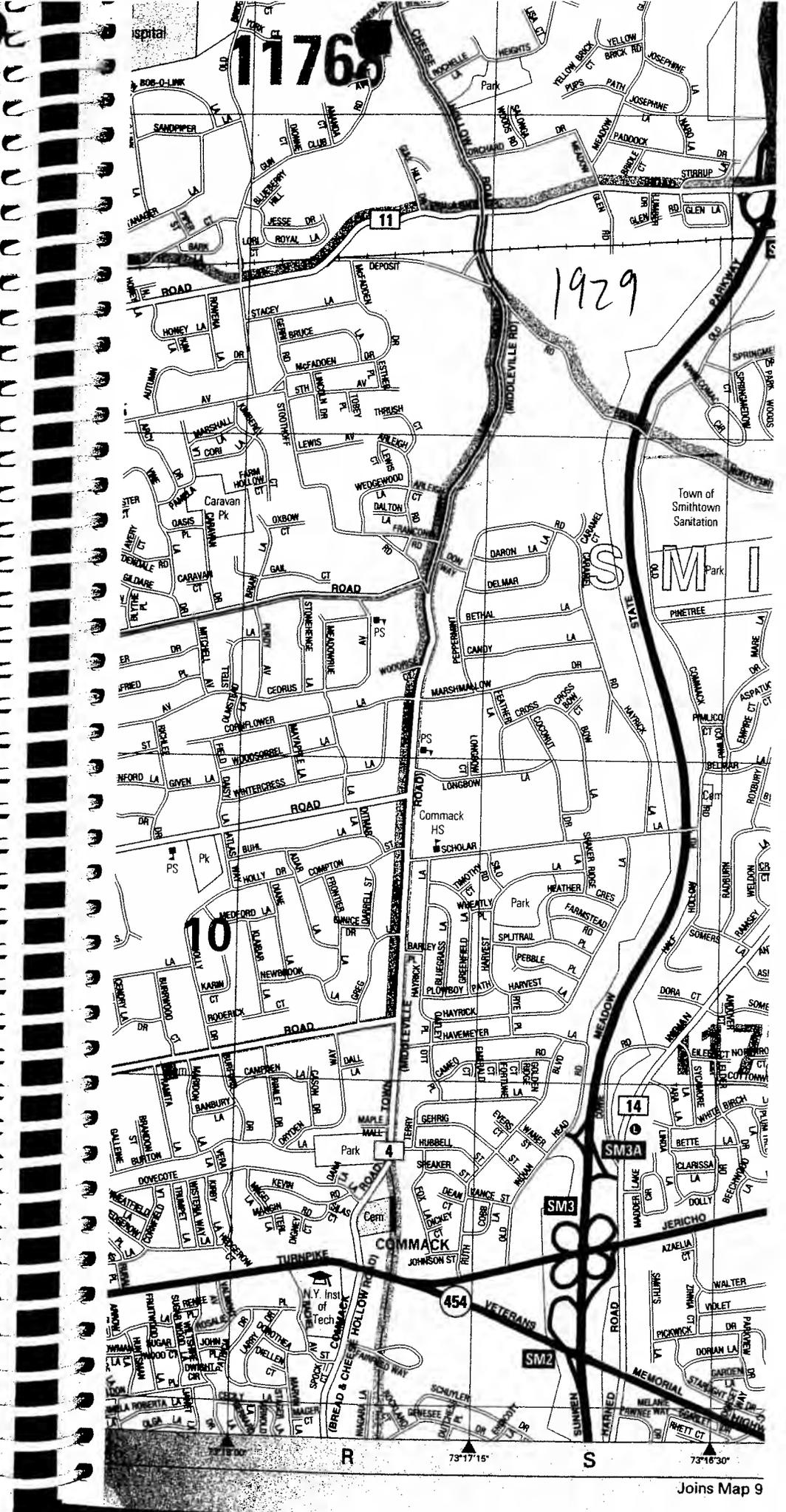
Lori Sklar 10/12/11

Revisions
 04-03-98
 08-04-03
 03-17-04
 05-02-04
 06-22-07

1929



Property of No. Line
 Subdivided Lot No. (23)
 Block Line
 School District Line
 Fire District Line
 Hydrant District Line
 Bridge District Line
 UNLESS DRAWN OTHERWISE, FOLLOW ARE WITHIN THE SCHOOL DISTRICT



Gen A7

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

1929

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

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

October 18, 2011

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

Re: Tax Map No. 0400-183.00-02.00-013.000
ESTATE OF GEORGIA HANSEN, BY CINDY HANSEN GULLO, EXECUTRIX

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)
- 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 Kubicko, Inventory

DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
SPONSORS MEMO FOR COUNTY LEGISLATION

Resolution Title:

ESTATE OF GEORGIA HANSEN, BY CINDY HANSEN GULLO, EXECUTRIX
0400-183.00-02.00-013.000

Purpose/Justification of Request:

Local Law No. 16 - 1976, as amended

Specify Where Applicable:

1. Is request due to change in law? yes___ no_ X
If yes, please explain:
 2. Has this resolution been submitted previously? yes__ no_ X
If yes, give I.R.#, attach copy and reason for resubmittal:
 3. Is backup attached? yes_ X no___
 4. Is this resolution subject to SEQRA review? yes___ no_ X
-

Fiscal Information:

Anticipated Revenue \$40,870.70

Contact Person Lori Sklar Telephone Number (631)853-5937

Introductory Resolution No. 1930-11 Laid on Table 11/22/11

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
DEBORAH BROWN
0900-380.00-02.00-035.000

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 Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0900, Section 380.00, Block 02.00, Lot 035.000, and acquired by tax deed on November 30, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 30, 2010, in Liber 12644, at Page 475, and otherwise known and designated by the Town of Southampton, as District 0900, Section 380.00, Block 02.00, Lot 035.000; 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 November 30, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 30, 2010 in Liber 12644 at Page 475.

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, DEBORAH BROWN has made application of said above described parcel and DEBORAH BROWN has paid the application fee and has paid \$26,770.47, 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 DEBORAH BROWN, 33D Club Lane, P.O. Box 486, Remsenburg NY 11960, 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

1930

October 05, 2011

Tax Map No.: 0900-380.00-02.00-035.000

Name of Last Legal Fee Owner: DEBORAH BROWN

TREASURER'S COMPUTATION..... \$20,743.97
Taxes.....2010/2011..... \$6,026.50
License/Storage Fee..... OPEN
Repairs..... OPEN
Miscellaneous Expenses..... OPEN

TOTAL..... \$26,770.47

Monies Received..... \$26,770.47

RESOLUTION AMOUNT..... \$26,770.47

APPROVED:

Karen Slater 10/5/11

Accounting
DB:lag

PREPARED BY:

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0900	380.00	02.00	035.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

1930

2007/08	5311.88
2008/09	7541.56
2009/10	5843.32

2010/11 PROPERTY TAXES \$6,026.50 NOT INCLUDED IN COMPUTATION

TOTAL: 18696.76

B. INTEREST DUE	1059.40
C. TOTAL	19756.16
D. 5% LINE C	987.81
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE

\$20,743.97

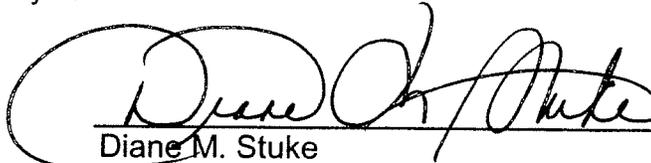
D
10/15/11

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.

11-May-11



Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to
and including 11/07/11

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution
Tax Map Number 0900-380.00-02.00-035.000

1930

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 No

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

<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District Other (Specify):	
<input type="radio"/> Library District	<input type="radio"/> 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

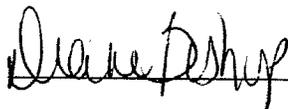
N/A

9. Timing of Impact

2011

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

Diane Bishop



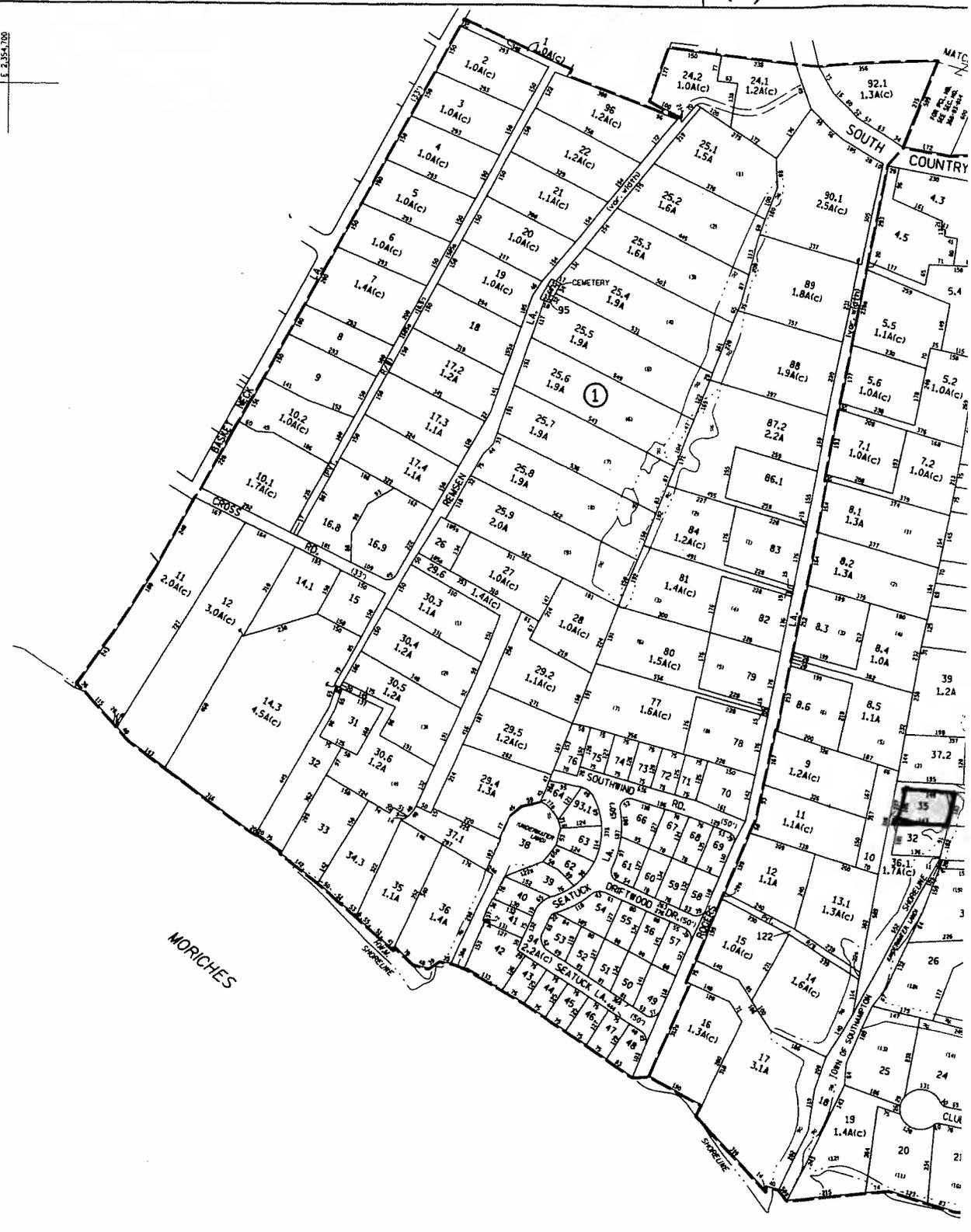
10/5/14

1930

Revisions

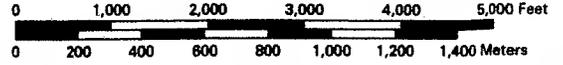
04-26-96
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07-23-97
09-29-97
10-07-97
06-11-98
07-24-98
12-21-98
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02-19-99
07-22-99
07-27-99
08-05-99
03-30-00
06-07-00
11-14-00
03-07-01
06-27-01
07-11-01
08-21-01
08-27-02
01-24-03
06-11-03
08-22-03
01-07-04
11-23-04
10-09-07
06-19-08
12-17-08
12-15-09

N 214,900
E 2,354,700



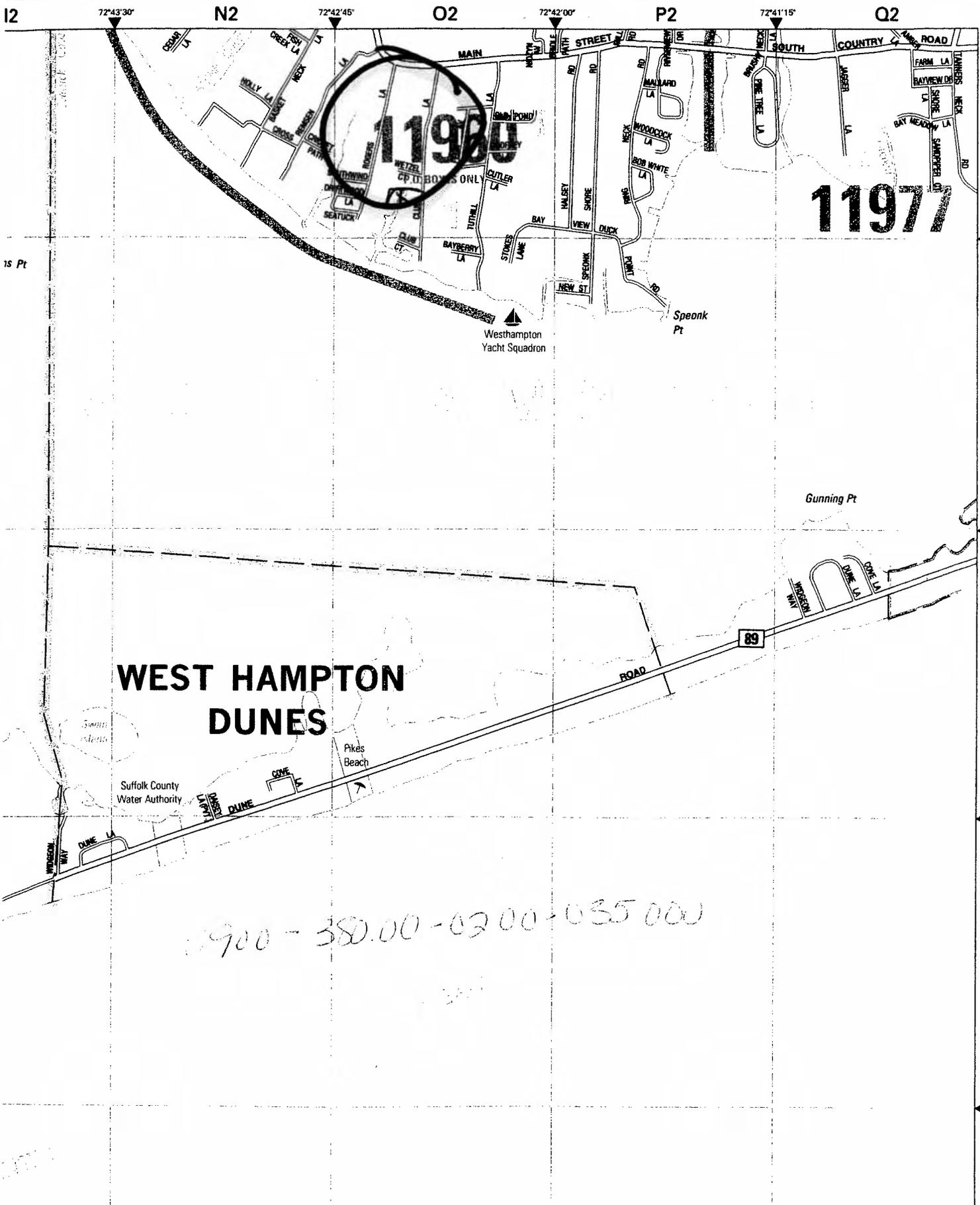
distance:
approximately
6 mi. vertically.

Scale 1:24,000



1930

Joins Map 38



1900 - 380.00 - 0200 - 035000

Gen A8

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

1930

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

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

October 7, 2011

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

Re: Tax Map No. 0900-380.00-02.00-035.000
DEBORAH BROWN

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)
- 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

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
ESTATE OF ARCENIO J. MONCALEANO
0500-120.00-01.00-011.000

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 120.00, Block 01.00, Lot 011.000, and acquired by tax deed on July 18, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 22, 2008, in Liber 12558, at Page 867, and otherwise known and designated by the Town of Islip, as District 0500, Section 120.00, Block 01.00, Lot 011.000; 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 July 18, 2008, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 22, 2008 in Liber 12558 at Page 867.

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, WELLS FARGO BANK, N.A. has made application of said above described parcel and WELLS FARGO BANK, N.A. paid the application fee and has paid \$5,096.23, 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 ESTATE OF ARCENIO J. MONCALEANO, 23A Booth Street, Central Islip, New York 11722, 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

1931

September 26, 2011

Tax Map No.: 0500-120.00-01.00-011.000

Name of Last Legal Fee Owner: ESTATE OF ARCENIO J. MONCALEANO

TREASURER'S COMPUTATION..... \$5,096.23 ✎

Taxes.....2010/2011..... INCLUDED

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$5,096.23

Monies Received..... \$5,096.23

RESOLUTION AMOUNT..... \$5,096.23 ✎

APPROVED:

Annette Brownell 9/28/2011
Accounting
LS:lag

PREPARED BY:

Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0500	120.00	01.00	011.000

(93)

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	562.10
2006/07	1156.54
2007/08	895.72
2009/10	763.68
2010/11	805.92

THERE WERE NO PROPERTY TAXES ASSESSED FOR THE 2008/09 TAX YEAR

TOTAL: 4183.96 ^

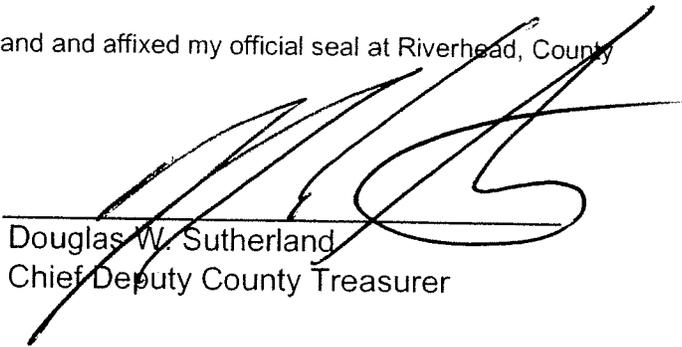
B. INTEREST DUE	669.59
C. TOTAL	4853.55
D. 5% LINE C	242.68
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$5,096.23 ✓

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. 14-Sep-11



Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to
and including 03/12/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1931

1. Type of Legislation

Resolution
Tax Map Number 0500-120.00-01.00-011.000

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 No

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

- | | | |
|---|--|---------------------------------------|
| <input checked="" type="radio"/> County | <input type="radio"/> Town | <input type="radio"/> Economic Impact |
| <input type="radio"/> Village | <input type="radio"/> School District Other (Specify): | |
| <input type="radio"/> Library District | <input type="radio"/> 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

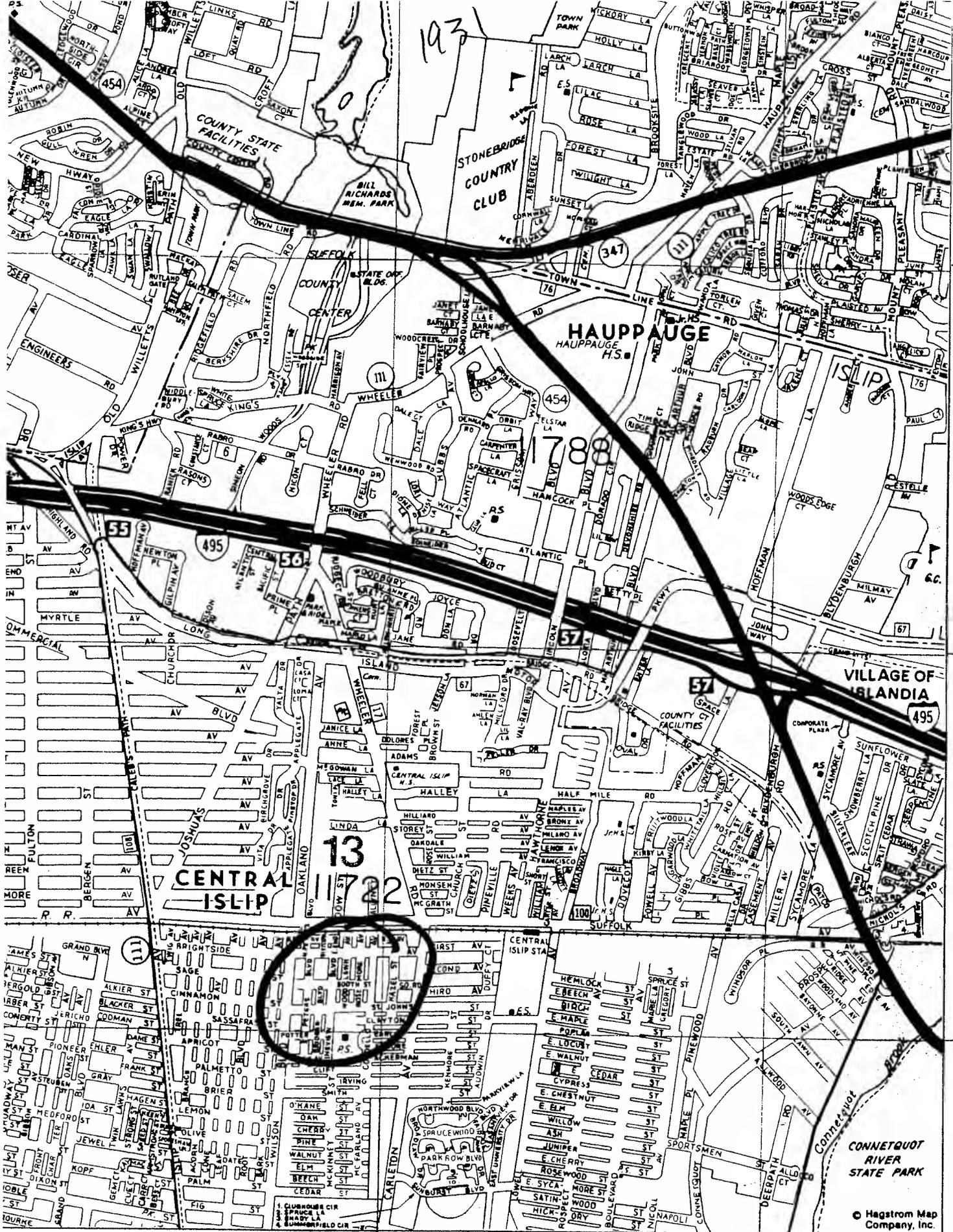
2011

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

Lori Sklar

Lori Sklar

9/28/11



FOR ADJOINING AREA SEE MAP NO. 12 | SEE MAP NO. 13

10

11

12

8

FOR ADJOINING AREA SEE MAP NO 9

CONNELT RIVER STATE PARK

© Hagstrom Map Company, Inc.

Revisions
 01-27-36
 07-25-97
 05-05-99
 11-10-99
 11-26-01
 02-05-02
 02-13-02
 10-11-02
 10-31-02
 10-19-04
 01-13-05
 09-08-05
 10-20-06
 05-10-07



School District Line — SCH Fire District Line — F Water District Line — W Light District Line — L Park District Line — P Sewer District Line — S	School District Line — SCH Fire District Line — F Water District Line — W Light District Line — L Park District Line — P Sewer District Line — S	Hydrant District Line — H Airline District Line — A Metered District Line — M Insurance District Line — I Fallowater District Line — FW	UNLESS DRAWN AT ARE WITHIN THE SCHOOL 15 FIRE 5 PARK 5 AMBULANCE
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COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

1931

DEPARTMENT OF ENVIRONMENT AND ENERGY

DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

October 3, 2011

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

Re: Tax Map No. 0500-120.00-01.00-011.000
ESTATE OF ARCENIO J. MONCALEANO

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)
- 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

Introductory Resolution No. 19 32-11 Laid on Table 11/22/11

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
CHUKUMA OKADIGWE
0900-035.00-02.00-054.006

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 Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0900, Section 035.00, Block 02.00, Lot 054.006, and acquired by tax deed on August 08, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 10, 2011, in Liber 12667, at Page 942, and otherwise known and designated by the Town of Southampton, as District 0900, Section 035.00, Block 02.00, Lot 054.006; 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 08, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 10, 2011 in Liber 12667 at Page 942.

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, CHUKUMA OKADIGWE has made application of said above described parcel and CHUKUMA OKADIGWE has paid the application fee and will be paying \$21,451.78, 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 CHUKUMA OKADIGWE, 191 Ocean Ave., Brooklyn NY 11225, 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

1932

October 03, 2011

Tax Map No.: 0900-035.00-02.00-054.006

Name of Last Legal Fee Owner: CHUKUMA OKADIGWE

TREASURER'S COMPUTATION..... \$21,451.78

Taxes.....2010/2011..... INCLUDED

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$21,451.78

Monies to be Received..... \$21,451.78

RESOLUTION AMOUNT..... \$21,451.78

APPROVED:

Karen A Slater 10/3/11
Accounting
DB:lag

PREPARED BY:

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0900	035.00	02.00	054.006

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

1932

2008/09	3407.29
2009/10	9269.15
2010/11	7010.52

TOTAL: 19686.96

B. INTEREST DUE	743.31
C. TOTAL	20430.27
D. 5% LINE C	1021.51
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$21,451.78

10/3/11

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. 29-Sep-11


Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 03/27/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution 1932
Tax Map Number 0900-035.00-02.00-054.006

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 No

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

<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District Other (Specify):	
<input type="radio"/> Library District	<input type="radio"/> 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

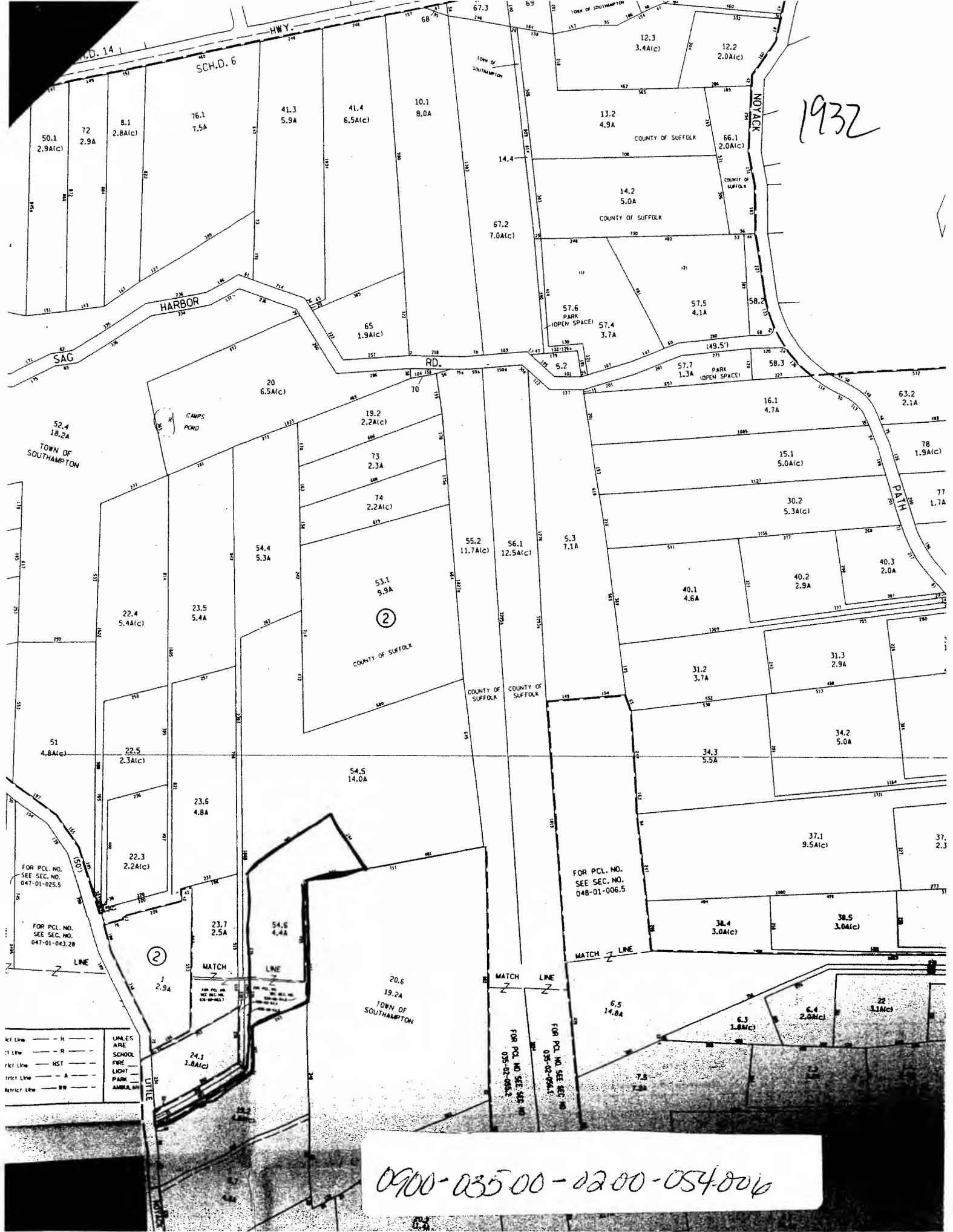
10. Typed Name & Title of Preparer Signature of Preparer Date

Diane Bishop

Diane Bishop

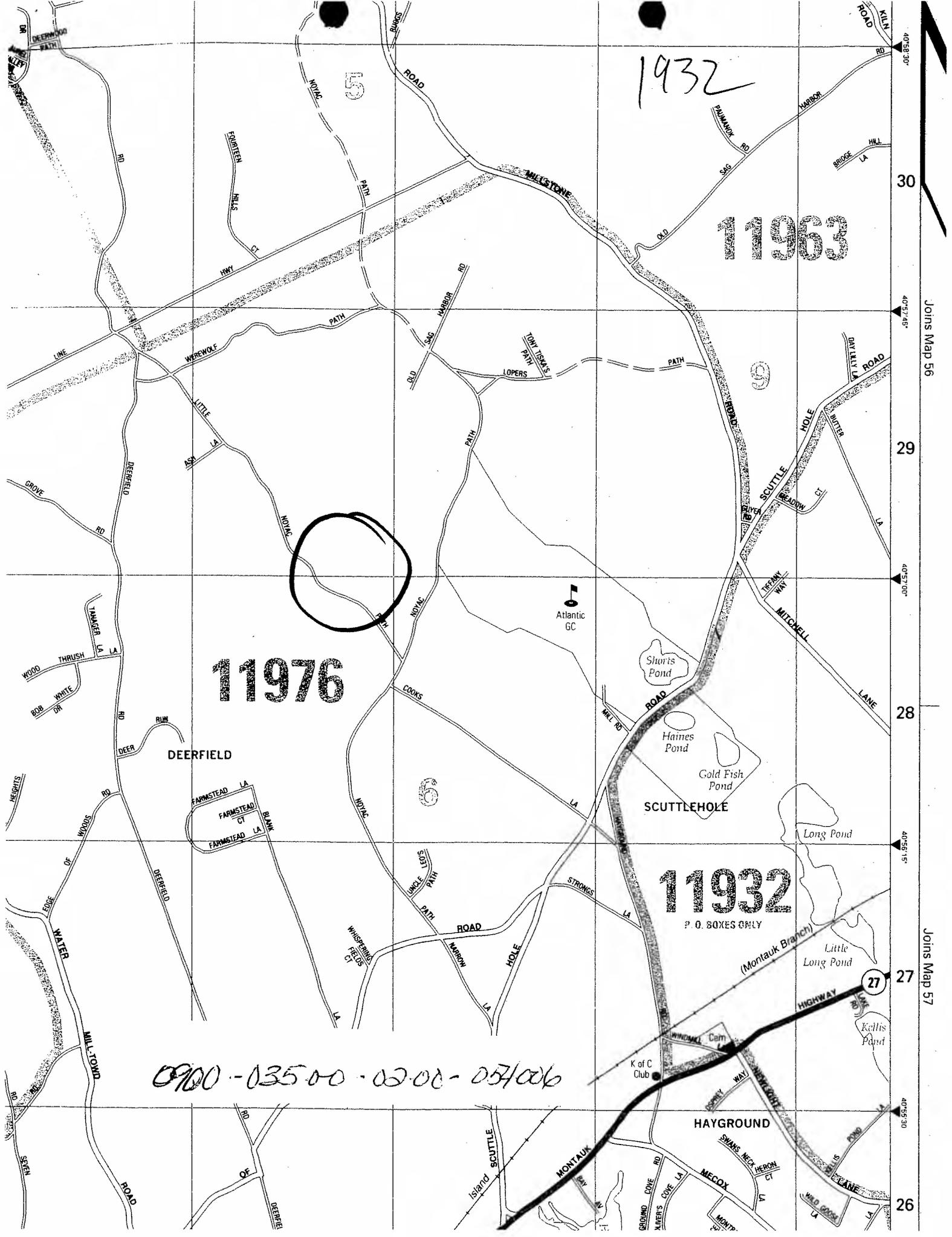
10/31/11

1932



H — UNLES ARE
 R — SCHOOL
 HST — FIRE
 A — LIGHT
 PW — PARK
 BW — AMBU

0900-03500-0200-054000



1932

11963

11976

11932
P. O. BOXES ONLY

0900-03500-0200-05/006

40°58'30"
40°57'45"
40°57'00"
40°56'15"
40°55'30"
30
29
28
27
26

Joins Map 56

Joins Map 57

40°55'30"

26

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

1932

670
earmarked

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

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

October 4, 2011

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

Re: Tax Map No. 0900-035.00-02.00-054.006
CHUKUMA OKADIGWE

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)
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 Kubicko, Inventory

53

Introductory Resolution No. 1933-11 Laid on Table 11/22/11

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 J. MCGARITY AND MICHELLE MCGARITY
0902-003.00-01.00-019.002

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 Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0902, Section 003.00, Block 01.00, Lot 019.002, and acquired by tax deed on August 03, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 08, 2011, in Liber 12667, at Page 752, and otherwise known and designated by the Town of Southampton, as District 0902, Section 003.00, Block 01.00, Lot 019.002; 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 August 03, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 08, 2011 in Liber 12667 at Page 752.

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, GILBERT J. MCGARITY AND MICHELLE MCGARITY have made application of said above described parcel and GILBERT J. MCGARITY AND MICHELLE MCGARITY have paid the application fee and will be paying \$64,898.60, 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 J. MCGARITY AND MICHELLE MCGARITY, 51 Old Main Road, Quogue, NY 11959, 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

1933

September 26, 2011

Tax Map No.: 0902-003.00-01.00-019.002

Name of Last Legal Fee Owner: GILBERT J. MCGARITY AND MICHELLE MCGARITY

TREASURER'S COMPUTATION..... \$64,898.60 ✓

Taxes.....2010/2011..... INCLUDED

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$64,898.60

Monies to be Received..... \$64,898.60

RESOLUTION AMOUNT..... \$64,898.60 ✓

APPROVED:

Annette Brownell 9/28/2011

Accounting
DB:lag

PREPARED BY:

Diane Bishop

Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0902	003.00	01.00	019.002

1933

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

Year	Village	Town	Combined
2003/04	2326.15	0.00	2326.15
2005/06	7568.47	0.00	7568.47
2006/07	0.00	7469.36	7469.36
2007/08	0.00	7751.91	7751.91
2008/09	4447.33	7391.28	11838.61
2009/10	4319.63	6784.36	11103.99
2010/11	4196.53	4846.34	9042.87
2011/12	3436.95	0.00	3436.95

2003/04 AND 2005/06 TOWN TAXES PAID BY OWNER
2004/05 VILLAGE AND TOWN TAXES PAID BY OWNER
2006/07 AND 2007/08 VILLAGE TAXES PAID BY OWNER

TOTAL: 60538.31 ↴

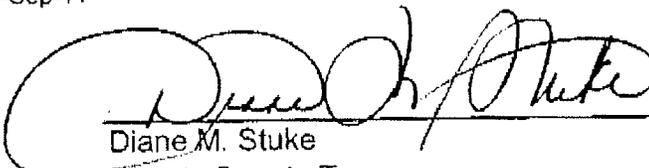
B. INTEREST DUE	1269.88
C. TOTAL	61808.19
D. 5% LINE C	3090.41
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$64,898.60 ↴

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. 21-Sep-11


Diane M. Stuke
Deputy County Treasurer

** Interest and penalty computed to and including

03/19/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0902-003.00-01.00-019.002

1933

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)

<u>County</u>	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

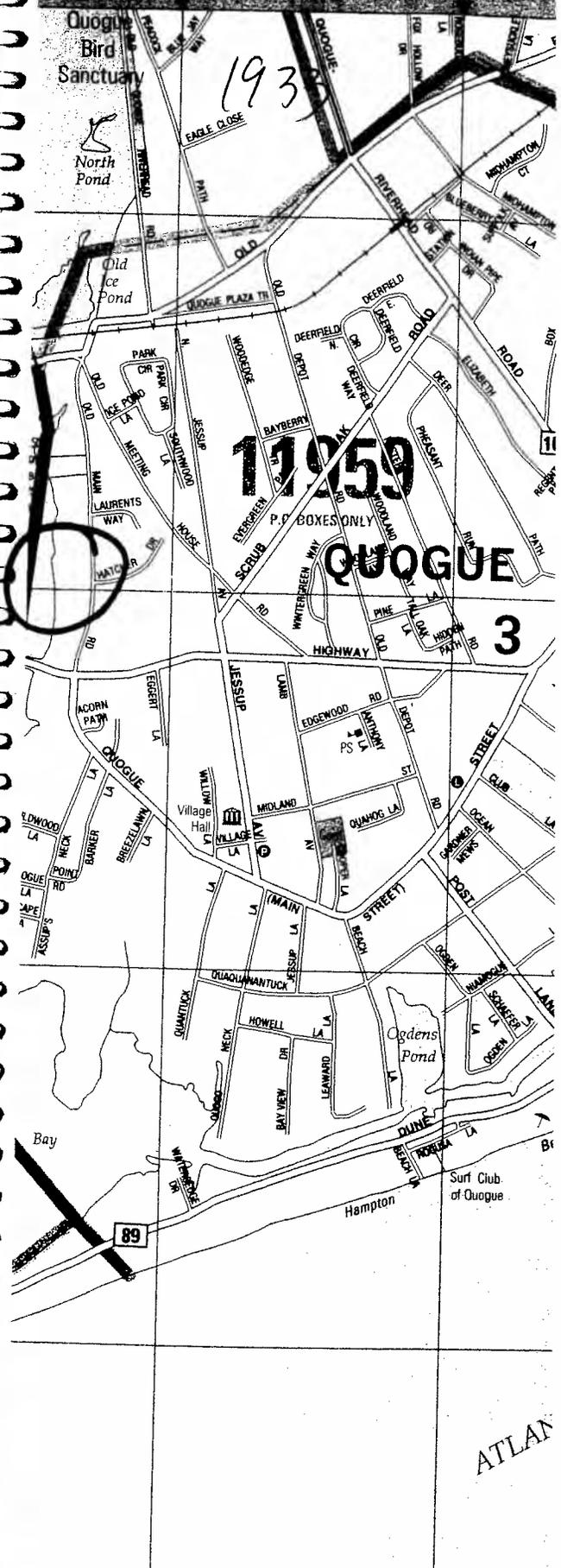
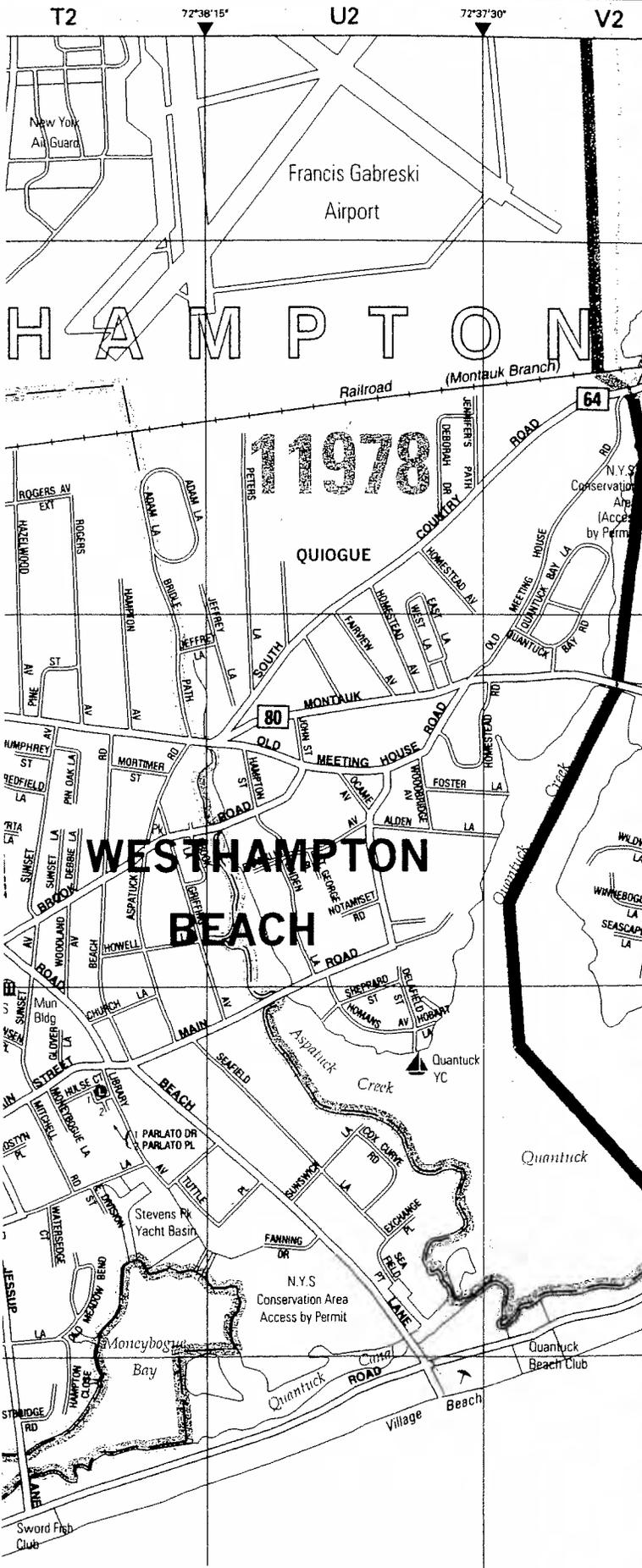
Diane Bishop

Diane Bishop

9-27-11

902-023 00-0100-019.002

Tip

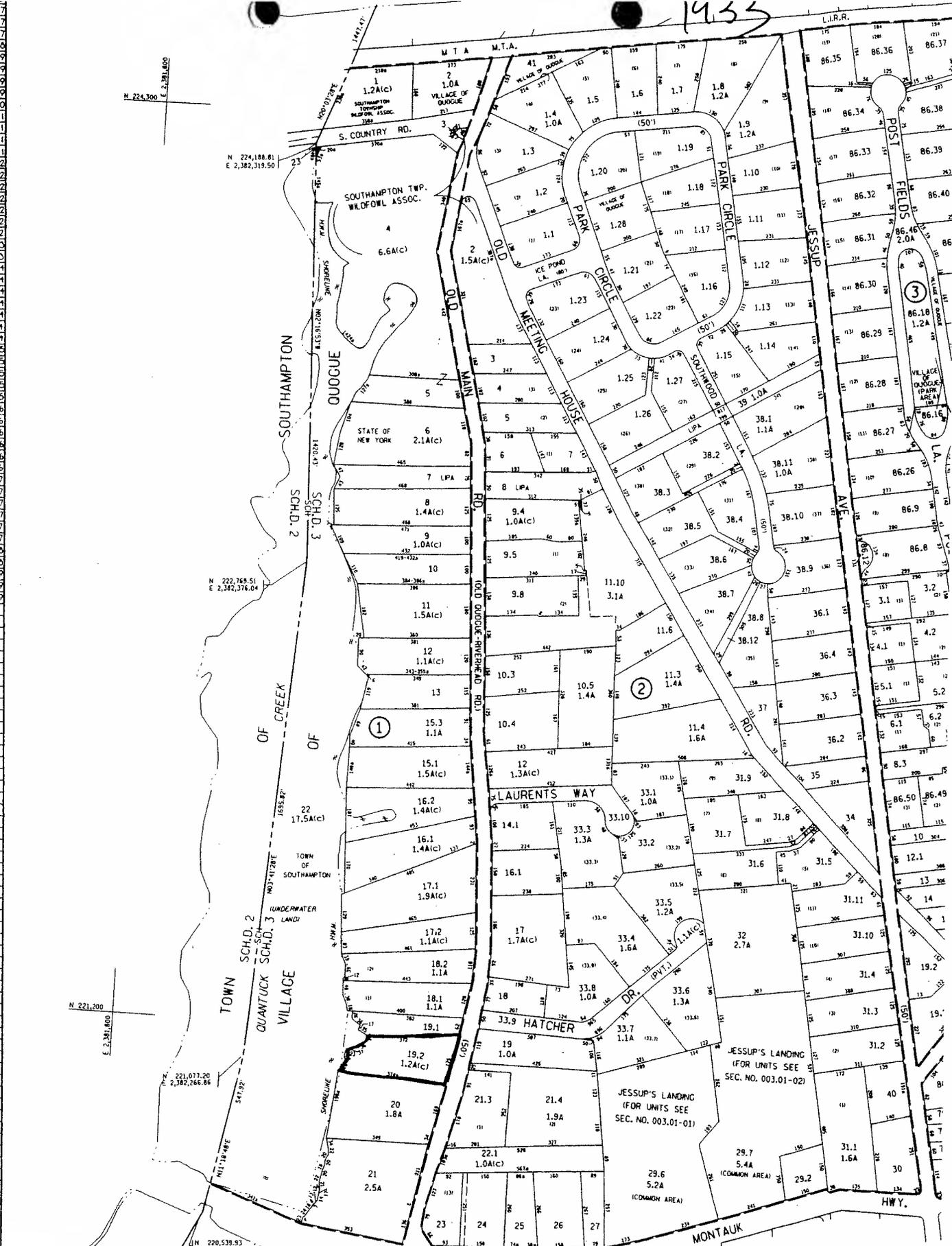


ATLAN

1933

0903-023.00 - 01-00-09-002

- 04-15-97
- 07-25-97
- 06-20-97
- 03-11-96
- 01-06-99
- 01-11-99
- 01-27-99
- 09-23-99
- 06-26-00
- 02-07-01
- 03-08-01
- 04-24-01
- 07-27-01
- 01-25-02
- 03-29-02
- 04-16-02
- 05-20-02
- 06-20-02
- 10-11-02
- 12-02-02
- 03-28-03
- 11-21-03
- 03-16-04
- 05-21-04
- 06-11-04
- 09-14-04
- 09-29-04
- 10-27-04
- 12-22-04
- 01-05-05
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- 04-06-05
- 09-16-05
- 12-07-05
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- 12-28-06
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- 02-09-07
- 06-29-07
- 06-06-07
- 12-10-07
- 12-27-07
- 02-08-08
- 05-02-08
- 04-02-09
- 06-30-09
- 07-17-09



DZACM/L Property or RR Line Denote Common Owner Subdivision Lot Line Stream / Water Parcel No.	Subdivision Lot No. (1) Subdivision Block/Block No. (21) Block Dimension Section Dimension Block Area 12.3 A(c) or 12.1 A(c) Section Area 18.1 A(c)	Block Limit Block No. (2) County Line Town Line Village Line	School District Line — SCH — Fire District Line — F — Water District Line — W — Light District Line — L — Park District Line — P — Sewer District Line — S —	Hydrant District Line — H — Refuse District Line — R — Historical District Line — HST — Ambulance District Line — A — Sewer District Line — S —	UNLESS DRAWN OTHERWISE, A ARE WITHIN THE FOLLOW SCHOOL 3 SEWER FIRE 46 HYDRANT LIGHT 5.44 WATER REFUSE 5.2A WASTE

gen A 11

COUNTY OF SUFFOLK



1933

STEVE LEVY
COUNTY EXECUTIVE

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

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

October 3, 2011

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

Re: Tax Map No. 0902-003.00-01.00-019.002
GILBERT J. MCGARITY AND MICHELLE MCGARITY

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)
- 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 Kubicko, Inventory

1934
Intro. Res. No. - 2011
Introduced by Presiding Officer on request of the County Executive

Laid on Table

11/22/11

**RESOLUTION NO. -2011, AUTHORIZING THE
RENEWAL OF THE LEASE OF PREMISES LOCATED
AT 53345, MAIN ROAD, BLDG. 7, UNIT 1, SOUTHOLD
NY FOR USE BY SUFFOLK COUNTY DISTRICT
ATTORNEY'S OFFICE**

WHEREAS, the Suffolk County District Attorney's Office currently leases 1,440 square feet of office space from the Landlord which space is located at 53345 Main Road, Bldg. 7, Unit 1, Southold NY: and

WHEREAS, the County entered into a Lease with the landlord, FHV LLC, with a term that will expire on January 31, 2012; and

WHEREAS, the County's District Attorney's Office utilizes this facility for administrative purposes in serving the Town of Southold and its constituents and is desirous of continuing its operations from the premises location; and

WHEREAS, the Landlord has expressed its willingness to renew the lease at 53345 Main Road, Bldg. 7, Unit 1, Southold for five (5) years, through January 31, 2017, with annual rent escalations of two-and-a-half (2.5) percent; and

WHEREAS, the Space Management Steering Committee recommended the approval of the terms for this lease renewal at its September 29, 2011 meeting; and

WHEREAS, sufficient funds are included in the 2012 Operating Budget for lease payments to be made in connection with the premises; now, therefore, be it

1ST RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND RESOLVED, that the County Executive be and hereby is authorized to execute a Lease for five (5) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

3rd RESOLVED, annual rent for the Premises shall be \$21,600, as of February 1, 2012, which amount will remain constant through January 31, 2013.

DATED:

County Executive of Suffolk County
Date of Approval:

EXHIBIT D - WORK LETTER - October 27, 2011

BUILDING # R0927

Address

53345 Main Road (NYS Route 25)
Building 7, Unit 1
Southold, NY 11971

User Group(s)

District Attorney

ITEMS TO BE ADDRESSED

1. The exterior door closers are not functioning properly and should be repaired or replaced.
2. The rear exit door is rotted at the base and should be replaced.
3. The hanging light switch must be properly secured to the wood interior column.
4. The duct in the bathroom needs to be properly repaired.
5. The toilet and lavatory must be replaced with ADA fixtures and faucets.
6. Grab bars are to be installed in the toilet.

RESTATEMENT AND EXTENSION OF

AGREEMENT OF LEASE

between

FHV, LLC

as LESSOR

and

COUNTY OF SUFFOLK

as TENANT

Date as of October 31, 2011

Premises: 53345 Main Road (NYS Route 25), Bldg. 7, Unit 1, Southold, New York

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EXHIBIT C: JANITORIAL SPECIFICATIONS FOR: SUNRISE BUSINESS CENTER

EXHIBIT D: LANDLORD-TENANT RESPONSIBILITIES SHEET

EXHIBIT E: SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

EXHIBIT F: BUILDING MAINTENANCE

EXHIBIT G: DISCLOSURE STATEMENT

**RESTATEMENT AND EXTENSION OF
AGREEMENT OF LEASE**

THIS RESTATEMENT AND EXTENSION OF AGREEMENT OF LEASE (“Lease”) IS made as of the ____ day of _____, 20__, between FHV, LLC, a limited liability company, organized and existing under the laws of the State of New York, with an address at _____, New York _____ (“LESSOR”) and a mailing address at PO Box 1295, Cutchogue, New York 11935, and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 (“COUNTY”), acting through its duly constituted Department of Public Works (“Department”), located at 335 Yaphank Avenue, Yaphank, New York 11980 on behalf of the Suffolk County District Attorney’s Office (“User Department”).

WITNESSETH:

WHEREAS, LESSOR currently lease to the COUNTY 914 square feet of first floor office space, 526 square foot of loft space, and 895 square feet of basement storage, for a total of 2335 square feet, located at 53345 Main Road, Bldg. 7, Unit 1, Southold, New York 11971, which lease expires on January 31, 2012; and

WHEREAS, the User Department utilizes this facility for administrative purposes in serving the Town of Southold and its constituents and is desirous of continuing its operations from the location; and

WHEREAS, the LESSOR has expressed its willingness to renew the lease for term of five (5) years, through January 31, 2017, with annual rent escalations of three (3) percent; and

WHEREAS, the Space Management Steering Committee recommended the approval of the terms for this lease renewal at its September 29, 2011 meeting;

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree to the following terms and conditions:

SECTION 1. DESCRIPTION

Section 1.01 In consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Lease, LESSOR hereby agrees to lease to COUNTY 2,335 square feet of building space 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 (as shown in **Exhibit A**), (the “Demised Premises”), and further identified as:

<u>S.C. Tax Map No.</u>	<u>Dist.</u>	<u>Sect.</u>	<u>Blk</u>	<u>Lot</u>
	1000	61.00	01.00	013.001

The Demised Premises, building and related facilities, property improvements, permanent installations, and the land on which the building is sited hereinafter are collectively referred to as the “Premises.”

Section 1.02 LESSOR warrants and represents that the Demised Premises shall be delivered free of other tenants and there shall be no other lease encumbering the Demised Premises or any part thereof.

SECTION 2. PURPOSE

Section 2.01 The parties acknowledge that COUNTY is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Suffolk County Resolution No. _____ - 20____, dated the ____ day of _____, 20____ (the "Resolution"), for the use, purpose, and intent expressed in the Resolution, that the Resolution is incorporated herein by reference, and further that LESSOR has examined the Resolution and is fully aware of its intended purpose. COUNTY acknowledges and agrees to use the Demised Premises as specified in the Resolution for general and administrative offices and for other lawful purposes.

Section 2.02 COUNTY shall not use or occupy the Demised Premises in any manner or suffer or permit the Demised Premises or any part thereof to be used in any manner, or do or suffer or permit anything to be done in the Demised Premises, or bring anything into the Demised Premises or suffer or permit anything to be brought into the Demised Premises, which would in any way do any of the following: (a) violate any of the provisions of any mortgage encumbering the Premises (a "Mortgage") or any lease superior in priority to the Lease (a "Superior Lease"); (b) violate any Legal Requirements, Insurance Requirements or Environmental Laws (as such terms are hereinafter defined); (c) make void or voidable any insurance policy then in force with respect to the Premises; (d) make unobtainable from insurance companies authorized to do business in the State of New York and rated by Best's Insurance Rating Service with a rating at least equal to A:XII, at standard rates without any special premium or charge, any fire or other casualty insurance with extended coverage, or rental, liability or boiler insurance, or other insurance provided for in the Lease or otherwise may be required to be furnished by Lessor under the terms of the Mortgage or Superior Lease with respect to the Premises; (e) cause physical damage to the Premises, or any part thereof; (f) constitute a public or private nuisance; (g) substantially impair the appearance or character of the Premises; (h) discharge or cause the discharge of objectionable substances, fumes, vapors or odors from the Demised Premises not otherwise in compliance with Legal Requirements, Insurance Requirements and Environmental Laws; (i) cause COUNTY to default in the observance and performance of any of its other obligations to be observed and performed under this Lease; or (j) unreasonably interfere with the effectiveness or accessibility of the utility, mechanical, electrical and other systems installed or located anywhere at the Demised Premises. "Insurance Requirements" shall mean the rules, regulations, orders and other requirements of any insurance rating or regulatory organization having jurisdiction of, and which are applicable to the Premises and of any liability, casualty, or other insurance policy which either LESSOR or COUNTY is required hereunder to maintain or may maintain hereunder.

Section 2.03 If any governmental license or permit shall be required for the proper and lawful conduct of COUNTY'S business in the Demised Premises or any part thereof, then COUNTY, at its sole cost and expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. COUNTY shall, at all times, comply with the terms and conditions of each such license or permit, but in no event shall failure to procure and maintain same by COUNTY affect COUNTY'S obligations hereunder. COUNTY shall not use or occupy the Demised Premises, or suffer or permit anyone to use or occupy the Demised Premises, in violation of any certificate of occupancy issued for the Demised Premises.

Section 2.04 LESSOR warrants that it holds such title to or other interest in the Premises and other property as is necessary to give and fully provide the COUNTY with access to the Demised Premises and the common areas and full use and enjoyment thereof in accordance with the provisions of this Lease.

Section 2.05 LESSOR knows of no covenant, restriction, or other agreement which would prevent use or occupancy as general and administrative offices. LESSOR represents that general and administrative office uses shall be permitted under the Certificate of Occupancy issued for the Demised Premises.

SECTION 3. TERM

Section 3.01 The term of this Lease and shall commence on February 1, 2012 (the "Commencement Date"). The "Term" of this Lease shall expire on the last day of the month which is five (5) years after the Commencement Date, January 31, 2017 (the "Expiration Date"), or on such earlier date as 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" means any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

SECTION 4. RENT

Section 4.01 "Annual Rent" for the Demised Premises for the first year of the Term shall be \$21,600.00. Annual Rent shall be payable by the COUNTY to LESSOR, at LESSOR's address first set forth above, or at such other place designated by LESSOR in writing, in equal monthly installments, in advance, on the first day of each calendar month during the Term, unless terminated earlier, except, however, monthly payment shall be payable within thirty (30) days of the COUNTY's receipt of a signed voucher, in accordance with *Section 4.04* below. Partial months shall be prorated.

Section 4.02 Commencing on the first anniversary date of the Commencement Date, and on each anniversary date thereafter, Annual Rent shall increase by 2.5% over the Annual Rent payable for the immediate preceding year.

Section 4.03 LESSOR recognizes that COUNTY is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and proceedings of said municipality require that the payment of Annual Rent shall only be made in accordance with such statutes. As part of said procedures, it is necessary that LESSOR submit vouchers provided by COUNTY for the payment of Annual Rent hereinabove provided, and any other reasonable documentation as may be required by COUNTY for payment of Expenses, as defined in *Section 4.04*, or other charges under the terms of this Lease. LESSOR hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by COUNTY's Department of Audit and Control within one hundred eighty (180) days of incurring the cost or expense relating to the request for payment. COUNTY agrees to deliver vouchers to LESSOR at least ten (10) Business Days after a request from LESSOR for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within one hundred and eighty (180) days of the cost or expense being incurred shall constitute grounds for the COUNTY to deny payment for the same. If COUNTY fails to deliver the vouchers as required hereunder, then LESSOR shall not be required to submit the undelivered vouchers as a condition to its right to receive any payment to which such voucher relates, and the failure of LESSOR to submit such undelivered voucher to COUNTY shall not prevent or constitute a condition to LESSOR's ability to exercise its rights pursuant to **Section 23**. Once completed by LESSOR, LESSOR shall submit the vouchers to COUNTY. By submitting completed vouchers for Annual Rent, LESSOR shall have satisfied its obligation to request payment of Annual Rent hereunder for the entire calendar year.

Section 4.04 Any sums, charges, fees, expenses, or amounts to be paid by COUNTY pursuant to the provisions of this Lease, other than Total Annual Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by COUNTY to LESSOR, as additional rent, within ninety (90) days after LESSOR gives COUNTY written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by COUNTY, for the amount of such Expense, unless otherwise provided in this Lease, except that any Expense submitted for the payment of "Real Estate Taxes," defined at *Section 5.01* or other Expenses as to which legislative approval is not required, shall be payable within sixty (60) days after LESSOR has given COUNTY written notice that such payment is due, together with a voucher and supporting documentation.

SECTION 5. REAL ESTATE TAXES

Section 5.01 LESSOR shall pay all Real Estate Taxes, as defined below, during the entire Term of this Lease. COUNTY agrees to pay, as an Expense, its "Proportionate Share" of an increase in Real Estate Taxes levied upon the building and land of which the Demised Premises form a part over "Base Year Taxes". For purposes of this Lease, "Proportionate Share" means 4.1% of that portion of a tax increase over and above "Base Year Taxes". The term "Base Year Taxes" means Real Estate Taxes assessed for the tax year December 1, 2011 through November 31, 2012

The term "Real Estate Taxes" shall mean and be deemed to include all real property taxes, assessments, county taxes, transit taxes, PILOT, or any other governmental charge of a similar nature whether general, special, ordinary, or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, assessments for public improvements or benefits. If, due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy, or other tax shall be substituted for or levied against the LESSOR 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 of which the Demised Premises are a part, such tax shall be included in the term "Real Estate Taxes". Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax, increase in taxes due to a sale of the property, or capital levy that is or may be imposed upon LESSOR. Only LESSOR shall have the right to file tax certiorari proceedings.

Section 5.02 Any and all demands by LESSOR to the COUNTY for reimbursement by the COUNTY of the increase in "Real Estate Taxes" shall be submitted to the COUNTY within one hundred eighty (180) days of the receipted tax bill. Failure to timely submit the receipted tax bill shall result in forfeiture of the right to reimbursement described under this paragraph heading. LESSOR shall not be penalized nor shall COUNTY be subject to any forfeiture of Expenses if LESSOR's receipt of any paid bill for taxes or special assessments is delayed for reasons beyond LESSOR's control.

Section 5.03 COUNTY shall not be responsible to pay interest on any unpaid installment due to a late payment of any Real Estate Taxes by LESSOR, which may hereafter be levied, imposed, or assessed against or upon the building and/or the land upon which the Demised Premises are located.

Section 5.04 Any Real Estate Taxes relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in a period of time either before the Commencement Date or after the Expiration Date, shall be adjusted between LESSOR and COUNTY so that COUNTY shall pay only that portion of such Real Estate Taxes allocable to the portion of such fiscal period which coincides with the Term, and LESSOR shall pay the remainder thereof.

SECTION 6. UTILITIES

Section 6.01 All costs, fees, and charges for public or private utility services for the Premises during the Term, together with any taxes thereon, shall be a COUNTY charge and shall be paid by COUNTY directly to the applicable utility company. Other services shall be paid as indicated on the "Landlord-Tenant Responsibilities Sheet" annexed as **Exhibit B**.

SECTION 7. CONDITION OF PREMISES

Section 7.01 LESSOR and COUNTY acknowledge and agree that COUNTY has previously used and occupied the Premises for a continuous period and the COUNTY hereby accepts the Premises in their "as is" condition, subject to the work described in **Exhibit C**.

SECTION 8. PREVAILING WAGE

Section 8.01 Any construction or reconstruction of the Demised Premises constitutes a public works contract under Article 8 of the Labor Law. In the event the Parties agree to any construction, reconstruction, or renovation of the Demised Premises, at the request of the COUNTY, LESSOR agrees to comply with the prevailing wage requirements in connection with such construction or reconstruction of the Demised Premises.

Section 8.02 No person performing, aiding in, or assisting in construction or reconstruction of the Demised Premises shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. Any person or corporation that willfully pays, after entering into a contract, less than this established wage schedule shall be guilty of an offense punishable by a fine or by imprisonment or both.

Section 8.03 LESSOR is advised to fully familiarize itself with all applicable provisions of the New York State Labor Law and more specifically, Article 8, Public Work. It is the responsibility of the LESSOR to provide each of its contractors/subcontractors with the prevailing wage rate schedule. The prime contractor is responsible for any underpayments of prevailing wages or supplements by its contractors/subcontracts.

SECTION 9. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

Section 9.01 This Amended and Restated Lease Extension 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 **Exhibit D** entitled "Suffolk County Legislative Requirements." In accordance with this law, LESSOR 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. LESSOR 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.

SECTION 10. RENT ADJUSTMENT FOR IMPROPER OR ILLEGAL ACTIVITY

Section 10.01 If the Commissioner of the Department or his or her designee reasonably determines that there was a violation by LESSOR, his contractors, subcontractors, employees or agents of the Prevailing Wage requirement, the Living Wage requirement; or the Lawful Hiring

of Employees Law under this Lease, and LESSOR fails to cure the violation within thirty (30) days of LESSOR's receipt of written notice of such violation, at COUNTY's election, it may: accept damages either in the sum of \$100.00 per day for each day that prevailing wages or living wages were not paid after final unappealable administrative or judicial determination as the case may be, or in an amount equal to the wages determined to have been underpaid, and/or the monetary equivalent of the apprenticeship training not provided, whichever amount is greater.

Section 10.02 In the event LESSOR agrees to pay damages pursuant to *Section 10.01* above, LESSOR shall pay the amount owed as damages, as set forth therein within forty-five (45) days after receipt by LESSOR of a written statement as to the amounts owed.

Section 10.03 Prior to making a determination as set forth in *Section 10.01*, the Commissioner of the Department shall provide to LESSOR a written notice of the action being considered and the basis therefore, together with reasonable documentation evidencing such violation(s). LESSOR shall have a period of ten (10) business days after receipt of such notice to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The Commissioner of Public Works may, upon good cause shown, determine to deduct less than the above amounts from payments. In the event LESSOR proves it is compliant with such requirements, COUNTY shall promptly reimburse LESSOR for all reasonable costs incurred by LESSOR in proving same.

SECTION 11. CARE AND REPAIR OF PREMISES BY COUNTY

Section 11.01 During the Term of this Lease, and subject to the provisions of **Section 13** and in accordance with **Exhibit D**, COUNTY shall make and be responsible for, at COUNTY's sole cost and expense, all repairs and replacements relating to the Demised Premises which are not caused by or due to a Latent Defect and which are made necessary by: (1) the performance of any "Alterations," defined in *Section 12.01*, made by COUNTY; (2) the negligent use or operation of COUNTY's property or fixtures; (3) the moving of COUNTY's property or fixtures in, out or about the Premises; (4) the negligence or misuse of the Premises by COUNTY or its officers, employees, personnel, agents, representatives, contractors, subcontractors, or invitees. All repairs made by or on behalf of COUNTY shall be at least equal in quality and design to the original construction of the Demised Premises.

SECTION 12. ALTERATIONS

Section 12.01 COUNTY shall have the right, during the term of this Lease, to make any "Alterations," meaning any alterations, installations, improvements, additions, or renovations to the Demised Premises or any part or portion thereof, with notice to, but without the prior consent of, LESSOR which are non-structural and do not affect interior and exterior walls, the foundation or roof of the building and which do not affect or pertain to any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport, or other systems and equipment (collectively "Building Systems"). COUNTY may make Alterations that are structural or affect the interior and exterior walls, foundation or roof of the building, or affect or pertain to any Building Systems, with the prior written consent of LESSOR, which consent may be withheld or conditioned in LESSOR'S sole discretion.

Section 12.02 COUNTY shall deliver to LESSOR a copy of the final plans and specifications showing the actual construction for all Alterations. LESSOR shall have the right, but not the obligation, to review and supervise (and to bill COUNTY as a supervisory fee 8% of the cost of all Alterations, to be paid as Additional Rent) any Alterations performed at the Demised Premises, except Alterations that are purely cosmetic or decorative or involve the relocation of movable partitions.

Section 12.03 All Alterations, excluding COUNTY's trade fixtures, moveable office furniture, and moveable equipment, installed in the Demised Premises, either by COUNTY or by LESSOR on COUNTY's behalf, shall become the property of LESSOR and shall remain upon and be surrendered with the Demised Premises upon the expiration or earlier termination of the Lease. In no event shall the COUNTY be required to remove any telephone, data or computer wiring and cabling. Nothing in this section shall be construed to give LESSOR title to, or to authorize LESSOR to prevent COUNTY's removal of trade fixtures, moveable office furniture and equipment.

Section 12.04 If any mechanic's, laborer's or materialman's lien shall be at any time be filed against the Premises, or any part thereof with respect to any work done, or caused to be done, or labor or materials furnished, or caused to be furnished, by COUNTY or anyone claiming through or under COUNTY, COUNTY, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If COUNTY shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, LESSOR may, but shall not be obligated to, discharge the same by bonding proceedings, if permitted by law (and if not so permitted, by deposit in court). Any amount so paid by LESSOR, including all costs and expenses paid by Lessor in connection therewith, together with interest thereon at the maximum legal rate from the respective dates of LESSOR's so paying any such amount, cost or expense, shall constitute Additional Rent payable by COUNTY under this Lease and shall be paid by COUNTY to LESSOR on demand.

SECTION 13. CARE OF PREMISES BY LESSOR

Section 13.01 Subject to the provisions of **Section 11**, LESSOR shall maintain and promptly repair the Demised Premises, including the building, Building Systems and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, (but excluding the furniture, the maintenance and repair of which is COUNTY's obligation) to keep same in good repair and condition, and in accordance with general industry practice in the operation of such a building, so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, water, access and other things to the Demised Premises, without reasonably preventable or recurring disruption, as is required for the COUNTY's access to, occupancy, possession, use and enjoyment of the Demised Premises as provided in this Lease, at LESSOR's sole cost and expense.

Section 13.02 Subject to Excusable Delays, and in the absence of gross negligence on the part of the COUNTY, the Demised Premises shall continually have heat, electricity, air conditioning, and plumbing available for use by the COUNTY in accordance with the provisions of this Lease.

Section 13.03 LESSOR shall have a building superintendent or a locally designated representative available to promptly correct deficiencies and keep the COUNTY notified of the name of that person or persons as well as with all contact information.

Section 19.04 In addition to the LESSOR's obligations under *Section 13.01*, and subject to the provisions of **Section 11**, LESSOR shall further make all necessary repairs, replacements and perform maintenance, at no additional cost to COUNTY, as follows:

- (i) to interior and exterior water, gas and electrical services, including drainage structures, cesspools, septic tanks and all connecting

- pipng; it being specifically understood that in no event shall LESSOR be liable for failure of any service provided by an independent utility provider;
- (ii) made necessary by fire or other peril covered by the standard extended coverage endorsement on fire insurance or by reason of war, wind, or Acts of God, contents excepted and subject to Sections 22 and 34;
 - (iii) landscaping and general maintenance of landscaped areas of the Premises;
 - (iv) snow removal on all parking lots and walkways of the Premises; and
 - (vii) to all items designated as LESSOR responsibility as shown in Exhibit B.

Section 13.05 COUNTY shall give to LESSOR prompt written notice (notice by fax or e-mail being acceptable) of any accidents or damage to or defects in any part of the Premises, including the roof, the exterior of the building, plumbing, electrical service, electrical lights, HVAC apparatus or parking areas.

Section 13.06 LESSOR agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Demised Premises caused by the negligence or willful misconduct of LESSOR, and LESSOR's employees, agents, contractors, and subcontractors. COUNTY shall notify LESSOR of the need for any such repair or replacement promptly after COUNTY becomes aware of the need for the same.

Section 13.07 LESSOR shall provide timely maintenance testing and inspection of all Demised Premises and building equipment and systems in accordance applicable codes, and inspection certificates must be displayed as required by law, including annual testing and maintenance of all fire extinguishers and periodic balancing of the HVAC system.

Section 13.08 Without abatement or diminution in rent, LESSOR reserves and shall have the following additional rights: (a) to change the street address and/or the name of the building of which the Demised Premises are a part and/or the locations of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the Premises without liability to COUNTY, (b) to approve in writing all sources furnishing construction work, painting, decorating, repairing, maintenance and any other work in or about the Premises, (c) to erect, use and maintain pipes and conduits in and through the Demised Premises, (d) to immediately enter and alter, renovate, and redecorate the Demised Premises (without reduction or abatement of rent or incurring any liability to COUNTY for compensation), if during the last five (5) months of the term or of a renewal term COUNTY shall have removed all or substantially all of COUNTY'S property therefrom, and (e) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building of which the Demised Premises are a part so long as such business or undertaking does not interfere with the COUNTY's use of the Demised Premises. LESSOR may exercise any or all of the foregoing rights hereby reserved to LESSOR without being deemed guilty of an eviction, actual or constructive, or disturbance or interruption of COUNTY'S use or possession and without being liable in any manner toward COUNTY and without limitation or abatement of rent or other compensation, and such acts shall have no effect on this Lease.

SECTION 14. INSURANCE

Section 14.01 During the Term of this Lease COUNTY shall procure and keep in full force and effect at its own cost and expense liability insurance in which policy LESSOR or, in the event COUNTY is requested in writing by LESSOR, LESSOR's Mortgagee, or their successors or assigns, shall be named as an additional insured 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, and shall furnish LESSOR with proof of same. This insurance is

to be excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

- 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.
- ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor 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 (\$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. LESSOR shall furnish to the 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 LESSOR 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.

Section 14.02 Notwithstanding the foregoing, COUNTY, at its sole option, subject to COUNTY being in full compliance with all applicable New York State, local and federal regulations regarding COUNTY's self-insurance program and subject to COUNTY's satisfying the Self-Insurance Standard, may elect to be either partially or totally self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, COUNTY must notify LESSOR of its self-insured status by a signed writing. This self-insurance is to be excess over any other valid and collectible insurance.

Section 14.03 In the event that a lease is for less than 100% of the building, the COUNTY shall only provide liability insurance, naming the LESSOR as an additional insured, for the area actually leased by the COUNTY.

Section 14.04 LESSOR shall maintain liability insurance for all exterior areas of the Demised Premises such as parking areas and walkways, regardless of whether the areas are designated for the COUNTY's use 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.

- a. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- b. LESSOR shall furnish to the COUNTY Declaration Pages for each such policy of insurance, 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 LESSOR shall furnish a Declaration Page and endorsement page evidencing the COUNTY's status as an additional insured on said policy.

- c. All such Declaration Pages, certificates, 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 policies. Such Declaration Pages, certificates and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the COUNTY shall have given LESSOR notice in writing.
- d. In the event LESSOR shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the COUNTY may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due LESSOR under this or any other agreement between the COUNTY and LESSOR.

Section 14.05 In the event that this Amended and Restated Lease Extension is for less than 100% of the building wherein the Demised Premises are located, COUNTY shall only provide liability insurance, naming LESSOR as an additional insured, for the area which it leases. LESSOR is required to maintain liability insurance, naming the COUNTY as an additional insured, for all common areas.

Section 14.06 In the event the property is transferred by LESSOR, the Transferee shall immediately, within fifteen (15) Days of the transfer, provide the Department with the required proof of insurance in accordance with this **Section 14**.

SECTION 15. INDEMNIFICATION

Section 15.01 Notwithstanding that joint or concurrent liability may be imposed upon either party by statute, ordinance, rule, regulation, order or court decision, and notwithstanding any insurance furnished by either party pursuant hereto or otherwise, LESSOR shall indemnify and hold harmless the COUNTY from and against all claims, costs (including reasonable attorney's fees), losses, and liabilities of whatsoever nature arising out of any acts, omissions or negligence of the LESSOR, its officers, agents, servants, employees, contractors or subcontractors in connection with the Demised Premises and its obligations under this Lease; provided however, that LESSOR shall not indemnify for that portion of any claim, loss or damage arising under this Lease due to the negligent acts or omissions of the COUNTY.

Section 15.02 LESSOR, at its own cost and expense, and throughout the term of this Lease, shall procure and keep in full force and effect Commercial General Liability insurance, including contractual 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, proof of which shall be provided in accordance with the provisions of *Section 14.04(a)-(d)*.

Section 15.03 To the extent permitted by law, notwithstanding that joint or concurrent liability may be imposed upon either party by statute, ordinance, rule, regulation, order or court decision, and notwithstanding any insurance furnished by either party pursuant hereto or otherwise, COUNTY shall and does hereby indemnify and hold LESSOR and its members, agents, officers, directors, and employees, harmless from and against any and all loss, liability, fines, suits, claims, obligations, damages, penalties, demands and actions, and costs and reasonable expenses of any kind or nature (including architects', engineers' and attorneys' fees) due to or arising out of any of the following:

(a) any work or thing done in, on or about the Demised Premises, or any part thereof, without LESSOR's prior written approval, or any negligent use, possession, occupation, condition, operation, maintenance, repair or management of the Demised Premises, or any part thereof, by COUNTY or anyone claiming through or under COUNTY or the respective employees, agents, licensees, contractors, servants or sublessee's of COUNTY or any such person, or the breach by COUNTY or anyone claiming through or under COUNTY or the respective employees, agents, licensees, contractors, servants or sublessee's of COUNTY or any such person of any term, covenant or condition of this Lease;

(b) any negligent act or omission on the part of COUNTY or any person claiming through or under COUNTY, or the respective employees, agents, licensees, invitees, contractors, servants or sublessee's of COUNTY or any such person; or

(c) any accident or injury to any person (including death) or damage to property (including loss of property) occurring in, on, or about the Demised Premises, or any part thereof, due to the act or omission by COUNTY, its employees, agents, licensees, invitees, contractors or servants.

The provisions of this **Section 15** shall survive the expiration or termination of this Lease. Any sums payable by either party to the other under this **Section 15** shall be due and payable on demand.

SECTION 16. FIRE AND CASUALTY DAMAGE

Section 16.01 It the Demised Premises or any part thereof shall, during the Term be slightly damaged by fire, action of the elements, or any other cause, the Demised Premises shall be promptly repaired by the LESSOR and an abatement will be made for the rent corresponding with the time during which and the extent to which the Demised Premises may have been untenable. In all other circumstances, Section 227 of the Real Property Law shall apply.

Section 16.02 Subject to the provisions of this **Section 16**, all risk of loss from fire or any other peril causing damage or destruction to the Demised Premises or any other real or personal property of LESSOR during the Term shall be borne by LESSOR. Any property insurance policy(s) obtained by LESSOR to cover this exposure shall contain a Waiver of Subrogation against COUNTY. Current proof of insurance indicating that such waiver is in full force must be submitted by LESSOR to COUNTY prior to the Commencement Date. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of COUNTY located on the Demised Premises shall be borne by COUNTY, and COUNTY waives any right of subrogation against LESSOR with respect to such losses.

SECTION 17. AIR QUALITY

Section 17.01 The interior of the Premises shall at all times maintain and meet Air Quality Standards suitable for and comparable to commercial office buildings, of similar age and construction type, in Suffolk County. COUNTY may provide, at its own cost, a written report by an outside independent consultant specializing (and licensed if applicable) in air quality analysis, notifying LESSOR that the air quality in the interior Premises is materially adversely affected by specifically found and identified mold or other air contaminants to levels significantly above those identified as may be existing in commercial office buildings as described above. Subject to commercially reasonable standards and practices, LESSOR shall take prompt action to cure or otherwise remedy the condition at LESSOR's sole cost and expense. Notwithstanding the

foregoing, any condition caused by COUNTY's use or occupancy of the Premises may be cured or otherwise remedied by LESSOR, at COUNTY's sole cost and expense.

Section 17.02 Where LESSOR has cured an Air Quality condition at the request of COUNTY, LESSOR shall also be required to provide reasonable written confirmation thereof to COUNTY.

Section 17.03 LESSOR shall not be required to cure any condition if such condition is caused by the acts or inactions of the COUNTY, its invitees, employees, and/or agents.

SECTION 18. LESSOR'S DEFAULT REMEDIES/DAMAGES

Section 18.01 Upon the occurrence, at any time prior to, or during the Term of the Lease, in addition to any other remedy available to LESSOR at law or in equity, of any one or more of the following events (referred to as "Events of Default"):

(i) if COUNTY shall default in the payment when due of any installment of Total Annual Rent, and any such default continues for fifteen (15) Business Days, except for January of each calendar year, then if such default in January continues beyond twenty-five (25) Business Days, after LESSOR shall give COUNTY a written notice specifying such default; or

(ii) if COUNTY 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 twenty-five (25) days after LESSOR gives COUNTY written notice specifying same, or, in the case of a default which for causes beyond COUNTY's reasonable control cannot, with reasonable diligence be cured within such period of twenty-five (25) days, if COUNTY shall not immediately upon the giving of such written notice, (a) advise LESSOR of COUNTY'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;

the following Sections shall apply and LESSOR shall have, in addition to all other rights and remedies available at law or in equity, the rights and remedies set forth herein, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, LESSOR shall agree in writing with COUNTY that the Event(s) of Default has been cured by COUNTY in all respects.

Section 18.02 By notice to COUNTY, LESSOR shall have the right to terminate this Lease as of a date specified in the notice of termination and in such case, COUNTY's rights, including any based on any option to renew, to the possession and use of the Demised Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions hereof regarding LESSOR's damages and COUNTY's liabilities arising prior to, out of or following the Event of Default and the ensuing termination.

Section 18.03 Unless and until LESSOR has terminated this Lease pursuant to *Section 18.02* above, COUNTY shall remain fully liable and responsible to perform all of the covenants, and to observe all the conditions of this Lease throughout the remainder of the Term to the early termination date.

Section 18.04 LESSOR may enforce and protect the rights of LESSOR hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained

herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all moneys due or to become due from COUNTY under any of the provisions of this Lease.

Section 18.05 Without limiting the generality of the foregoing, if COUNTY shall be in default in the performance of any of its obligations hereunder, other than a default in the payment of rent or in curing an emergency situation, LESSOR, upon second written notice to COUNTY, providing COUNTY with ten (10) additional days to cure or remedy the default, may (but shall not be obligated to do so), in addition to any other rights it may have in law or in equity, cure such default on behalf of COUNTY, and COUNTY shall reimburse LESSOR upon demand for any sums paid or costs incurred by LESSOR in curing such default, and reasonable attorneys fees and costs.

Section 18.06 LESSOR shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of COUNTY's obligations hereunder and the recovery of the Demised Premises. No right or remedy herein conferred upon or reserved to LESSOR shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law. LESSOR shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Lease.

Section 18.07 No delay or forbearance by LESSOR in exercising any right or remedy hereunder, or LESSOR's undertaking or performing any act or matter which is not expressly required to be undertaken by LESSOR shall be construed, respectively, to be a waiver of LESSOR's rights or to represent any agreement by LESSOR to undertake or perform such act or matter thereafter. Waiver by LESSOR of any breach by COUNTY of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by LESSOR) or failure by LESSOR to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of LESSOR's right to have any such covenant or condition duly performed or observed by COUNTY, or of LESSOR's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of LESSOR in respect of such breach or any subsequent breach. LESSOR's receipt and acceptance of any payment from COUNTY which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of LESSOR to recover any payments then owing by COUNTY which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Demised Premises because of COUNTY's previous default.

Section 18.08 COUNTY hereby expressly waives for itself and any person claiming through or under COUNTY, any and all rights of redemption granted by or under any present or future laws in the event of COUNTY being evicted or dispossessed for any cause, or in the event of LESSOR's obtaining possession of the Demised Premises, by reason of the violation by COUNTY of any of the covenants and conditions of this Lease or otherwise.

Section 18.09 Except for the monetary obligations of either party, LESSOR and COUNTY 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 Excusable Delays, except as may otherwise be expressly specified in this Lease.

SECTION 19. COUNTY'S DEFAULT REMEDIES AND DAMAGES

Section 19.01 The covenant to pay rent and the covenant to provide any service, utility, maintenance, repair or replacements required under this Amended and Restated Lease Extension are interdependent. LESSOR shall be in default under this Lease upon failure to maintain, repair, operate, or service the Demised Premises as and when specified in *Section 19.02*, unless such failure is due to COUNTY Delay or Excusable Delay of such a nature that, notwithstanding the good faith efforts of LESSOR, it cannot be completely cured or remedied within the specified time period, in which event, such failure shall not constitute a default by LESSOR so long as LESSOR thereafter diligently continues its efforts to cure or remedy the same.

Section 19.02 In addition to any other remedy available to COUNTY at law or in equity, if LESSOR shall fail to perform any of its obligations under this Lease as set forth in *Section 19.01*, COUNTY may perform the same at the expense of LESSOR (i) immediately (a) after forty-eight (48) hours written notice in the case of an "Emergency," as defined below; (b) after ten (10) business days written notice if such failure unreasonably interferes with the efficient operation of the Premises; or (c) after ten (10) business days written notice if such failure may result in a violation of any Legal Requirements or in the cancellation of any required insurance; (ii) in any other case, if such failure shall remain uncured for a period of thirty (30) days next following LESSOR's receipt of written notice thereof from the County, unless such failure is of such a nature that, notwithstanding the best efforts of LESSOR, it cannot be completely cured or remedied within said 30-days, in which event such failure shall not constitute a default by LESSOR so long as LESSOR thereafter diligently continues its efforts to cure or remedy the same, then after ten (10) days from the date of the giving of written notice of COUNTY's intention to perform the same or, in the case of a failure which, for causes beyond the LESSOR's reasonable control cannot with reasonable diligence by LESSOR be cured within such additional 10-day period, such 10-day period shall be deemed extended if the LESSOR immediately upon the receipt of such notice, (a) advises the other of its intention to institute all steps necessary to cure such failure and (b) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same, providing COUNTY with written reports regarding the progress of the cure.

An "Emergency" means any situation where the Department, in a commercially reasonable standard, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the Premises, (ii) to protect any Person from imminent harm, or (iii) to avoid the imminent suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or the COUNTY's ability to utilize the Premises for its intended purposes, including but not limited to, supplying heat, air-conditioning, ventilation, light and water to the Premises.

Section 19.03 In the event of any failure by LESSOR to provide any service, utility, maintenance, repair, or replacement required under this Amended and Restated Lease Extension, County may, subject to the notice requirements of *Section 19.02* above, by contract or otherwise, perform the requirement and provide LESSOR with a written invoice containing the resulting cost to the COUNTY. LESSOR shall pay COUNTY the costs thereof, within ninety (90) days after receipt by LESSOR of a written statement as to the amounts of such costs and fee. In the event LESSOR does not remit the total amount of the costs and fee described herein within the requisite time, COUNTY may withhold such amount from the next monthly installment of Total Annual Rent, subject to the limitation that, in no event shall the amount withheld in any month exceed 5% of the next monthly installment of Total Annual Rent. In the event that COUNTY is limited from withholding the entire amount owed, COUNTY may continue to withhold monies from each next succeeding monthly installment of Total Annual Rent until the total expenses of the COUNTY are recouped from LESSOR. No deduction from rent pursuant to this clause shall

constitute a default by the COUNTY under this Amended and Restated Lease Extension. This remedy is not exclusive and is in addition to any other remedies that may be available under this Amended and Restated Lease Extension or at Law.

Section 19.04 In the event that there is an interruption, curtailment or failure by LESSOR to supply cooled or outside air, heat, plumbing or electricity for ten (10) consecutive business days after LESSOR has received written notice of such interruption, curtailment or failure (except that, with respect to plumbing or electricity, this *Section 19.04* shall only apply in the event such interruption, curtailment or failure of such services occurs as a direct result of a failure by LESSOR to comply with its repair or maintenance obligations regarding such systems as and to the extent required under this lease), and where (a) such failure is not caused by Excusable Delays or causes reasonably beyond the control of LESSOR, (b) the Premises has been placed in a condition where a reasonable COUNTY could not reasonably be expected to continue to use the Premises for its intended purpose, and (c) LESSOR has either not commenced to cure such condition or has not used reasonable diligence in following same to completion, the same shall constitute an actual or constructive eviction, in whole or in part, and COUNTY shall be entitled to an abatement of rent for the entire Premises during the period any such interruption, curtailment or failure continues and until such services are restored.

Section 19.05 The rights and remedies of COUNTY specified hereunder are not exclusive, but are in addition to any other rights and remedies provided by law or equity or otherwise available under this Amended and Restated Lease Extension. COUNTY may enforce and protect the rights of COUNTY hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all moneys due or to become due from LESSOR under any of the provisions of this Amended and Restated Lease Extension.

Section 19.06 No delay or forbearance by COUNTY in exercising any right or remedy hereunder, or COUNTY's undertaking or performing any act or matter which is not expressly required to be undertaken by COUNTY shall be construed, respectively, to be a waiver of COUNTY's rights or to represent any agreement by COUNTY to undertake or perform such act or matter thereafter. Waiver by COUNTY of any breach by LESSOR of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by COUNTY) or failure by COUNTY to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of COUNTY's right to have any such covenant or condition duly performed or observed by LESSOR, or of COUNTY's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of COUNTY in respect of such breach or any subsequent breach. COUNTY's receipt and acceptance of any payment from LESSOR which is tendered not in conformity with the provisions of this Amended and Restated Lease Extension or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of COUNTY to recover any payments then owing by LESSOR which are not paid in full, or act as a bar to the termination of this Amended and Restated Lease Extension.

Section 19.07 If a default under this **Section 19** continues after the expiration of all notice and cure periods provided for herein, COUNTY may, by written notice to LESSOR, terminate this Lease, and if so terminated, COUNTY shall be entitled to damages available under this Lease, and any other remedy available to COUNTY in law or equity.

Section 19.08 The COUNTY shall have all of its common law, equitable, and statutory rights of set-off, subject to the further provisions of this Lease, including, without limitation, the COUNTY'S option to withhold, for the purposes of set-off, any moneys due to LESSOR under

this Lease up to any amounts due and owing to the COUNTY with regard to this Lease and/or any other lease or contract with any County department or agency, including any lease or contract for a term commencing prior to the term of this Lease, 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. Notwithstanding anything to the contrary contained herein, in no event shall the amount set-off and withheld by the COUNTY in any particular month exceed three and one-half percent (3.5%) of the next monthly installment of Annual Rent due and payable under this Lease. In the event that COUNTY is limited from withholding the entire amount owed in one month, COUNTY may continue to withhold monies from each next succeeding monthly installment of Annual Rent (subject to the above limitation) until the total expenses of the COUNTY are recouped from LESSOR. No deduction from rent in the amount permitted pursuant to this clause shall constitute a default by COUNTY under this Lease.

Section 19.09 Notwithstanding any provisions in this Lease to the contrary, in no event shall COUNTY be entitled to recover lost profits or other consequential damages under this Lease or otherwise from LESSOR, even if LESSOR has been advised of or could have foreseen such damages.

SECTION 20. LESSOR'S RIGHT TO INSPECT AND REPAIR; ACCESS GENERALLY

Section 20.01 In addition to the provisions set forth at *Section 25.01* of this Lease, LESSOR may, but shall not be obligated to, enter the Demised Premises at any reasonable time, on reasonable written notice to COUNTY (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, and additions in, to, and about the Demised Premises, as necessary or desirable. LESSOR shall not be required to notify COUNTY in connection with any entry into the Demised Premises during normal business hours for purposes of LESSOR's obligations under this Lease to maintain or repair the Demised Premises, or to perform scheduled cleaning. LESSOR shall use good faith efforts to provide telephonic notice at least one hour prior to entering the Demised Premises during non-business hours or to provide unscheduled cleaning services. Notwithstanding anything to the contrary contained in this Section, LESSOR shall use reasonable efforts in its access of the Demised Premises to cause a minimal amount of interference with COUNTY's use of the Demised Premises. In the event that any such work performed by LESSOR during normal business hours shall interfere with the operations of the COUNTY, LESSOR shall perform the work after business hours or on the weekends.

SECTION 21. SURRENDER OF PREMISES; HOLDOVER

Section 21.01 This Lease and the tenancy hereby created shall cease and terminate at the end of the above term, without the necessity of any further notice from either the LESSOR or the COUNTY to terminate the same and that continued occupancy of the Demised Premises by the COUNTY after the expiration of said term shall not operate to renew the Lease for said term or any part thereof.

Section 21.02 If the Demised Premises are not surrendered in accordance with the provisions of this Article upon the expiration or termination of this Lease, Lessor shall have all rights given at law or in equity, in the case of holdovers, to remove COUNTY and anyone claiming through or under COUNTY. COUNTY expressly waives, for itself and for any person claiming through or

under COUNTY (including creditors), any rights which COUNTY or any such person may have under the provisions of any law in connection with any holdover summary proceedings which Lessor may institute to enforce the provisions of this Article. COUNTY'S obligations under this Article shall survive the expiration or termination of this Lease. COUNTY acknowledges the extreme importance to Lessor that possession of the Demised Premises be surrendered at the expiration or sooner termination of this Lease. In the event that COUNTY fails to vacate the Demised Premises at the expiration or sooner termination of this Lease, COUNTY shall be obligated to pay Lessor damages in an amount equal to one hundred and thirteen percent (113.5%) of the annual Total Annual Rent provided for on the day preceding the Expiration Date for the first two (2) months that COUNTY holds over, on a per diem basis, and thereafter one hundred fifty percent (150%) of the Total Annual Rent provided for on the day immediately preceding the Expiration Date, on a per diem basis.

Section 21.03 The provisions of this **Section 21** shall survive the expiration or earlier termination of this Lease.

SECTION 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 LESSOR or their designated representative, by regular or certified mail in postpaid envelope or by nationally recognized Courier Service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to COUNTY, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with copies to the Department of Social Services, Attention: Commissioner, 3085 Veterans Memorial Highway, Ronkonkoma, NY 11779 and the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to LESSOR, at LESSOR's address first above set forth, attention @, with a copy to @, or at such other address as COUNTY or LESSOR, respectively, may designate in writing.

Section 22.02 **Notices Relating to Termination and/or Litigation:** In the event LESSOR 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, LESSOR shall promptly deliver to the County Attorney, at the address set forth above, copies of all papers filed by or against LESSOR, but failure to do so shall not be deemed default by LESSOR under the Lease.

a. Any communication or notice regarding termination shall be in writing and shall be given to the COUNTY or the LESSOR or their designated representative at the addresses set forth in *Section 22.01* or at such other addresses that may be specified in writing by the parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on COUNTY must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

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

Section 22.03 Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 23. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT

Section 23.01 COUNTY agrees that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect present or subsequent subordination of this lease. COUNTY agrees, however, within fifteen (15) Business Days next following the Suffolk County Attorney's Office receipt of a written demand, to execute such instruments as LESSOR may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Premises, and to any water, sewer or access easement necessary or desirable to serve the Premises or adjoining property owned in whole or in part by LESSOR if such easement does not interfere with the full enjoyment of any right granted the COUNTY under this Lease, subject to the conditions stated in *Section 23.05*. LESSOR agrees to provide COUNTY with the form of SNDA currently approved by the holder of the mortgage encumbering the Premises.

Section 23.03 Within twenty (20) days next following the COUNTY's receipt of a joint written request from LESSOR and a prospective lender or purchaser of the Premises, the County Attorney's Office shall execute and deliver to LESSOR a letter stating that the same is issued subject to the conditions stated in *Section 23.05*, and, if such is the case, that (1) the Lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued, and any other information or representations commonly included in such estoppel certificate..

Section 23.04 Letters issued pursuant to *Section 23.04* are subject to the following conditions: (1) that they are based solely upon a reasonably diligent review of the COUNTY's Lease file as of the date of issuance; (2) that the COUNTY shall not be held liable because of any defect in or condition of the Premises; (3) that the COUNTY does not warrant or represent that the Premises comply with applicable Federal, State and local law.

SECTION 24. ASSIGNMENT AND SUBLETTING

Section 24.01 COUNTY may not sublet all or any portion of the Demised Premises for non-governmental purposes without the consent of LESSOR, which consent shall not be unreasonably withheld or delayed, but COUNTY shall not be relieved from any obligation under this Lease by reason of any such subletting. Any assignment of this Lease by COUNTY shall be subject to prior written consent of LESSOR, which shall not be unreasonably withheld or delayed.

Section 24.02 LESSOR shall not unreasonably withhold, delay, or condition its consent in the event such sublease meets the following conditions: (a) no default or event of default has occurred that is continuing beyond any applicable notice and grace periods set forth herein; (b) the sublessee assumes all of the obligations of this Lease, to the extent applicable to the portion of the Demised Premises so sublet; (c) COUNTY promptly furnishes LESSOR with an executed copy of the sublease or other agreement pursuant to which such sublessee shall agree to observe and perform, and to be bound by all of the terms, covenants and conditions of this Lease on

COUNTY'S part to be observed and performed; (d) the proposed sublessee is a reputable "Person," defined below, of good character, as reasonably determined by LESSOR, and LESSOR has been furnished with reasonable evidence thereof; (e) the proposed sublessee has a long term, senior, unsecured debt rating from the Rating Agencies at least equivalent to "A" (or its equivalent); and (f) the proposed sublessee shall not be (1) entitled directly or indirectly, to diplomatic or sovereign immunity, unless effectively waived to LESSOR'S reasonable satisfaction, and shall be subject to service of process in, and the jurisdiction of the courts of the State of New York, or (2) any foreign government or multi-national organization (or agency, department or division thereof); (f) the use of the Demised Premises shall not be modified.

For purposes of this Lease, the term "Person" means a natural person, a partnership, a limited liability company, a corporation, and any other form of business or legal association or entity.

Section 24.03 COUNTY shall have no claim, and hereby waives the right to any claim against LESSOR for money damages by reason of any refusal, withholding or delaying by LESSOR of any consent, and in such event, COUNTY's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any such requirement.

SECTION 25. LESSOR'S RIGHT TO SHOW PREMISES

Section 25.01 LESSOR may show the Demised Premises to prospective mortgagees upon reasonable notice, and may show the Demised Premises to prospective purchasers during the twelve (12) months prior to the expiration of this Lease, to prospective tenants, during "Business Hours," as that term is defined below, upon reasonable notice to COUNTY or by other special arrangement between LESSOR and COUNTY.

For the purposes of this Lease, the term "Business Hours" shall mean only those between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, exclusive of New Years Day, the day designated as the legal holiday for the celebration of Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day and all union holidays.

SECTION 26. EMINENT DOMAIN

Section 26.01 If the Demised Premises or any part thereof or any estate therein, or any other part of the Premises materially affecting COUNTY's use of the Demised Premises, including parking area, is taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, the Rent and Annual and any Additional Rent shall be apportioned as of the vesting date and any rent paid for any period beyond the vesting date shall be repaid to the COUNTY. COUNTY shall not be entitled to any part of the award or any payment in lieu thereof: but the COUNTY may file a claim for any taking of fixtures and improvements owned by COUNTY, and for any moving expenses.

SECTION 27. ENVIRONMENTAL RESPONSIBILITIES

Section 27.01 COUNTY shall not use or suffer the use of all or any part of the Premises to treat, generate, store, dispose of, transfer, release, convey or recover any "Hazardous Substances," as that term is defined below. COUNTY shall immediately notify LESSOR of the presence or suspected presence of any Hazardous Substance on or about the Premises and shall deliver to LESSOR any notice received by COUNTY with respect to any Hazardous Substance relating thereto.

For purposes of this Lease, the term "Hazardous Substance" means (i) asbestos and any asbestos containing material and any substance that is listed in, or otherwise classified pursuant to any

“Environmental Laws,” as that term is defined below, or any applicable laws or regulations as “hazardous substance”, “hazardous material”, “hazardous waste”, “infectious waste”, toxic substance”, “toxic pollutant”, or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or “EP toxicity”, (ii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (iii) petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, and medical waste. “Hazardous Substance” shall not include normal cleaning and personal household products being used in their intended manner and otherwise in a manner that is in compliance with Environmental Laws.

“Environmental Laws” means any and all present and future federal, state, and local laws, ordinances, rules, regulations, decisions, and standards relating to protection of human health and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et.seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et.seq. (“RCRA”); the Occupational Safety and Health Act) 29 U.S.C. 651 et.seq. (“OSHA”). Environmental Laws shall also include, but are not limited to, any requirements relating to underground storage tanks, the storage and use of gasoline, diesel fuel, waste oil or other petroleum products.

Section 27.02 Subject to the provisions of *Section 27.04*, COUNTY, at its expense, shall comply with all Environmental Laws applicable to the Premises and shall give LESSOR prompt notice of any lack of compliance with any of the foregoing and of any notice it receives of the alleged violation of any Environmental Laws. LESSOR shall reasonable cooperate with COUNTY’S efforts hereunder.

Section 27.03 LESSOR represents and warrants that to LESSOR’S actual knowledge, the Demised Premises has not been used for the generation, treatment, storage, or disposal of hazardous waste, and the building contains no asbestos. LESSOR certifies that, to LESSOR’S actual knowledge, the Demised Premises comply with all applicable Federal, State, and local regulations concerning the provision of a safe work environment free from environmental contaminants and hazards

Section 27.04 Except to the extent the same are the obligations of COUNTY under the Lease or other tenants or third parties, LESSOR shall comply with all Environmental Laws affecting or related to its use or ownership of the Premises, including but not limited to, the construction or demolition of any improvement thereon, and shall give COUNTY prompt notice of any lack of compliance with any of the foregoing of which it obtains knowledge and of any notice it receives of the alleged non-compliance with Environmental Laws. COUNTY shall cooperate with LESSOR’S efforts hereunder; provided, however, that COUNTY shall not be required to incur any out of pocket costs in so doing. LESSOR shall indemnify COUNTY against all claims, losses, costs, expenses, fines, penalties and damages which may be imposed by reason of, or arising out of LESSOR’S failure to fully and promptly comply with the provisions of this Section.

Section 27.05 With respect to the existence of any Hazardous Substance which COUNTY has caused or created, COUNTY shall defend, indemnify, and hold harmless LESSOR and its members, employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release, or threatened release of any Hazardous Substance which is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or

personal) arising out of or related to such Hazardous Substance; (c) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substance; and/or (d) any violation of Environmental Laws, or any policies or requirements of LESSOR which are based upon or in any way related to such Hazardous Substance, including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

Section 27.06 The provisions of this **Section 27** shall survive the expiration or earlier termination of this Lease.

SECTION 28. QUIET ENJOYMENT

Section 28.01 LESSOR covenants that if and so long as COUNTY pays Total Annual Rent and Expenses, and fully and faithfully performs the covenants hereof, COUNTY shall peaceably and quietly have, hold and enjoy the Premises for the Term, subject to the provisions of this Lease.

SECTION 39. NO IMPLIED WAIVER

Section 29.01 No failure or delay by either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of such breach shall constitute a waiver of any such provision.

SECTION 30. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

Section 30.01 The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit D** and made a part hereof.

SECTION 31. ADDITIONAL DISCLOSURE REQUIREMENTS

Section 31.01 In addition to the requirements set forth under **Exhibit D (1)**, LESSOR represents and warrants that it shall submit to COUNTY verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk County (S.C. Code Chapter 342. An updated Land Acquisition Public Disclosure Statements shall be submitted whenever there is a change in any information required pursuant to S.C. Code § 342-6.

Section 31.02 LESSOR acknowledges that the filing of these statements is a material, contractual and statutory duty and that failure to file the statements shall constitute a material breach of this Lease, for which COUNTY shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of five percent (5%) of the amount of the Total Annual Rent for the year in which the breach has occurred; provided, however, no penalty shall be due unless and until LESSOR has received a written notice of failure to file the requisite forms and fifteen (15) Business Days to cure. No breach shall be deemed to have occurred in the event that COUNTY has failed to provide the requisite forms to be completed by LESSOR upon LESSOR's request for same. In any event, COUNTY agrees to provide LESSOR with written notice of any anticipated or actual breach of this **Section 31**. LESSOR shall file further revised Statements whenever there is a change in any information set forth therein or annually, as required.

Section 31.03 In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, COUNTY shall have the right to cancel this Lease upon nine (9) months notice to LESSOR from the date of COUNTY's discovery of

such transfer or conveyance, unless the consent of the COUNTY to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the COUNTY by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as COUNTY may designate in writing. The failure of the COUNTY to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to LESSOR within ten (10) business days of receipt of such application shall constitute consent on the part of the COUNTY.

Section 32. COOPERATION ON CLAIMS

Section 32.01 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 Lease.

SECTION 33. MISCELLANEOUS

Section 33.01 Neither LESSOR nor COUNTY shall be permitted to record this Lease or a memorandum thereof.

Section 33.02 Time is and shall be of the essence with respect to this Lease.

Section 33.03 References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Articles, Exhibits, and Schedules of and to this Lease unless specified to the contrary.

SECTION 34. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 34.01 Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the COUNTY and LESSOR or to constitute the LESSOR as an agent or employee of the COUNTY.

SECTION 35. BROKER

Section 35.01 LESSOR and COUNTY, each to the other, represent and warrant that no broker or finder brought about this Lease or called the Premises to COUNTY's attention for lease or took any part in any dealings, negotiations, or consultations with respect to the Demised Premises or this Lease. LESSOR further agrees to indemnify and hold harmless the COUNTY against any claim, demand and judgment which may be made or obtained against the COUNTY by any broker claiming a commission for bringing about this Lease. The COUNTY shall forthwith notify the LESSOR of any such claim, demand, or legal action and the LESSOR shall defend the COUNTY against any such claim, demand or legal action at no cost to the COUNTY.

SECTION 36. CERTIFICATION

Section 36.01 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.

SECTION 37. NOT IN DEFAULT

Section 37.01 LESSOR warrants that, as of the date hereof, it is not in arrears to the COUNTY upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to or contract with the COUNTY.

SECTION 38. GOVERNING LAW

Section 38.01 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.

SECTION 39. WAIVER OF TRIAL BY JURY

Section 39.01 It is mutually agreed by and between LESSOR 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 LESSOR 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.

SECTION 40. CIVIL ACTIONS

Section 40.01 LESSOR represents that it shall not use any of the moneys received under this Lease, 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.

SECTION 41. SUCCESSORS BOUND

Section 41.01 This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 42. COUNTY REPRESENTATIVES

Section 42.01 It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the COUNTY are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that LESSOR shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 43. INDEPENDENT CONTRACTOR

Section 43.01 It is expressly agreed that LESSOR's status hereunder is that of an independent contractor. Neither the LESSOR, nor any person hired by LESSOR shall be considered employees of the County for any purpose.

SECTION 44. EXECUTION BY LESSOR

Section 44.01 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 D** of this Lease. The Lease must be signed with the partnership name, followed by the name of the partner signing the Lease.

Section 44.02 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 44.03 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.

SECTION 45. SUFFOLK COUNTY LAWS

Section 45.01 A copy of the local laws referenced herein can be reviewed online at <http://www.co.suffolk.ny.us/legis/>

SECTION 46. APPROPRIATION OF FUNDS

Section 46.01 It is understood by the parties hereto that this Lease is made subject to the amount of funds appropriated therefor and any subsequent modifications thereof for the period of this Lease by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of funds appropriated.

Section 46.02 The COUNTY reasonably believes that funds can be obtained sufficient to pay Annual Base Rent during each year of the Term of this Lease and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which Annual Base Rent may be paid, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is the COUNTY's intent to pay Annual Base Rent each year, for the full Term of this Lease, if funds are legally available therefore and, in that regard, the COUNTY represents that the use of the Premises are necessary to its proper, efficient and economic operation. LESSOR and COUNTY understand and intend that the obligation of the COUNTY to pay Annual Base Rent hereunder shall constitute a current expense of the COUNTY and shall not in any way be construed to be a debt of the COUNTY in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the COUNTY, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the COUNTY.

Section 46.03 Except as otherwise provided in *Section 3.02*, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment of Annual Base Rent due under this Lease, COUNTY shall immediately notify LESSOR or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever, except as the portions of Annual Base Rent herein agreed upon for which funds have been appropriated and budgeted. In the event of such

termination, COUNTY agrees to peacefully surrender possession of the Premises to LESSOR or its assignee on the date of such termination. LESSOR will have all legal and equitable rights and remedies to take possession of the Premises. Notwithstanding the foregoing, COUNTY agrees:

- i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Premises for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and
- ii) that it will not during the Term give priority in the application of funds to any other functionally similar Premises.
- iii) This paragraph will not be construed so as to permit the TENANT to terminate this Lease in order to acquire or lease any other premises or to allocate fund directly or indirectly to perform essentially the same application for which the Premises are intended.

SECTION 47. IDENTIFICATION NUMBER

All invoices or vouchers submitted to the County for payment of rent and/or Expenses must include the payee's (LESSOR's) identification number. The number is either the LESSOR'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 his invoice or Standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

SECTION 48. PARAGRAPH HEADINGS

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

SECTION 49. SEVERABILITY

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

SECTION 50. ENTIRE AGREEMENT

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.

SECTION 51. 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.

SECTION 52. INTERPRETATION

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.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered as of the date first set forth above.

LESSOR

FHV, LLC

By: _____
Name: _____
Title: _____
Date: _____

**APPROVED AS TO LEGALITY:
CHRISTINE MALAFI**

Suffolk County Attorney
By: _____
Basia Deren Braddish
Title: Assistant County Attorney
Date: _____

COUNTY

COUNTY OF SUFFOLK

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

**RECOMMENDED:
SPACE MANAGEMENT STEERING
COMMITTEE**

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, *Deputy County Executive* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A
DEMISED PREMISES

EXHIBIT B
Summary of Landlord-Tenant Responsibilities – Rev 1/09

ITEM	LANDLORD	COUNTY
1) UTILITIES – Usage		
A) OIL	N/A	N/A
B) GAS (if separately metered)		X
C) WATER	X	
D) ELECTRICITY (if separately metered)		X
E) SEWER CHARGES/TAXES	X	
2) H.V.A.C. EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CHANGE AIR FILTER: QUARTERLY	X	
3) ELECTRIC EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) INTERIOR LAMP & BALLAST REPLACEMENT		X
C) EMERGENCY LIGHTING AND EXIT LIGHTING	X	
D) PARKING FIELD & EXTERIOR BUILDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS	X	
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS	X	
5) STRUCTURAL REPAIRS * SEE PARAGRAPH ENTITLED “PREPARATION AND CARE OF PREMISES BY LANDLORD”	X	
A) REPAIR: sidewalks, curbs, ramps, driveways, parking areas, roof & roofing, interior (due to faulty construction), drainage structures & systems, sewage structures & systems	X	
B) REPAIR: BUILDING ENVELOPE	X	
6) CUSTODIAL – In accordance with Lease terms:		X
7) CLEAN WINDOWS – EXTERIOR, 1X/year	X	

	ITEM	ITEM LORD	ITEM UNTY
8)	SHAMPOO CARPETS AND WAX FLOORS (1x/YEAR or as otherwise provided in Cleaning Specifications)		
9)	CARTAGE	X	
	A) MEDICAL WASTE	N/A	N/A
10)	SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
11)	GROUNDS MAINTENANCE	X	
	A) GRASS & LANDSCAPING MAINTENANCE	X	
	B) IRRIGATION OF GRASS & LANDSCAPING	X	
	C) PARKING FIELD	X	
	D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
12)	REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
13)	INTERIOR MAINTENANCE AND REPAIRS (NOT CAUSED BY TENANT MISUSE, ABUSE OR NEGLECT)	X	
14)	GLAZING (NOT CAUSED BY TENANT DAMAGE)	X	
15)	TAXES SEE PARAGRAPH 5 ENTITLED "REAL ESTATE TAXES"	2011-2012 Base Year	4.1% of amount Over Base Year
16)	VERMIN AND RODENT EXTERMINATION	X	
17)	FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING	X	
18)	FIRE AND SECURITY ALARM –INSTALLATION, MAINTENANCE AND REPAIR	X	
19)	FRES CONNECTION – MAINTENANCE AND REPAIR	X	
20)	FIRE EXTINGUISHERS – INSTALLATION AND MAINTENANCE	X	
21)	FLAG POLE	X	
22)	ELEVATOR REPAIR AND MAINTENANCE	X	

EXHIBIT C

EXHIBIT D
SUFFOLK COUNTY 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.

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 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 "Nonresponsible 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. 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)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

1935

UPDATED VERSION AS OF 10/25/11

Intro. Res. No. -2011
Introduced by Legislator Schneiderman

Laid on Table 11/22/11

RESOLUTION NO. -2011, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF SOUTHAMPTON TO INSTALL BEACH MARKERS ON COUNTY BEACHES

WHEREAS, the Town of Southampton ("Town") plans to install beach markers on their ocean beaches to assist the public in identifying and conveying their exact location when at ocean beaches; and

WHEREAS, the Town plans to place beach markers on County-owned property, including Cupsogue Beach and Shinnecock East; and

WHEREAS, the beach markers will be installed and maintained without any cost to the County; and

WHEREAS, the County should allow these markers to be installed for the benefit of County residents using Cupsogue Beach and Shinnecock East; now, therefore be it

1st RESOLVED, that the County Executive, or his or her designee, be and hereby is authorized to execute a Memorandum of Understanding with the Town of Southampton whereby the Town will place numbered, color-coded beach markers along County-owned property, including Cupsogue Beach and Shinnecock East, immediately seaward of the toe of the dune, at no cost to the County; and be it further

2nd RESOLVED, the design of the beach markers shall be subject to the approval of the Department of Parks, Recreation and Conservation and the Parks Board of Trustees; 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:

1936

Intro. Res. No. -2011
Introduced by Legislator Horsley

Laid on Table 11/22/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO.
-2011, A CHARTER LAW TO ENSURE FUNDING FOR SEWER
INFRASTRUCTURE IMPROVEMENTS**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A CHARTER LAW TO ENSURE FUNDING FOR SEWER INFRASTRUCTURE IMPROVEMENTS**" 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 ENSURE FUNDING FOR SEWER
INFRASTRUCTURE IMPROVEMENTS**

**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 No. 44-2011 authorized the use of excess monies in the Assessment Stabilization Reserve Fund ("ASRF") to pay for sewer infrastructure and sewage treatment plants, the installation of enhanced nitrogen removal systems and to provide temporary property tax relief.

This Legislature further finds that Local Law No. 44-2011 contained a drafting error in that funding for sewer infrastructure was made permissive, rather than mandatory as the Legislature intended.

Therefore, the purpose of this local law is to correct Local Law No. 44-2011 to reflect the Legislature's intent to make funding for sewer infrastructure mandatory.

Section 2. Amendment.

Section C12-2 of the SUFFOLK COUNTY CHARTER is hereby amended as follows:

§ C12-2. Programmatic expenses.

* * * *

- D. Sewer taxpayer protection: 25% of the total revenues generated each calendar year for sewer district tax rate stabilization only in those instances in which the pertinent sewer district will experience an increase in rates of at least 3% in the aggregate for user charges, operations and maintenance charges, per-parcel charges, and ad valorem assessments in the calendar year for which these sewer district tax stabilization revenues are being allocated. The Suffolk County Sewer Assessment Stabilization Fund is hereby created. 25% of the total revenues generated each calendar year by

such sales and compensating use tax shall be allocated and deposited annually to this Trust Fund. The annual appropriation of such revenues shall be effectuated via duly enacted resolution of the County of Suffolk and shall not reduce the projected rate increase below 3% in the aggregate for user charges, operations and maintenance charges, per parcel charges, and ad valorem assessments for the year in question. If the revenues generated in any year, including calendar year 2030, exceed the amount necessary to provide such stabilization, then such excess revenues shall be carried over as a fund balance for sewer district tax rate stabilization, provided, however, that such fund balance shall not exceed \$140 million in fiscal year 2011, or in any subsequent fiscal year through fiscal year 2021.

- 1) In the event such fund balance exceeds \$140 million in fiscal year 2011, 2012 or 2013, 62.5% of these excess monies [may] shall be used, via duly approved resolutions of the County of Suffolk, for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems. These monies may be used for projects outside the boundaries of County sewer districts. Thirty-seven and one half percent (37.5%) of the 2011, 2012 and 2013 excess fund balance shall be appropriated via duly approved resolutions to a reserve fund for bonded indebtedness established pursuant to Section 6-h of the General Municipal Law or to a retirement contribution reserve fund established pursuant to Section 6-r of the General Municipal Law (County Fund 420 and any successor fund).

* * * *

Section 3. Applicability.

This law shall apply to 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\cl-amend-local-law-44-201

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

1936

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: NOVEMBER 17, 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 ENSURE FUNDING FOR SEWER INFRASTRUCTURE IMPROVEMENTS

SPONSOR: LEGISLATOR HORSLEY

DATE OF RECEIPT BY COUNSEL: 10/27/2011 PUBLIC HEARING: 12/6/2011
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would amend the recently enacted Local Law No. 44-2011 to clarify that funding for sewer infrastructure and sewage treatment plants is mandatory rather than permissive.

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-amend-local-law-44-2011

1937

Intro. Res. No. -2011
Introduced by Legislator Cooper

Laid on Table 11/22/11

**RESOLUTION NO. -2011, AUTHORIZING THE PAYMENT
OF RENT FOR THE 18TH LEGISLATIVE DISTRICT OFFICE**

WHEREAS, the district office for the 18th Legislative District has been located on the grounds of the Vanderbilt Museum and Planetarium ("Museum") since May 1, 2011; and

WHEREAS, a lease for the district office, at a cost of \$2,500 per month, was approved by the County's Space Management Committee; and

WHEREAS, despite the Space Management Committee's approval of the subject lease, the County Executive has not signed the contract or authorized the payment of rent; and

WHEREAS, the Museum continues to incur costs for the operation of the District Office and should be reimbursed at the rates agreed upon in the approved lease; now, therefore be it

1st RESOLVED, that the Suffolk County Comptroller is hereby authorized, empowered and directed to pay the Vanderbilt Museum and Planetarium the rent established in the approved lease agreement for the 18th Legislative District Office, retroactive to May 1, 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:\reslr-18th ld rent payments

OFFICE OF THE COUNTY LEGISLATURE
COUNTY OF SUFFOLK

1936

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: NOVEMBER 17, 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 ENSURE FUNDING FOR SEWER INFRASTRUCTURE IMPROVEMENTS

SPONSOR: LEGISLATOR HORSLEY

DATE OF RECEIPT BY COUNSEL: 10/27/2011 PUBLIC HEARING: 12/6/2011
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would amend the recently enacted Local Law No. 44-2011 to clarify that funding for sewer infrastructure and sewage treatment plants is mandatory rather than permissive.

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

Introductory Resolution No. 1938-11

Laid on Table 11/22/11

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
EDWIN LEBRON AND MILDRED LEBRON, HIS WIFE
(SCTM NO. 0100-039.00-01.00-093.000)**

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 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 039.00 Block 01.00 Lot 093.000 and acquired by Tax Deed on March 24, 2003 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on March 25, 2003 in Liber 12242 at CP 399 and described as follows, known and designated as Lot 45 in Block 36 on a certain map entitled "Map No. 1 of Harlem Park, Section 1", and filed in the Office of the Clerk of the County of Suffolk on October 7, 1907 as Map No. 288,

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, Edwin Lebron and Mildred Lebron, have made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$1,600.00. 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 \$1,600.00, 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 \$1,600.00, 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 EDWIN LEBRON AND MILDRED LEBRON, 160 North 24th Street, Wheatley Heights, New York 11798.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

1938

**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

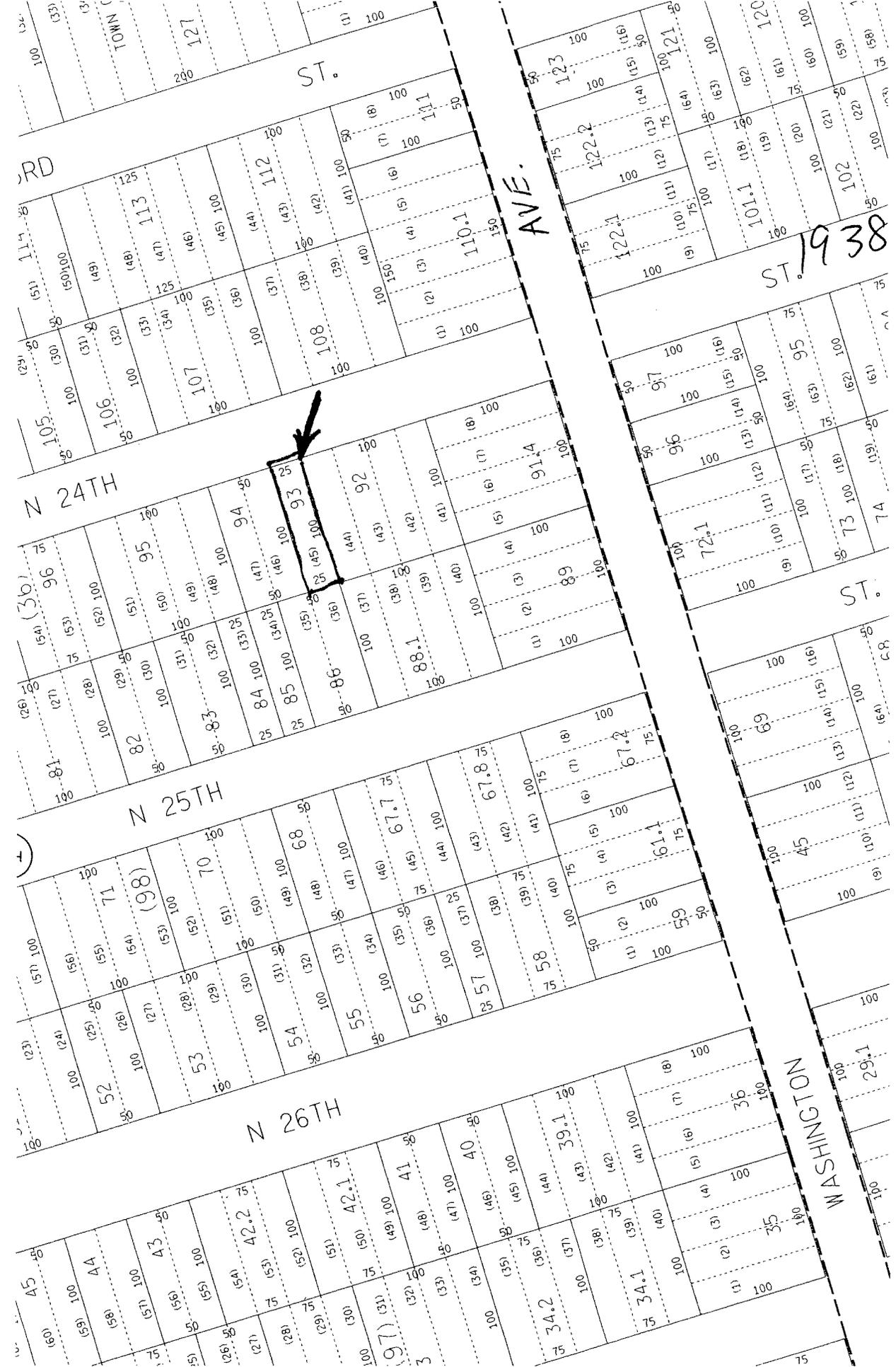
DIRECT SALE:

Suffolk County Local Law No. 13-1976
Tax Map No. 0100-039.00-01.00-093.000

ADJOINING OWNER	BID	BID	BID
Edwin & Mildred Lebron 160 North 24 th Street Wheatley Heights, New York 11798 0100-039.00-01.00-094.000	\$1,600.00		
Carroll Banks 154 North 24 th Street Wyandanch, New York 11798 0100-039.00-01.00-092.000	\$0		
Imre Hollosi 171 North 25 th Street Wheatley Heights, New York 11798 0100-039.00-01.00-086.000	\$0		

SIZE OF PARCEL: 25' x 100'
APPRAISED VALUE: \$1,600.00
COMMENT: Direct Sale to Adjacent Owner

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



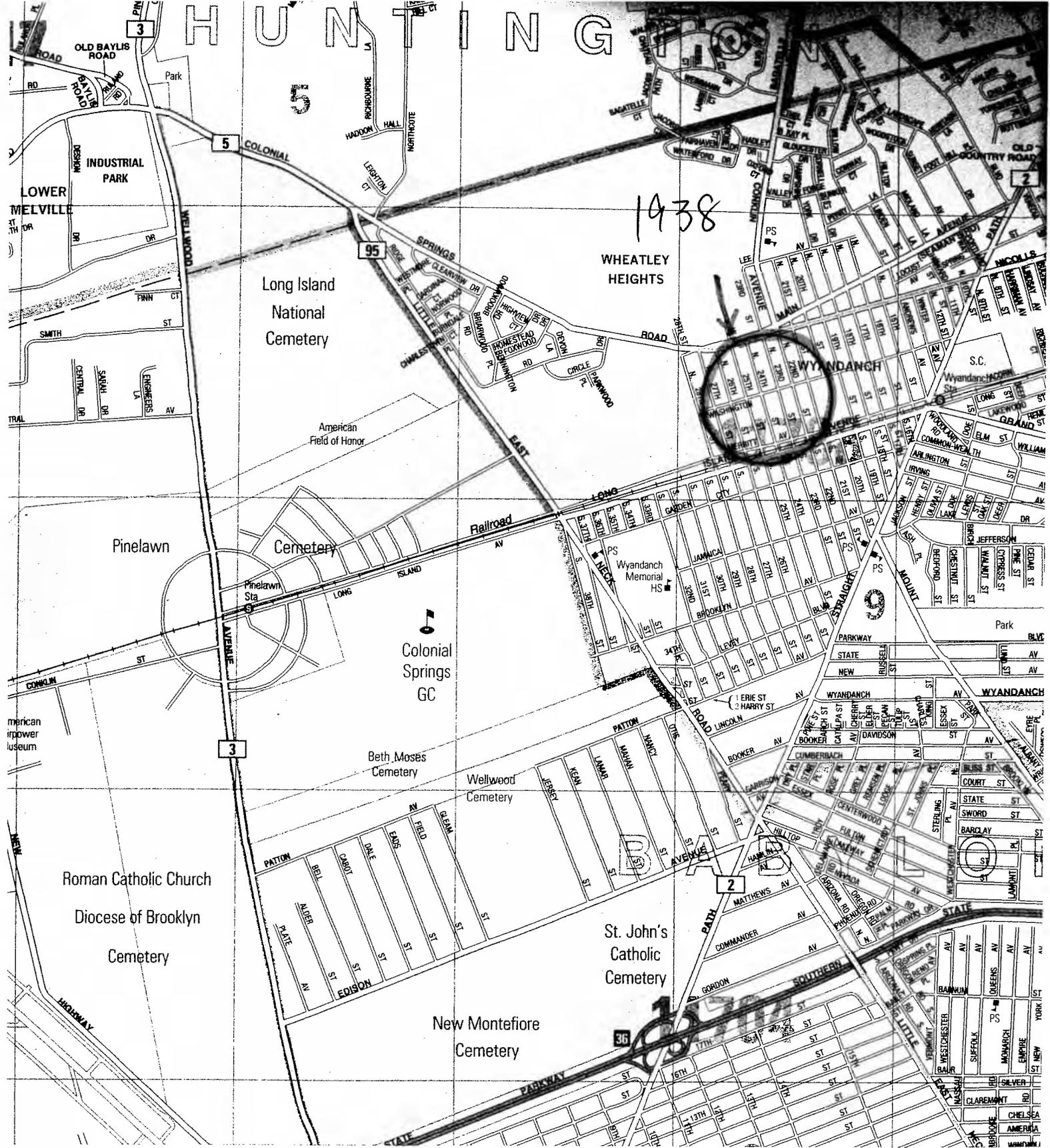
ST. 1938

TM# 0100-039.00-01.00-093.000

1938



HUNTING



1938

M# 0100-03900-0100-093000

1938

**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 _____ R.J. Bhatt _____ 10/18/11
Land Management Specialist

Gen C1

COUNTY OF SUFFOLK



1938

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

October 18, 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: 0100-039.00-01.00-093.000

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:

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. 1939-11

Laid on Table 11/22/11

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
GEIGER PROPERTIES, LLC
(SCTM NO. 0103-019.00-05.00-059.000)**

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 Incorporated Village of Lindenhurst, 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 0103 Section 019.00 Block 05.00 Lot 059.000 and acquired by Tax Deed on July 10, 2003 from Diane M. Stuke, the Deputy County Treasurer of Suffolk County, New York, and recorded on July 11, 2003 in Liber 12260 at CP 584 and described as follows, known and designated as part of Lot 39 on a certain map entitled "Map of Lincoln Estates" and filed in the Office of the Clerk of the County of Suffolk on October 8, 1926 as Map No. 741,

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, Geiger Properties, LLC, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$501.00. 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 \$480.00, 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 \$ 501.00, 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 Geiger Properties, LLC, 222 East Montauk Highway, Lindenhurst, New York 11757.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

1939

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:

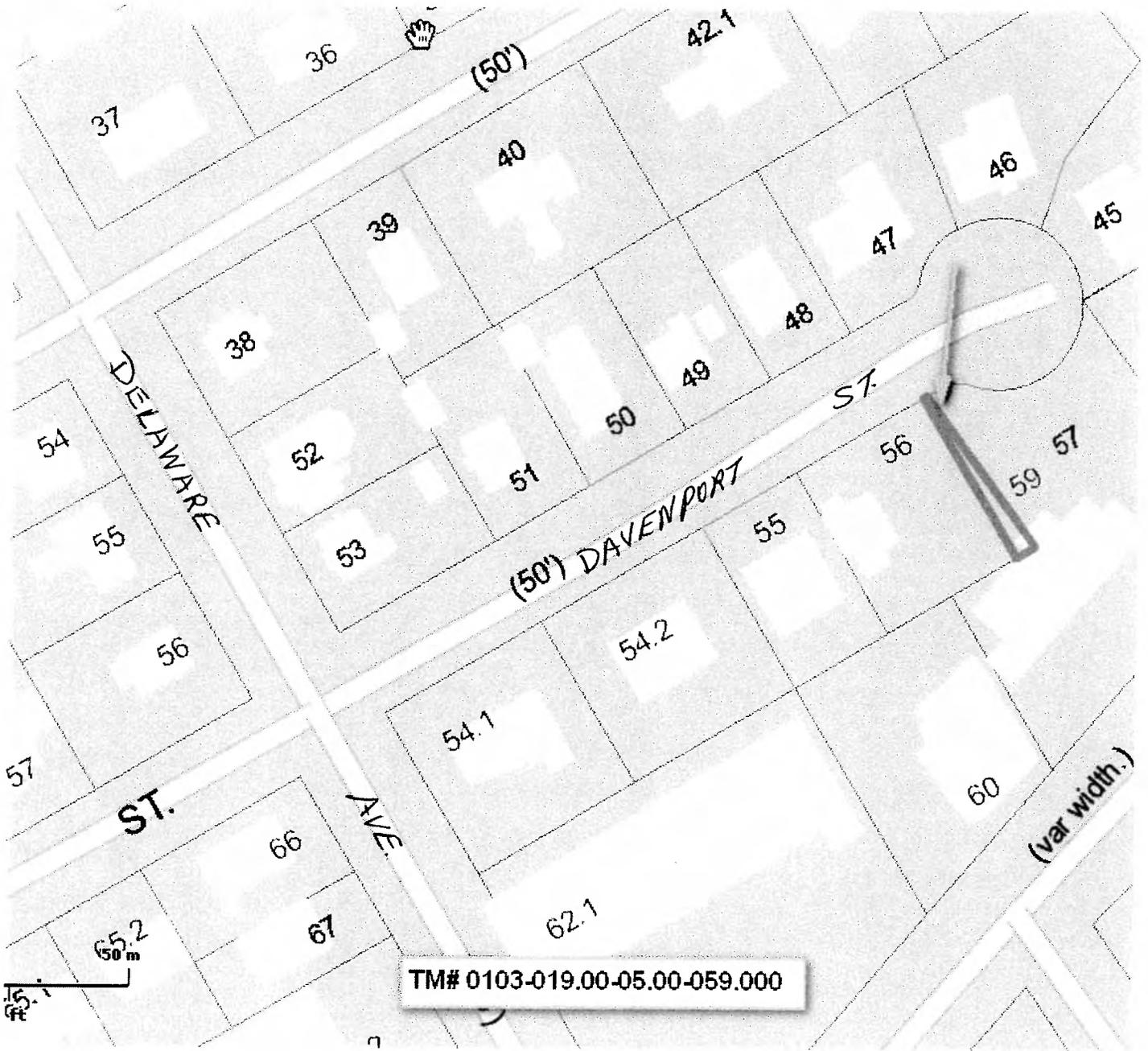
Suffolk County Local Law No. 13-1976
Tax Map No. 0103-019.00-05.00-059.000

ADJOINING OWNER	BID	BID	BID
Geiger Properties, LLC 222 East Montauk Highway Lindenhurst, New York 11757 0103-019.00-05.00-057.000	\$501.00		
Richard & Anna Bednarik 259 Davenport Street Lindenhurst, New York 11757 0103-019.00-05.00-056.000	\$0		

SIZE OF PARCEL: 2' x 100' TRI
APPRAISED VALUE: \$480.00
COMMENT: Direct Sale to Adjacent Owner

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

1939

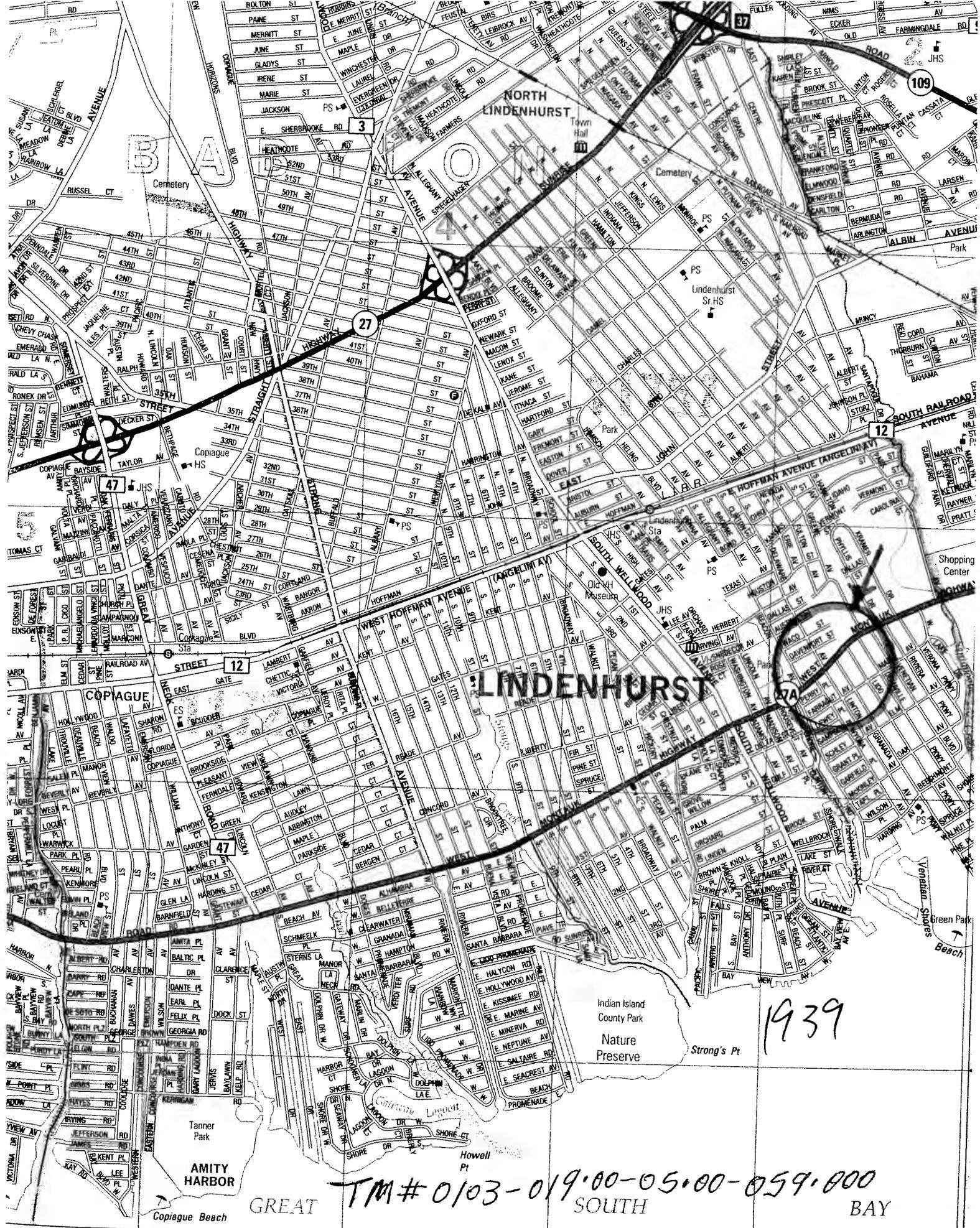


TM# 0103-019.00-05.00-059.000

1939



TM# 0103-019.00-05.00-059.000



1939

TM# 0103-019.00-05.00-059.000
GREAT SOUTH BAY

Gen C2

COUNTY OF SUFFOLK



1939

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

October 18, 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: 0103-019.00-05.00-059.000

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:

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

1939

**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

R.J. Bhatt

10/18/11

Intro. Reso. No. **1940-11**
Introduced by the Presiding Officer on request of the County Executive

Laid on Table **11/22/11**

**RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING
A GRANT IN THE AMOUNT OF \$ 68,500.00 FROM THE NEW
YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES, TO
PROVIDE ENHANCED DEFENSE REPRESENTATION FOR
CASES REFERRED TO THE LEGAL AID SOCIETY OF SUFFOLK
COUNTY BY THE SEX OFFENDER COURT WITH 100%
SUPPORT**

WHEREAS, the State of New York Division of Criminal Justice Services has made \$ 68,500 in Federal pass-through monies from the 2011 Byrne Justice Assistance Grant Program to Suffolk County for the enhancement of defense representation for cases assigned to the Legal Aid Society of Suffolk County by the Sex Offender Court, and

WHEREAS, the operational period of the Program will be from August 1, 2011, through July 31, 2012; and

WHEREAS, said grant funds totaling \$ 68,500 have not been included in the 2011 Suffolk County Operating Budget; now, therefore be it,

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds in the sum of \$ 68,500 as follows;

<u>REVENUES:</u>	<u>AMOUNT</u>
001-4317 Federal Aid: DCJS Sex Offender Program	\$ 68,500

ORGANIZATIONS:

Legal Aid Society (LAS)
DCJS Sex Offender Program
001-LAS-1177

<u>4000 - Contractual Expenses</u>	<u>\$ 68,500</u>
4770 - Special Services	\$ 68,500

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the State of New York.

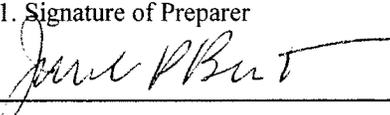
DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1940

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$ 68,500.00 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES, TO PROVIDE ENHANCED DEFENSE REPRESENTATION FOR CASES REFERRED TO THE LEGAL AID SOCIETY OF SUFFOLK COUNTY BY THE SEX OFFENDER COURT WITH 100% SUPPORT		
3. Purpose of Proposed Legislation SEE ITEM 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact NO FINANCIAL IMPACT – 100% GRANT FUNDED		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. PROGRAM WILL CONTINUE AS LONG AS GRANT FUNDS ARE AVAILABLE		
8. Proposed Source of Funding NYS DIVISION OF CRIMINAL JUSTICE SERVICES, FEDERAL PASS-THROUGH GUNDING FROM THE 2011 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM		
9. Timing of Impact UPON ADOPTION OF RESOLUTION		
10. Typed Name & Title of Preparer JAMES P. BURT	11. Signature of Preparer 	12. Date October 17, 2011

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1940

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.



1940

STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
4 Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

ANDREW M. CUOMO
GOVERNOR

SEAN M. BYRNE
ACTING COMMISSIONER

June 24, 2011

The Honorable Steve Levy
County Executive
Suffolk County
H. Lee Dennison Building, 12th Floor
100 Veterans Memorial Hwy., P.O. Box 6100
Hauppauge, NY 11788

Dear Mr. Levy:

I am pleased to notify you that a grant award in the amount of \$68,500 is being offered to Suffolk County to continue support for defense services programs at the Legal Aid Society of Suffolk County, Inc. through July 31, 2012. This initiative is being supported with Byrne/JAG funding appropriated in the 2011-2012 State Budget.

As a recipient of a contract supported by JAG funds, you are responsible for additional federal reporting requirements. Awardees receiving federal funds will be required to report quarterly through the federal Performance Measure Tool (PMT) to the federal Bureau of Justice Assistance (BJA) on performance measures. The grantee will sign onto the PMT utilizing the ID, password and instructions provided by DCJS and follow appropriate procedures to report data within 15 days after the end of the calendar quarter. Finally, the standard quarterly progress reports for DCJS contracts must be completed in the DCJS internet-based automated Grants Management System (GMS).

In the very near future an Office of Program Development and Funding (OPDF) Criminal Justice Program Representative, assigned to this project, will contact your office and assist you in the development of the grant contract. Applications must be completed and submitted through the DCJS internet-based automated Grants Management System (GMS) by **July 15, 2011**. Once the application is received, we will begin the grant contracting process.

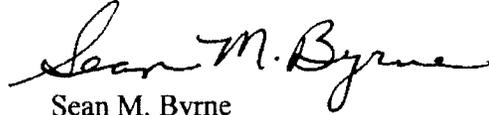
In these times of serious fiscal crisis in New York State, please be aware there is no guarantee of ongoing funding for this project. We are pleased to have been able to provide the funding to support this project for your organization.

DCJS is looking forward to working with you on this important initiative during the coming year. Should you have any questions, please have a member of your staff contact Larry

1940

Signer at (518) 457-8499. Thank you for your continued efforts to make New York the safest state in the nation.

Very truly yours,

A handwritten signature in cursive script that reads "Sean M. Byrne".

Sean M. Byrne
Acting Commissioner

SMB:dcc:kc

Enclosure

cc: Louis E. Mazzola, Legal Aid Society of Suffolk County, Inc.

1940

**Byrne Justice Assistance Grant (JAG) Award
Grant Award Information Sheet**

Grantee: Legal Aid Society of Suffolk County
Implementing Agency:
GMS Project ID Number: BJ11-1183-D00
DCJS #: BJ11632507
Award Amount: \$68,500

Project Description: Enhanced Defense

**Important JAG regulations to remember when
completing your application budget:**

γ JAG funds cannot supplant existing expenses.

DCJS Contact: Vicki Milonovich
NYS Division of Criminal Justice Services
Office of Program Development and Funding
4 Tower Place
Albany, NY 12203-3762
(518) 457-3497
Fax: (518) 485-2728

Or Larry Signer (518) 457-8499

Federal Award Identification Information

Federal Fiscal Year of Funds: 2010

Catalog of Federal Domestic Assistance (CFDA) Title: Byrne Justice Assistance Grant (JAG)

CFDA Number: 16.738

Federal Agency: U.S. Department of Justice, Bureau of Justice Assistance

1940

<p>STATE AGENCY Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p>NYS COMPTROLLER'S NUMBER: C632507 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788</p>	<p>TYPE OF PROGRAMS: Byrne JAG DCJS NUMBERS: BJ11632507 CFDA NUMBERS: 16.738</p>
<p>FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000</p>	<p>INITIAL CONTRACT PERIOD: FROM 08/01/2011 TO 07/31/2012 FUNDING AMOUNT FROM INITIAL PERIOD: \$68,500.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (If applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>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: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Additional back-up material regarding IR 1940 is on file in the

Legislative Clerk's Office, Hauppauge.

1941

Intro. Res. No. - 2011

Laid on the Table

11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING THE 2011 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% FEDERAL GRANT FUNDS PASSED THROUGH THE NEW YORK STATE DEPARTMENT OF HEALTH TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES FOR THE IMMUNIZATION ACTION PLAN

WHEREAS, the New York State Department of Health Services has awarded 100% Federal grant funds to the Department of Health Services for the Immunization Action Plan in the amount of \$300,000 for the period 04/01/11-03/31/12; and

WHEREAS, the purpose of this grant funding is to ensure that 90% of all children in Suffolk County are completely immunized by their second birthday; and

WHEREAS, a portion of these funds are already included in the 2011 Suffolk County Adopted Operating Budget and \$21,925 needs to be appropriated; and

WHEREAS, these monies are 100% federally funded; now, therefore be it

1ST RESOLVED, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate \$21,925 in grant funds as follows:

REVENUES

001-4401 Public Health \$21,925

APPROPRIATIONS

Department of Health Services (HSV)
Division of Patient Care Services
Immunization Action Plan
001-HSV-4116

Contractual Expenses \$21,925
4560 Fees for Services: Non-employee \$21,925

and be it further

2nd RESOLVED, that any unexpended appropriations will be re-appropriated to the subsequent fiscal year, until grant termination; 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.

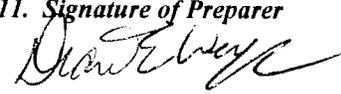
DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION** 1941

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
Title of Proposed Legislation Amending the 2011 Adopted Operating Budget to accept and appropriate 100% Federal grant funds passed through the New York State Department of Health to the Suffolk County Department of Health Services for the Immunization Action Plan.		
3. Purpose of Proposed Legislation This legislation is needed to accept and appropriate 100% Federal grant funds passed through the New York State Department of Health for the Immunization Action Plan. The purpose of this grant funding is to ensure that at least 90% of all children in Suffolk County are completely immunized by their second birthday.		
4. Will the Proposed Legislation Have a Fiscal Impact? YES _____ NO <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Not applicable		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. None		
8. Proposed Source of Funding 100% Federal grant funds passed through the New York State Department of Health		
9. Timing of Impact 2011-2012		
10. Typed Name & Title of Preparer <i>Diane E. Weyer</i> Principal Financial Analyst	11. Signature of Preparer 	Date 10-5-11
BETH A. REYNOLDS PRINCIPAL EXECUTIVE ANALYST		10/20/11

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1941

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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1941

DEPARTMENT OF HEALTH SERVICES

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

October 5, 2011

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

Dear Mr. Crannell:

I request the introduction of the enclosed Resolution to amend the 2011 Adopted Operating Budget to accept and appropriate 100% Federal grant funds passed through the New York State Department of Health to the Suffolk County Department of Health Services for the Immunization Action Plan. The purpose of this grant funding is to ensure that at least 90% of all children in Suffolk County are completely immunized by their second birthday.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 3-3040. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PC IAP Grant.doc".

Sincerely,

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

Enclosures

JLT/lw

C: Brendan Chamberlain, Director of Intergovernmental Relations (2 copies)
Margaret B. Bermel, M.B.A, Director of Health Administrative Services
Janet DeMarzo, Deputy Commissioner
Shaheda Iftikhar, M.D., Physician III
Jane Corrarino, DNP, Public Health Nurse IV
Diane E. Weyer, Principal Financial Analyst
Gary Amato, Accountant



COORDINATION OF GRANT APPLICATION OR CONTRACT		DATE:
County of Suffolk		9/26/2011
Submitting Department / Agency: Department of Health Services	Location: 225 Rabro Drive East, Hauppauge, NY 11788	
Contact Person in Department / Agency Mary Beth Petraco	Telephone Number 853-8496	Grant Application Due Date

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

I. Background Information

1. Grant Title Immunization Action Plan (IAP)
2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)
3. Grant / Contract Status (Check One Box) <input type="checkbox"/> A. New Program Application <input type="checkbox"/> B. Renewal Application <input type="checkbox"/> C. Supplemental (Specify) <input type="checkbox"/> D. Extension of Funding Period <input checked="" type="checkbox"/> 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.) The purpose of this funding is to insure that at least 90% of all children in Suffolk County are completely immunized by their second birthday.
5. County Departments / Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) NONE

II. BUDGET INFORMATION

1. Term of Contract	From:	4/1/2011	To:	3/31/2012		
2. Financial Assistance Requested						
Source	First Funding Cycle		Second Funding Cycle		Third Funding Cycle	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$ 300,000	100.0%				
State						
Private						
County						
Total	\$ 300,000	100.0%				

3. Explanation of Requested County Financial Assistance

<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE	\$ -		\$ -
A. Cash Contribution			
B. In-Kind Contribution			\$ -

4. Total Number of New Positions Requested NONE	5. Can This program be Refunded by the Proposed Non-County Sources? Yes X 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.)

NONE

7. What do you anticipate happening when the Federal, State and/or Private Financial Assistance is discontinued (That is, program termination, reduced services, financial implications, layoffs, etc.)?

This program will be terminated.

8. Attach as list of potential subcontractors, if any, outlining the purpose of each subcontract (that is, 456 and 490 account items; use an additional 8 1/2" by 11" sheet).

Maxim Staffing for temporary help.

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:		2. Signature of Coordinator	3. Date
	Approved		
	Disapproved		

4. Comments

5. Budget Office Review		6. Signature of Budget Director	7. Date
	Approved		
	Disapproved		

8. Comments

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2010

\$300,000

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:				
1100 Permanent Salaries	<u>\$172,187</u>			
1120 Overtime Salaries	170,187			
1130 Temporary Salaries	2,000			
	0			
EQUIPMENT:				
2010 Furniture	<u>\$2,500</u>			
2020 Office Machines	2,500			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2440 Instructional Equipment				
2500 Other Equip: Unclassified				
SUPPLIES, MATERIALS, OTHER				
3010 Office Supplies	<u>\$4,289</u>			
3020 Postage	4,289			
3040 Printing				
3070 Memberships & Subscrip.				
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.				
3500 Other Unclassified				
3510 Rent: Business Machines				
3680 Repairs, Special Equip				
UTILITIES:				
4010 Telephone & Telegraph				
TRAVEL:				
4330 Travel Employee Contracts	<u>\$3,500</u>			
4340 Travel Other Contracts	1,500			
	2,000			

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
FEES FOR SERVICES: 4560: Fees for Services, Non-Employees	<u>\$40,040</u> 40,040			
CONTRACTED SERVICES (List)				
EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker's Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	<u>\$77,484</u>			
OTHER: (List Source & Brief Explanation)				

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: Liza Wright, Budget, Purchasing and Grants Unit
From: Gary Amato, Budget, Purchasing and Grants Unit *GA*
Date: September 26, 2011
Subject: Request for Resolution

Immunization Action plan
Budget Period: 4/1/11 – 3/31/12
Approp: 001-4116
Revenue Code: 4401

Please write a resolution to accept and appropriate 100% federal grant funds passed through the NYS Department of Health for the above mentioned program. The total grant award for this period is \$ 300,000, however the 2011 department budget is short \$ 21,925.

Grand Total	<u>\$ 21,925</u>
CONTRACTUAL EXPENSES	<u>\$ 21,925</u>
4560	\$ 21,925



DIVISION OF PATIENT CARE SERVICES
225 Rabro Drive East, Hauppauge, NY 11788 (631) 853-3013 Fax (631) 853-3031



STATE OF NEW YORK DEPARTMENT OF HEALTH

Margaret

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237
www.health.ny.gov

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

March 10, 2011

James L. Tomarken, MD, MSW, MPH, MBA, FRCPC, FACP
Health Commissioner
Suffolk County Department of Health Services
225 Rabro Drive East
Hauppauge, New York 11788-4290

Contractor Name: Suffolk
Contract Number: C-023273
Contract Amount: \$300,000

2011 MAR 14 PM 2:23
DEPT OF HEALTH SERVICES
OFFICE OF THE COMMISSIONER

Dear Commissioner Tomarken:

The New York State Department of Health, Bureau of Immunization is pleased to inform you that support for local immunization activities through our contracts with local health departments will continue at the 2010-2011 level. Your county's contract will be funded at the above amount for the period April 1, 2011 through March 31, 2012. Contract execution is contingent upon final approval by the Office of the State Comptroller. The workplan format, the recommended budget form, and forms for required reports will be provided to your county's Immunization Action Plan coordinator.

We look forward to continuing our work together to reduce vaccine preventable disease among children and adults. If you have any questions regarding this contract or other immunization issues, please contact your Regional Representative, or you may contact Jodi Schoen at (518) 473-4437.

Sincerely,

David R. Lynch
Assistant Director
Bureau of Immunization

cc: County IAP Coordinator
County Fiscal Contact
Regional Representative

Appendix B - 2

Immunization Contract: IAP Budget		
Contract #: C-023273		
County: Suffolk County Dept. of Health Services		April 1, 2011 - March 31, 2012
Position Title/Incumbent	Annual Salary for This Position based on 100% time* (see note below)	Amount Requested from NYS Immunization Program
Public Health Nurse IV - Petraco, Mary Beth	\$ 104,478	\$ 31,343
Sr. Clerk Typist - Marturano, Janet	\$ 47,528	\$ 47,528
Public Health Nurse Coordinator - Barlow, Lauren	\$ 92,942	\$ 27,883
Registered Nurse - Calabrese, Janet	\$ 65,589	\$ 39,354
Registered Nurse - Fullford, Amy (Q Nurse)	\$ 24,079	\$ 24,079
Overtime	\$ 2,000	\$ 2,000
Total Salaries	[REDACTED]	\$ 172,187
Fringe Benefits		\$ 77,484
Total PS		\$ 249,671
OTPS		
		TOTAL
<u>Supplies</u>		
Office Supplies		\$ 3,849
Adobe Acrobat Professional		\$ 440
<u>Travel</u>		
Local Travel		\$ 1,500
Immunization Conferences		\$ 2,000
<u>Equipment</u>		
Dell Laptop Computer		\$ 1,200
Portable Printers (2 @ \$425 ea.)		\$ 850
Laminator		\$ 450
<u>Contractual</u>		
Maxim Temporary Staffing Registered Nurse		\$ 40,040
<u>Other (list categories and amounts ex.: Telephone, postage, etc.)</u>		
Total OTPS		\$ 50,329
GRAND TOTAL		\$ 300,000

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: 93.268

**2011-12 IMMUNIZATION ACTION PLAN CONTRACT
BUDGET JUSTIFICATION FORM**

County Name: Suffolk
April 1, 2011 - March 31, 2012

Contract #: C-023273

Category	Budget Amount	Item & Justification
Personal Services		
Public Health Nurse IV - Petraco, Mary Beth	\$31,343	30% FTE - As the Grant Manager, she provides overall administration of the program and prepares reports and offers educational programs in SUNY Stony Brook University to health care providers and parents. She also advises providers and school nurses on laws regarding immunizations.
Sr. Clerk Typist - Marturano, Janet	\$47,528	100% FTE - Ms. Marturano assists with PBI's and works with adult immunization issues. She educates adult providers about immunization issues. She plans and implements the annual Nassau/Suffolk Adult Immunology Conference and develops networking opportunities for adult private providers and prepares reports as needed.
Public Health Nurse Coordinator - Barlow, Lauren	\$27,883	30% FTE - Ms. Barlow is responsible for the implementation of the Hep B Program, and works with hospitals to appropriately follow infants born to Hep B mothers. She provides educational programs for mothers at private providers and prepares reports as needed.
Registered Nurse - Calabrese, Janet	\$39,354	60% FTE - Ms. Calabrese acts as the Immunization Coordinator and the PBI Project Administrator; she visits physician's offices to obtain PBI and performs PBI's. Assists NYS Health Dept. in implementation and advisement to health care professionals, school nurses and day care providers on the NYS Immunization Laws. Prepares and submits reports and completes post assessment visits.
Registered Nurse - Fulford, Amy (Q Nurse)	\$24,079	100% FTE - Ms. Fulford assists with visits to private providers, assists with PBI's and post assessments as needed. She also assists with and provides educational programs in schools. Presently, she is a part time employee working 100% on the program.
Overtime	\$2,000	To be used to enter information into the State Immunization Registry
Fringe Benefits	\$77,484	This amount reflects actual fringe benefit costs for the program staff. The fringe categories include FICA, health insurance, retirement and the union's benefit fund (dental program, eyeglass reimbursement, etc.)
Other Than Personal Services		
Office Supplies	\$3,849	Office supplies for the program include copy paper for PBI reports, printer cartridges, toner, and files/folders
Adobe Acrobat Professional	\$440	
Local Travel	\$1,500	Local Travel costs for nurses to conduct PBI research at a cost of \$1,500.
Immunization Conferences	\$2,000	
Equipment	\$2,500	Dell Laptop Computer = \$1,200; HP Portable Printers = 2 @ \$425 ea. = \$850; Laminator = \$450
Maxim Temporary Staffing Registered Nurse	\$40,040	To assist with visits to private providers, assists with PBI's and post assessments as needed. Also assists with and provides educational programs in schools. Contract with temporary agency provides Registered Nurses at a cost of \$52 per hour.
Total Budget	\$300,000	

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

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

Submitting Department
(Dept. Name & Location):
Department of Health Services
225 Rabro Drive, East
Hauppauge, NY 11788

Department Contact Person
(Name & Phone No.):
Gary Amato
853-3040

Suggestion Involves:

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

Summary of Problem: (Explanation of why this legislation is needed.)
This legislation is needed to accept and appropriate 100% Federal grant funds passed through the New York State Department of Health for the Immunization Action Plan. The purpose of this grant funding is to ensure that at least 90% of all children in Suffolk County are completely immunized by their second birthday.

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

PLEASE FILL IN REVERSE SIDE OF FORM

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

1942

Intro. Res. No. - 2011

Laid on the Table

11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING THE 2011 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH FOR THE PROVISION OF RESPITE SERVICES FOR CHILDREN

WHEREAS, the New York State Office of Mental Health has authorized \$58,761 in additional 100% State aid for the provision of Respite Services for children in Suffolk County; and

WHEREAS, Family Service League, Inc., Pederson Krag Center, Inc. and Federation Employment and Guidance Services, Inc. (F.E.G.S.) are currently operating Respite and Family Support programs for Suffolk County residents; and

WHEREAS, the additional funding will be distributed equally between these three Providers and the funding will deliver respite services through the addition of a Youth Peer Mentor for each program; and

WHEREAS, this additional 100% State aid is not currently included in the 2011 Suffolk County Operating Budget; now, therefore be it

1st RESOLVED, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate \$58,761 in additional State aid as follows:

REVENUES: \$58,761
001-3493 Community Support Services

ORGANIZATIONS

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4330-4980

<u>XORG</u>	<u>OBJECT NAME</u>	2011 Adopted Budget	Increase/ Decrease	2011 Modified Budget
AHH1	Family Service League Parent to Parent	\$91,162	+\$9,794	\$100,956
CAD1	Family Service League Therapeutic Rec.	\$78,679	+\$9,793	\$88,472
GGG1	Pederson-Krag Family Support&Respite	\$242,947	+\$19,587	\$262,534
GZB1	F.E.G.S. Family Support	\$117,821	+\$19,587	\$137,408

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a contract with Family Service League, Inc., Pederson Krag Center, Inc., and Federation Employment and Guidance Services, Inc.; and be it further

3rd RESOLVED, that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; 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 a Type II action.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

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

1942

1. Type of Legislation		
Resolution <u> X </u>	Local Law _____	Charter Law _____
Title of Proposed Legislation Amending the 2011 Adopted Operating Budget to accept and appropriate 100% additional State aid from the New York State Office of Mental Health for the provision of Respite Services for children.		
3. Purpose of Proposed Legislation This legislation is needed to accept and appropriate 100% additional State aid from the New York State Office of Mental Health for the provision of Respite Services for children in Suffolk County. Family Service League, Inc., Pederson Krag Center, Inc. and Federation Employment and Guidance Services, Inc. (F.E.G.S.) are currently operating Respite and Family Support programs; and these additional funds will be distributed equally among these providers.		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Not applicable		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. None		
8. Proposed Source of Funding 100% State aid from the New York State Office of Mental Health		
9. Timing of Impact 2011		
10. Typed Name & Title of Preparer <i>Diane E. Weyer</i> Principal Financial Analyst	11. Signature of Preparer 	Date <i>10/20/11</i>
BETH A. REYNOLDS PRINCIPAL EXECUTIVE ANALYST		<i>10/28/11</i>

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1942

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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1942

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

DEPARTMENT OF HEALTH SERVICES

October 20, 2011

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

Dear Mr. Crannell:

I request the introduction of the enclosed Resolution to amend the 2011 Adopted Operating Budget to accept and appropriate 100% additional State aid from the New York State Office of Mental Health for the provision of Respite Services for children. Family Service League, Inc., Pederson Krag Center, Inc. and Federation Employment and Guidance Services, Inc. (F.E.G.S.) are currently operating Respite and Family Support programs; and this resolution will distribute these additional funds equally among these providers.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Anthony Rotundo at 3-8517. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH Respite Svcs.doc."

Sincerely,

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

Enclosures

JLT/lw

- C: Brendan Chamberlain, Director of Intergovernmental Relations (2 copies)
Margaret B. Bermel, M.B.A, Director of Health Administrative Services
Janet DeMarzo, Deputy Commissioner
Art Flescher, Director of Community Mental Hygiene Services
Anthony Rotundo, Coordinator of Community Based Drug Programs
Frank McCluskey, Principal Financial Analyst
Diane E. Weyer, Principal Financial Analyst
Sheila Reagan, Senior Program Examiner



OFFICE OF THE COMMISSIONER
225 Rabro Drive East, Hauppauge, NY 11788 (631) 853-3000 Fax (631) 853-2927

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: James L. Tomarken, MD, MSW, MPH, MBA, FRCPC, FACP
Commissioner, Department of Health Services

From: Art Flescher, L.C.S.W., C.A.S.A.C. 
Director, Division of Community Mental Hygiene Services

Date: October 18, 2011

Subject: REQUEST FOR LEGISLATIVE RESOLUTION

The Division of Community Mental Hygiene requests a Legislative Resolution to accept and appropriate \$58,761 which is not currently in the 2011 Suffolk County Adopted Budget. The New York State Office of Mental Health (OMH) has allocated additional 100% State Aid funding for the provision of Respite Services for children. The funding is continuous and ongoing and is included in Suffolk County's base funding for Children and Families Community Support Programs (fund code 046L), subject to the OMH's annual legislative appropriation.

Suffolk County currently contracts with Pederson Krag Center, Inc., Federation Employment Guidance Services, Inc. (F.E.G.S.) and Family Service League to provide Family Support and Respite Services to children and families in Suffolk. These three agencies will be adding an additional Respite component to the services they are currently providing. The \$58,761 will be divided equally among the three providers.

Attached please find drafts of the intro resolution, fiscal impact statement and routing form as well as a copy of the most recent state aid letter and correspondence from the Office of Mental Health confirming the allocations to the three providers. Thank you.

AF/ADT

Cc: J. DeMarzo, J. Best, A. Rotundo, D. Weyer, L. Wright, S. Reagan, A. Torres

Attachments



Public Health
Prevent. Promote. Protect.

DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Building C928, 725 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788
(631) 853-8500 FAX: (631) 853-3117



October 11, 2011

RECEIVED

OCT 13 2011

COMMUNITY MENTAL
HYGIENE DIVISION

Art Flescher, Director
Suffolk County Department of Health Services
Division of Community Mental Hygiene Services
North County Complex - 725 Veterans Memorial Highway
Building C-928
Hauppauge, New York 11788

Re: Addition of 100% State Aid for Family Support Programs

Dear Mr. Flescher:

The New York State Office of Mental Health (OMH) allocated \$58,761 in additional Children and Families Community Support Programs funding (OMH funding code 046L) for the purpose of expanding community mental health respite services programs (OMH program code 0650) in Suffolk County in 2011. The OMH approves your request to allocate these funds among the following providers:

Family Service League, Inc.	\$+19,587
Federation Employment and Guidance Services, Inc.	+19,587
Pederson-Krag Center, Inc.	<u>+19,587</u>
Total:	\$+58,761

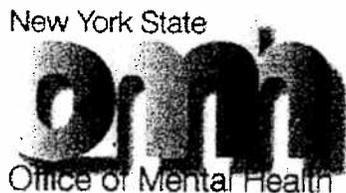
These funds are included in your County's base funding for Children and Families Community Support Programs. The funding is continuous and ongoing and subject to the OMH's annual legislative appropriation.

Sincerely,

Michael Hoffman, Acting Director
Long Island Field Office

cc: Angelica Torres ✓
Maryann Braithwaite
Michael Katz





Michael F. Hogan, Ph.D. Commissioner

44 Holland Avenue
Albany, New York 12229

September 30, 2011

Art Flescher
Director
Suffolk Co Mental Hygiene Div
PO Box 6100 725 Veterans Mem Highway
North County Complex Bldg C-928
Hauppauge, NY 11788

Dear Director Flescher:

The NYS Office of Mental Health (OMH) is authorizing your State aid funding levels for the period January 1, 2011 to December 31, 2011 as listed on Attachment A of this letter (Funding Source Allocation Table). As in the past, the listing of programs which are being funded by Disproportionate Share (DSH) Revenue is included.

The allocations authorized in this letter include full annual funding for initiatives previously authorized.

The new County Allocation Tracker (CAT) was available January 1, 2011. Please ensure that it is updated to agree with the State Aid Letter Allocations. The providers are still expected to submit final Consolidated Budget Reports (CBRs) in a timely manner by November 1, 2011. The Consolidated Claim Report and Consolidated Financial Report for local fiscal year 2011 are due May 1, 2012. The Final 2011 CAT is due December 31, 2011. Guidelines for completion of the CBR/CCR/CFR can be accessed through the OMH website. If any of your providers need assistance in completing these forms, they should contact the OMH Help Desk at 1-800-HELPNYS.

The Aid to Localities Spending Plan Guidelines which explain the reporting and use requirements of your authorized funding can be also be accessed through the OMH website. In addition, please remember if you receive Federal Funds to submit your two Federal Certifications which are also available on the OMH website. Please share this website with all of your subcontract providers so that they may become familiar with the guidelines that apply to them, and refer to the guidelines as necessary. As a reminder, failure to submit the CAT, CCR or CFR schedules in a timely manner may result in the delay of subsequent State aid payments and/or Medicaid payments.

Inherent in OMH's budget and claiming policy is an expectation that your Department will monitor expenditures against budgeted costs throughout the year. Please notify your OMH field office of any significant fiscal or programmatic problems as soon as they become known. If you have questions regarding any local mental health fiscal issues, including questions regarding the information or instructions that are included in this letter, please call Michael Katz at (518) 474-8547.

Sincerely,

Emil J. Slane, Director
Community Budget & Financial Management

Att.

Additional back-up material regarding IR 1942 is on file in the

Legislative Clerk's Office, Hauppauge.

1943

Intro. Res. No. - 2011

Laid on the Table

11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, AMENDING THE 2011 ADOPTED OPERATING BUDGET TO TRANSFER FUNDS FROM ALTERNATIVES COUNSELING CENTER, INC. ALTERNATIVES FOR YOUTH PROGRAM TO THE PROJECT OUTREACH ALTERNATIVES FOR YOUTH PROGRAM

WHEREAS, the Suffolk County Department of Health Services, Division of Community Mental Hygiene Services contracts with community based providers for the provision of clinical services for the Alternatives for Youth Program (AFY) of Suffolk County; and

WHEREAS, Project Outreach provides AFY services at its Bellport and Brentwood sites and will have a shortfall in funding for 2011; and

WHEREAS, Alternatives Counseling Center, Inc. anticipates a claim of \$1,000 for AFY services in 2011 and agrees to relinquish the balance of their funding \$15,375 to Project Outreach for the provision of AFY services in Suffolk County; and

WHEREAS, the 2011 Suffolk County Operating Budget includes funding in the amount of \$15,375 for Alternatives Counseling Center, Inc. AFY program that must be transferred to Project Outreach's AFY program; now, therefore be it

1st RESOLVED, that the County Comptroller and the County Treasurer be and hereby are authorized to transfer funds as follows:

ORGANIZATIONS

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4317-4980

From:

XORG	OBJECT NAME	2011 Adopted Budget	Increase/ Decrease	2011 Modified Budget
JAD1	Alternatives Counseling Center, Inc.	\$16,375	-\$15,375	\$1,000

To:

JAC1	Project Outreach	\$16,375	+\$15,375	\$31,750
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and be it further

2nd RESOLVED, that the contract with Project Outreach be amended to reflect these additional funds; and be it further

3rd RESOLVED, that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; 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 a Type II action.

DATED:

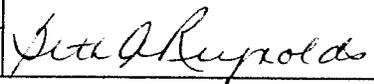
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

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

1943

1. Type of Legislation		
Resolution	<u> X </u>	Local Law
		Charter Law
Title of Proposed Legislation Amending the 2010 Adopted Operating Budget to transfer funds from Alternatives Counseling Center, Inc. Alternatives for Youth Program to the Project Outreach Alternatives for Youth Program.		
3. Purpose of Proposed Legislation This legislation is needed to transfer funds from Alternatives Counseling Center Inc. to Project Outreach for their Alternatives for Youth Program (AFY). Project Outreach provides AFY services at its Bellport and Brentwood sites and will have a shortfall in funding for 2011. Alternatives Counseling Center, Inc. anticipates a claim of \$1,000 for AFY services in 2011 and agrees to relinquish the balance of their funding \$15,375 to Project Outreach for the provision of AFY services in Suffolk County.		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <u> </u> NO <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Not applicable		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. None		
8. Proposed Source of Funding 2011 Adopted Operating Budget		
9. Timing of Impact 2011		
10. Typed Name & Title of Preparer <i>Diane E. Weyer</i> Principal Financial Analyst	11. Signature of Preparer 	Date <i>10/20/11</i>
BETH A. REYNOLDS PRINCIPAL EXECUTIVE ANALYST		<i>10/20/11</i>

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1943

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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1943

DEPARTMENT OF HEALTH SERVICES

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

October 20, 2011

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

Dear Mr. Crannell:

I request the introduction of the enclosed Resolution to transfer funds from Alternatives Counseling Center, Inc. Alternatives for Youth Program to the Project Outreach Alternatives for Youth Program (AFY). Project Outreach provides AFY services at its Bellport and Brentwood sites and will have a shortfall in funding for 2011. Alternatives Counseling Center, Inc. anticipates a claim of \$1,000 for AFY services in 2011 and agrees to relinquish the balance of their funding \$15,375 to Project Outreach for the provision of AFY services in Suffolk County.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Anthony Rotundo at 3-8517. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH AFY Project Outreach.doc."

Sincerely,

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

Enclosures

JLT/lw

C: Brendan Chamberlain, Director of Intergovernmental Relations (2 copies)
Margaret B. Bermel, M.B.A, Director of Health Administrative Services
Janet DeMarzo, Deputy Commissioner
Art Flescher, Director of Community Mental Hygiene Services
Anthony Rotundo, Coordinator of Community Based Drug Programs
Frank McCluskey, Principal Financial Analyst
Diane E. Weyer, Principal Financial Analyst
Sheila Reagan, Senior Program Examiner



OFFICE OF THE COMMISSIONER
225 Rabro Drive East, Hauppauge, NY 11788 (631) 853-3000 Fax (631) 853-2927

COUNTY OF SUFFOLK



1943

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: James L. Tomarken, MD, MSW, MPH, MBA, FRCPC, FACP
Commissioner, Department of Health Services

From: Art Flescher, L.C.S.W., C.A.S.A.C. 
Acting Director, Division of Community Mental Hygiene Services

Date: October 18, 2011

Subject: REQUEST FOR LEGISLATIVE RESOLUTION

The Division of Community Mental Hygiene requests a legislative resolution to transfer \$15,375 in funding included in the 2011 Adopted Budget from Alternatives Counseling Center, Inc. Alternatives for Youth (AFY) Program to Project Outreach Alternatives for Youth (AFY) Program. Project Outreach has been providing AFY clinic services to Suffolk County youths and their families at their Bellport and Brentwood sites and the program will have a shortfall in funding for 2011. Alternatives Counseling Center, Inc. has \$16,375 included in the 2011 Adopted Budget and anticipates a claim of \$1,000 for AFY services in 2011. Alternatives Counseling Center, Inc. has agreed to relinquish the balance of \$15,375 of its 2011 AFY funding for the provision of AFY services to Suffolk County youth and their families.

We have attached the fiscal impact statement, as well as the draft copy of the resolution to amend the 2011 Adopted Operating Budget to transfer \$15,375 in funding from Alternatives Counseling Center, Inc. to Project Outreach for the provision of AFY services. In addition, we are providing an email, dated October 17, 2011 from the Executive Director, Christine J. Epifania, MA of Alternatives Counseling Center, Inc. confirming the reallocation of the Agency's AFY funding.

Thank you for your consideration.

AF:pm
Attachments

C: D.Weyer, L.Wright, S.Reagan, A. Rotundo, G. Terry, P. Manos



Public Health
Prevent. Promote. Protect.

DIVISION OF COMMUNITY MENTAL HYGIENE
North County Complex, Bldg. C928, 725 Veterans Memorial Highway, PO Box 6100 Hauppauge, NY 11788
(631) 853-8500 Fax (631) 853-3117

1944

Intro. Res. No. - 2011

Laid on the Table

11/22/11

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

RESOLUTION NO. - 2011, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS PASSED THROUGH THE NEW YORK STATE DEPARTMENT OF HEALTH TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES FOR THE FALLS PREVENTION FOR OLDER ADULTS INITIATIVE

WHEREAS, the New York State Department of Health has awarded 100% Federal grant funds to the Department of Health Services for the Falls Prevention for Older Adults Initiative in the amount of \$16,000 for the period 08/01/11-07/31/12; and

WHEREAS, the purpose of this funding is to aid the community's efforts to keep seniors safe, healthy and living independently as long as possible through the prevention of fall related injuries; and

WHEREAS, these funds were not included in the 2011 Adopted Operating Budget and are 100% federally funded; now, therefore be it

1st RESOLVED, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate \$16,000 in grant funds as follows:

REVENUES

001-4401 Public Health \$16,000

APPROPRIATIONS

Department of Health Services (HSV)
Division of Preventive Medicine
Falls Prevention for Older Adults Initiative
001-HSV-4505

Salaries \$5,115
1100 Permanent Salaries \$5,115

Equipment \$2,260
2500 Other Equipment \$2,260

Supplies, Materials and Other \$4,025
3010 Office Supplies \$1,135
3100 Instructional Supplies \$1,740
3500 Other Unclassified \$1,150

Travel \$4,600
4330 Travel: Employee Contracts \$3,600
4340 Travel: Other \$1,000

and be it further

2nd **RESOLVED**, that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; 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:

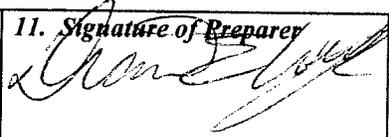
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1944

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

1. Type of Legislation		
Resolution <u> X </u> Local Law Charter Law		
Title of Proposed Legislation Accepting and appropriating 100% federal grant funds passed through the New York State Department of Health to Suffolk County Department of Health for the Falls Prevention for Older Adults Initiative.		
3. Purpose of Proposed Legislation This legislation is needed to accept and appropriate 100% federal grant funds passed through the New York State Department of Health for the Falls Prevention for Older Adults Initiative. The purpose of this funding is to aid the community's efforts to keep seniors safe, healthy and living independently as long as possible through the prevention of fall related injuries.		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <u> </u> NO <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Not applicable		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. None		
8. Proposed Source of Funding 100% federal grant funds passed through the New York State Department of Health		
9. Timing of Impact 2011-2012		
10. Typed Name & Title of Preparer Diane E. Weyer Principal Financial Analyst	11. Signature of Preparer 	Date 10/20/11
BETH A. REYNOLDS PRINCIPAL EXECUTIVE ANALYST		10/20/11

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1944

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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1944

DEPARTMENT OF HEALTH SERVICES

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

October 20, 2011

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

Dear Mr. Crannell:

I request the introduction of the enclosed Resolution to accept and appropriate 100% federal grant funds passed through the New York State Department of Health to Suffolk County Department of Health for the Falls Prevention for Older Adults Initiative. The purpose of this funding is to aid the community's efforts to keep seniors safe, healthy and living independently as long as possible through the prevention of fall related injuries.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 3-3040. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PM Falls Prevention.doc."

Sincerely,

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

Enclosures

JLT/lw

C: Brendan Chamberlain, Director of Intergovernmental Relations (2 copies)
Margaret B. Bermel, M.B.A, Director of Health Administrative Services
Janet DeMarzo, Deputy Commissioner
Jane Corrarino, DNP, Public Health Nurse IV
Diane E. Weyer, Principal Financial Analyst
Owen Durney, Program Examiner
Gary Amato, Accountant



OFFICE OF THE COMMISSIONER
225 Rabro Drive East, Hauppauge, NY 11788 (631) 853-3000 Fax (631) 853-2927

Additional back-up material regarding IR 1944 is on file in the

Legislative Clerk's Office, Hauppauge.

Intro. Reso. No. 1945-11

Laid on Table 11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$21,500 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT TO FUND A MOTORCYCLE SAFETY ENFORCEMENT AND EDUCATION PROGRAM WITH 81.53% SUPPORT

WHEREAS, the State of New York Governor's Traffic Safety Committee has awarded \$21,500 in Federal Highway Safety pass-through monies to fund a program allowing the Suffolk County Police Department to continue to conduct enforcement and education activities to effectively reduce the number of motorcycle fatalities in Suffolk County; and

WHEREAS, the operational period for this program will be from October 1, 2011, through September 30, 2012; and

WHEREAS, said grant funds totaling \$21,500 have not been included in the 2011 Suffolk County Operating Budget; now, therefore, be it

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

<u>REVENUES:</u>	<u>AMOUNT</u>
115-4383-Federal Aid: Motorcycle Safety Enforcement & Education 2012	\$21,500

ORGANIZATIONS:

Police Department (POL)
Motorcycle Safety Enforcement & Education 2012
115-POL-3672

<u>1000-Personal Services</u>	<u>\$21,500</u>
1120-Overtime Salaries	21,500

and be it further

2nd RESOLVED, that the employee benefits of \$4,870 associated with the overtime salaries for this grant are included in the 2011 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the State of New York Governor's Traffic Safety Committee.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1945

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$21,500 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT TO FUND A MOTORCYCLE SAFETY ENFORCEMENT AND EDUCATION PROGRAM WITH 81.53% SUPPORT.		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The resolution provides \$21,500, matching funds of \$4,870 are included in the 2011 Operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between October 1, 2011 and September 30, 2012.		
8. Proposed Source of Funding		
New York Governor's Traffic Safety Committee		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		10-28-11

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1945

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.

COUNTY OF SUFFOLK



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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 *EW*
Chief of Support Services
Suffolk County Police Department

DATE: October 5, 2011

SUBJECT: Resolution Packets & SCIN Forms for
Motorcycle Safety Enforcement and Education 2012
Project Number: HS1-2012-Suffolk Co PD-00083-(052)

Attached please find two copies of the following for the Motorcycle Safety Enforcement 2012 Grant Program:

1. Grant Resolution.
2. Grant SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. A copy of the award documents

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.

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 as always for your assistance with this project.

EW/sck
Att.

cc: Evelyn Creen, Senior Federal & State Aid Claims Examiner
Christopher Kent, Chief Deputy County Executive



ACCREDITED LAW ENFORCEMENT AGENCY

www.joinscpd.com

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000





ANDREW M. CUOMO
Governor

1945
STATE OF NEW YORK
GOVERNOR'S TRAFFIC SAFETY COMMITTEE
DEPARTMENT OF MOTOR VEHICLES



BARBARA J. FIALA
Chair

September 26, 2011

Ms. Sarah Furey
Sr. Grants Analyst
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, New York 11980

Re: HS1-2012-Suffolk Co PD -00083-(052)
Motorcycle Safety Enforcement and Education 2012
EFFECTIVE DATE: October 1, 2011

Dear Ms. Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Suffolk County has been awarded \$21,500 to participate in the New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State's Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Barbara J. Fiala
Chair and
Commissioner of Motor Vehicles

BJF:et
Enclosure
cc: Peter Reilly
Angela Kohl

Additional back-up material regarding IR 1945 is on file in the

Legislative Clerk's Office, Hauppauge.

RESOLUTION NO. -2011, ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$17,202 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE TACTICAL DIVERSION TASK FORCE FY12 WITH 81.53% SUPPORT.

WHEREAS, the United States Department of Justice, Drug Enforcement Administration (DEA), has made \$17,202 in Federal funding available to Suffolk County for participation of the Suffolk County Police Department in the Tactical Diversion Task Force FY2012; and

WHEREAS, said project is part of a multi-agency task force designed to assist the DEA in investigations and enforcement of Federal, State, and Local Laws surrounding controlled substance pharmaceuticals; and

WHEREAS, the operational period of the Program is from October 1, 2011 through September 30, 2012; and

WHEREAS, said reimbursement funds have not been included in the 2011 Suffolk County Operating Budget; now, therefore be it

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

REVENUE:		<u>Amount</u>
001-4340-Federal Aid: Tactical Diversion Task Force FY12		\$17,202
ORGANIZATIONS:		
	Police Department (POL) Tactical Diversion Task Force FY12 001-POL-3671	
<u>1000-Personal Services</u>		<u>\$17,202</u>
1120-Overtime Salaries		17,202

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately \$3,896 associated with the overtime salaries for this program are included in the 2011 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, Drug Enforcement Administration.

DATED:

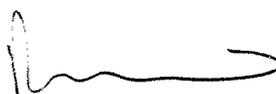
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1946

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$17,202 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE TACTICAL DIVERSION TASK FORCE FY12 WITH 81.53% SUPPORT.		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
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 resolution provides \$17,202, matching funds of \$3,896 are included in the 2011 Operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between October 1, 2011 and September 30, 2012.		
8. Proposed Source of Funding		
United States Department of Justice		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		10-28-11

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1946

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.

COUNTY OF SUFFOLK



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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 *EW*
Chief of Support Services
Suffolk County Police Department

DATE: October 5, 2011

SUBJECT: Resolution Packets & SCIN Forms for
The Tactical Diversion Task Force FY12 Reimbursement Program

Attached please find two copies of the following for the United States Department of Justice, Drug Enforcement Administration sponsored **Tactical Diversion Task Force FY12** program:

1. Draft Resolution.
2. SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Copy of the Agreement between the United States Department of Justice, Drug Enforcement Administration and the Suffolk County Police Department.

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.

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 as always for your assistance with this project.

EW/sck

Att.

cc: Evelyn Creen, Senior Federal & State Aid Claims Examiner
Christopher Kent, Chief Deputy County Executive



ACCREDITED LAW ENFORCEMENT AGENCY

www.joinscpd.com

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000



COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 10/5/2011
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980 194b	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

I. BACKGROUND INFORMATION	
1. Grant Title: Tactical Diversion Task Force FY12	
2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) P.L. 112-33, Continuing Appropriations Act, 2012, U. S. Department of Justice, Administered by the Drug Enforcement Administration	
3. Grant/Contract Status (Check One Box) A. <input type="checkbox"/> New Program Application B. <input checked="" type="checkbox"/> Renewal Application C. <input type="checkbox"/> Supplemental (Specify) _____ D. <input type="checkbox"/> Extension of Funding Period E. <input type="checkbox"/> 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.) This funding will provide reimbursement for the Suffolk County Police Department's participation in the DEA sponsored Tactical Diversion Task Force FY12, targeting illegal activities surrounding controlled substance pharmaceuticals.	
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: 10/1/2011		To: 09/30/2012		
2. Financial Assistance Requested						
SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$16,903	83.37%	\$17,202	83.37%	\$17,202	81.53%
State	\$		\$		\$	
Private	\$		\$		\$	
County	\$3,372	16.63%	\$3,432	16.63%	\$3,896	18.47%
Total	\$20,275	100%	\$20,634	100%	\$21,098	100%

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3. Explanation of Requested County Financial Assistance			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$3,896	\$	\$3,896
A. Cash Contribution	\$3,896	\$	\$3,896
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 Police 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).			
N/A			
III. COUNTY EXECUTIVE'S OFFICE REVIEW			
1. Intergovernmental Relations Division Review:	Approved _____	2. Signature of Coordinator	3. Date
	Disapproved _____		
4. Comments			
5. Budget Office Review:	Approved _____	6. Signature of Budget Director	7. Date
	Disapproved _____		
8. Comments			

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 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	17,202.00 17,202.00				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise					
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment					
4000 UTILITIES: 4010 Telephone & Telegraph					
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				1946	

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2011

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				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		3,896.00 3,647.00 249.00		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				1946

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

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DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES			Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %	
				GRANTOR	IN-KIND
Detective	4	98.31/HR OT	Various	100%	

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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 Federal funding in the amount of \$17,202 from the United States Department of Justice, Drug Enforcement Administration, for the Suffolk County Police Department's participation in the Tactical Diversion Task Force FY12 with 81.53% support.

3. Purpose of Proposed Legislation

To accept \$17,202 from the United States Department of Justice, Drug Enforcement Administration, for the Suffolk County Police Department's participation in the Tactical Diversion Task Force FY12, targeting illegal activities surrounding controlled substance pharmaceuticals.

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 County will incur Non-reimbursable fringe benefit costs of approximately \$3,896 through September 30, 2012. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding
The United States Department of Justice, Drug Enforcement Administration

9. Timing of Impact
Immediate

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date

Susan C. Krause
Grants Technician



10/5/2011

1946

**DRUG ENFORCEMENT ADMINISTRATION - NEW YORK FIELD
DIVISION AND SUFFOLK COUNTY POLICE DEPARTMENT**

TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2011, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Suffolk County Police Department (hereinafter "Suffolk County P.D.").

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of New York, the parties hereto agree to the following:

1. The New York Field Division Tactical Diversion Task Force ("the Task Force") will perform the activities and duties described below:
 - a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the New York area;
 - b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of New York.
2. To accomplish the objectives of the Task Force, the Suffolk County P.D. agrees to detail one (1) experienced officer to the Task Force for a period of not less than two years. During this period of assignment, the Suffolk County P.D. officer will be under the direct supervision and control of a DEA Supervisory Special Agent assigned to the Task Force.
3. The Suffolk County P.D. officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The Suffolk County P.D. officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. § 878.
5. To accomplish the objectives of the Task Force, DEA will assign at least two (2) Special Agents to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and Suffolk County P.D. officer assigned to the Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative

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equipment, training, and other support items, as available DCFA funds permit. Task Force officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the Task Force, the Suffolk County P.D. will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to the availability of funds, reimburse the Suffolk County P.D. for overtime payments made by it to Suffolk County P.D. officers assigned to the Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (approximately \$17,202.25), per officer.

7. In no event will the Suffolk County P.D. charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Suffolk County P.D. shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Suffolk County P.D. shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Suffolk County P.D. shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The Suffolk County P.D. shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The Suffolk County P.D. agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The Suffolk County P.D. acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Suffolk County P.D. by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Suffolk County P.D. shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

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13. The term of this agreement shall be from the date specified in the opening paragraph until September 30, 2012. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the Suffolk County P.D. during the term of this agreement.

For the Drug Enforcement Administration:



John P. Gilbride
Special Agent in Charge
New York Field Division

Date: 9/9/11

For the Suffolk County Police Department:

Richard Dörner
Commissioner
Suffolk County Police Department

Date: _____

Intro. Reso. No. 1947-11

Laid on Table 11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$17,202 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE LONG ISLAND CYBER CRIME TASK FORCE (LICCTF) WITH 81.53% SUPPORT.

WHEREAS, the United States Department of Justice, Federal Bureau of Investigation, has made \$17,202 in Federal funding available to Suffolk County for participation of the Suffolk County Police Department in the LICCTF; and

WHEREAS, said project is a multi-agency task force designed to assist the Federal Bureau of Investigation in the detection, investigation, and prosecution of crimes against the United States; and

WHEREAS, the operational period of the Program is from October 1, 2011 through September 30, 2012; and

WHEREAS, said reimbursement funds have not been included in the 2011 Suffolk County Operating Budget; now, therefore be it

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

REVENUE:	<u>Amount</u>
001-4367-Federal Aid: Long Island Cyber Crime Task Force (LICCTF) FFY12	\$17,202

ORGANIZATIONS:

**Police Department (POL)
Long Island Cyber Crime Task Force (LICCTF) FFY12
001-POL-3674**

<u>1000-Personal Services</u>	<u>\$17,202</u>
1120-Overtime Salaries	17,202

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately \$3,896 associated with the overtime salaries for this program are included in the 2011 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, Federal Bureau of Investigation.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1947

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
Resolution XX Local Law _____ Charter Law _____

2. Title of Proposed Legislation
ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$17,202 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE LONG ISLAND CYBER CRIME TASK FORCE (LICCTF) WITH 81.53% SUPPORT.

3. Purpose of Proposed Legislation
SEE NO. 2 ABOVE

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

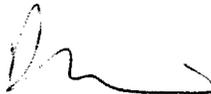
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)
County Town Economic Impact
Village School District Other (Specify):
Library District Fire District

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
The resolution provides \$17,202, matching funds of \$3,896 are included in the 2011 Operating budget.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
The funds provided by this grant must be expended between October 1, 2011 and September 30, 2012.

8. Proposed Source of Funding
United States Department of Justice

9. Timing of Impact
Effective upon adoption.

10. Typed Name & Title of Preparer Tricia Saunders, Senior Research Analyst	11. Signature of Preparer 	12. Date 10-28-11
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**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

(947)

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.

COUNTY OF SUFFOLK



1447

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: October 6, 2011

SUBJECT: Resolution Packets & SCIN Forms for
The Long Island Cyber Crime Task Force (LICCTF) FFY 12 Reimbursement
Program

Attached please find two copies of the following for the LICCTF FFY12 reimbursement program:

1. Draft Resolution.
2. SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Copy of the Cost Reimbursement Agreement between the FBI and the Suffolk County Police Department, as well as the funding document.

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.

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 as always for your assistance with this project.

EW/sck
Att.

cc: Evelyn Creen, Federal & State Aid Claims Examiner
Christopher Kent, Chief Deputy County Executive



ACCREDITED LAW ENFORCEMENT AGENCY

www.joinscpd.com

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000



1947

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 10/6/2011
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

I. BACKGROUND INFORMATION

1. Grant Title: **Long Island Cyber Crime Task Force (LICCTF) FFY12**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) P.L. 112-36, Continuing Appropriations Act, 2012, U. S. Department of Justice, Administered by the Federal Bureau of Investigation.

3. Grant/Contract Status (Check One Box)
 A. New Program Application
 B. 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.)
 This funding will provide reimbursement for the Suffolk County Police Department Computer Crimes Unit's participation in the Long Island Cyber Crime Task Force (LICCTF), a task force aimed at the detection, investigation, and prosecution of crimes against the United States.

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: 10/1/2011 To: 9/30/12

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$16,903.25	83.37%	\$17,202	83.37%	\$17,202	81.53%
State	\$		\$		\$	
Private	\$		\$		\$	
County	\$3,372.20	16.63%	\$3,432	16.63%	\$3,896	18.47%
Total	\$20,275.45	100%	\$20,634	100%	\$21,098	100%

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3. Explanation of Requested County Financial Assistance			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$3,896	\$	\$3,896
A. Cash Contribution	\$3,896	\$	\$3,896
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 Police 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 1/2" X 11" sheet). N/A			
III. COUNTY EXECUTIVE'S OFFICE REVIEW			
1. Intergovernmental Relations Division Review:	Approved _____	2. Signature of Coordinator	3. Date
	Disapproved _____		
4. Comments			
5. Budget Office Review:	Approved _____	6. Signature of Budget Director	7. Date
	Disapproved _____		
8. Comments			

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 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	17,202.00 17,202.00				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise					
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment					
4000 UTILITIES: 4010 Telephone & Telegraph					
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts					

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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					
4900 CONTRACTED SERVICES (LIST)					
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		3,896.00 3,647.00 249.00		Fringe benefits are not reimbursable under this funding program	
OTHER (List Source & Brief Explanation)					

I certify that the above in-kind contribution are not currently being used to support other grants

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DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES			Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %	
				GRANTOR	IN-KIND
Detective	4	98.31 HR/OT	To Be Determined	100%	

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**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 Federal funding in the amount of \$17,202 from the United States Department of Justice, Federal Bureau of Investigation, for the Suffolk County Police Department's participation in the Long Island Cyber Crime Task Force (LICCTF) with 81.53% support.

3. Purpose of Proposed Legislation

To accept \$17,202 from the United States Department of Justice, Federal Bureau of Investigation, to reimburse the Suffolk County Police Department's participation in the Long Island Cyber Crime Task Force (LICCTF) FFY12, a task force aimed at the detection, investigation, and prosecution of crimes against the United States.

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:

Non-reimbursable employee benefit costs of approximately \$3,896 will be incurred through September 30, 2012. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding

The United States Department of Justice, Federal Bureau of Investigation

9. Timing of Impact
Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Technician		10/5/11

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NOTICE OF LIMITS

FOR

FY 2012 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA and an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2012**, the maximum limits for reimbursements under these CRAs are **\$1,433.52** per month and **\$17,202.25** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2011.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.



Deborah Ryan Broderick
Head of Contracting Activity
Federal Bureau of Investigation

June 29, 2011
Date

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**COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
SUFFOLK COUNTY POLICE DEPARTMENT (SCPD)**

TASK FORCE FILE # 62F-NY-C302997-LICCTF

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized LONG ISLAND CYBER CRIME TASK FORCE (LICCTF) as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the SCPD located at 30 Yaphank Ave, Yaphank, NY 11980, Taxpayer Identification Number: 11-6000464 Phone Number: 631-852-6000 that:

1. Commencing upon execution of this agreement, the FBI will, subject to availability of required funding, reimburse the agency for overtime payments made to officers assigned full-time to the task force.

2. Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by a Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3. Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/ Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5. The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

OCCO CRA template 5/23/04

P.1 of 2

6. Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7. Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8. Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9. Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2010 must be received by the FBI by December 31, 2010. The FBI is not obligated to reimburse any requests received after that time.

10. This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

Richard Dormer 11/19/10
Richard Dormer Date
Suffolk County Police Commissioner

FOR THE FBI:

May Kelly 12/6/10
Special Agent in Charge Date

MUZ-WSG 4/14/2011
Contracting Officer Date
FBI Headquarters

**CYBER CRIME TASK FORCE
MEMORANDUM OF UNDERSTANDING**

A. **PARTIES.** This Memorandum of Understanding (MOU) is entered into by the following "Participating Agencies":

- 1. **Federal Bureau of Investigation (FBI)**
(authorized pursuant to 28 USC 533, 534; 28 C.F.R. § 0.85)
- 2. **Suffolk County Police Department (SCPD)**

B. **PURPOSE.** This MOU delineates the responsibilities and commitments of the Participating Agencies in the **Long Island/New York Division Cyber Crime Task Force (CCTF)**. The MOU also outlines the mission and procedures for the CCTF, which are described in greater detail in the Standard Operating Procedures (SOP) utilized by the CCTF.

C. **MISSION.** The mission of the CCTF is to investigate and apprehend high technology criminals and to protect our communities by preventing high technology crime and national security threats involving computers and computer networks. The CCTF is established on the premise that the capabilities of law enforcement agencies to investigate computer and high technology related crimes are enhanced in a task force setting involving the sharing of resources and expertise. The CCTF will utilize its specialized resources to investigate, and to prevent when possible, criminal cases and national security threats when: (1) Computers and high technologies are the target of a crime; (2) Computers and high technologies are the principal instrumentality of a crime; or, (3) Computers and high technologies are misused to facilitate violations of other criminal laws or threats to the national security and a specialized understanding of technology is required for investigation or prosecution.

D. **INVESTIGATIVE EXCLUSIVITY.** Matters designated to be handled by the CCTF will not knowingly be subject to separate and/or independent outside law enforcement efforts by any of the participating or referring agencies. Each Participating Agency shall make proper internal notification regarding the CCTF's existence and areas of investigation.

E. **PROSECUTIONS.** A determination will be made for each CCTF investigation on whether the matter should be submitted for filing in federal or state court. This determination shall be based on the evidence obtained and a consideration of which method of prosecution will result in the greatest benefit to the overall objectives of the CCTF and the community.

F. **DOCUMENTS AND AUTHORITIES INCORPORATED BY REFERENCE.** The Participating Agencies agree to abide by the separate document titled "Cyber Crime Task Force Standard Operating Procedures." The CCTF SOP, as updated from time to time, is fully incorporated by reference into this MOU.

G. **ADMINISTRATIVE RESPONSIBILITIES**

- 1. Shared Responsibilities: All participants of the CCTF acknowledge that this is a joint operation with all Participating Agencies acting for a common goal. Accordingly, the mission and objectives of the CCTF will be a shared responsibility of the Participating Agencies.
- 2. Lead Agency: The FBI is the lead agency for the CCTF and agrees to overall management responsibilities for the task force, including but not limited to record keeping and daily responsibility for personnel work assignments and investigative matters.
- 3. FBI Program Manager: The daily operational control, management, supervision of, and responsibility for operations of the CCTF shall be vested in an FBI Program Manager. The FBI Program Manager shall be a sworn law enforcement officer (an FBI Special Agent or Supervisory Special Agent) assigned by his/her respective FBI Field Office to the CCTF. The term of office of

the FBI Program Manager generally shall be a minimum of one (1) year, full-time, to commence upon appointment.

4. Participating Agency Team Leader: Day-to-day operational matters may be assigned by the FBI Program Manager to a Team Manager. The Team Manager shall be from a Participating Agency other than the FBI and shall be selected by the FBI in consultation with all CCTF Participating Agencies. The Team Manager shall be a full-time employee assigned to the CCTF. The term of office of the Team Manager generally shall be a minimum of one (1) year, full-time, to commence upon appointment.

H. PERSONNEL

1. Membership: The CCTF shall consist of a combined body of investigators and support personnel from the Participating Agencies.
2. No Employment by the CCTF: The CCTF does not directly or indirectly employ any personnel assigned to it. The CCTF is established for the coordination of applicable investigations and does not establish employer-employee relationships with the personnel assigned to the CCTF from the Participating Agencies.
3. Responsibility for Conduct: Personnel assigned to the CCTF may not engage in any activity which, either in appearance or in fact, conflicts with their duties at the CCTF or reasonably impeaches the independence of their work for the CCTF. In addition to the requirements set forth in this MOU and the accompanying SOP, each Participating Agency shall ensure that their employee participants remain subject to and adhere to the standards of conduct, personnel rules, regulations, laws, and policies applicable to those of their respective agency.
4. Assignment to the CCTF: Personnel selections for the CCTF are at the discretion of the FBI and each respective Participating Agency. Personnel will be selected based on the needs of the CCTF and the Participating Agencies. As a general matter, all personnel shall work in a full-time capacity at the CCTF (and at a minimum not less than 3 days a week) and make a minimum two-year work commitment to the CCTF due to the specialized nature of the work and applicable training

I. INFORMATION MANAGEMENT

1. Records and Reports: All CCTF investigative records will be maintained at the CCTF location or the local FBI Field Office. Investigative documents will be stored on the FBI's electronic databases in order to enhance national information sharing among task forces and other investigators. Classified information shall not be placed in a non-Federal Participating Agency's files or maintained outside of an accredited CCTF location unless approved in advance and in writing by an FBI Security Officer.
2. Non-Disclosure Agreement: CCTF information only may be disseminated on a need-to-know basis and as expressly permitted. No CCTF information may be disseminated outside of the CCTF without the express permission of the FBI and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and other agencies that would permit such agencies, including CCTF participants' employing agencies, to receive FBI information directly.
3. Media: No member of the CCTF will unilaterally discuss or otherwise reveal information relating to CCTF investigations, or other FBI related investigations known to them, to any media representatives. All releases of information to the media on CCTF matters will be mutually agreed upon and coordinated jointly under the supervision of the FBI Program Manager or Team Manager.

- J. LIABILITY.** The FBI makes no representation that the United States will provide legal representation or indemnification to any law enforcement officer or employee assigned to the CCTF. Legal representation and indemnification by the United States is determined by the Department of Justice (DOJ) on a case-by-case basis pursuant to legal standards and DOJ policy.

K. SALARIES AND FUNDING

1. Salary and Compensation: Salaries, benefits, taxes, and withholdings of CCTF members will be paid by their respective agencies.
2. Overtime: Overtime may be compensated to CCTF members by their respective agencies in accordance with their applicable overtime provisions or by the FBI in accordance with a separate Cost Reimbursement Agreement.
3. Funding: This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds; this MOU is instead a basic statement of the understanding between the parties of the tasks and methods required for a successful CCTF. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

L. DURATION AND MODIFICATION OF THE MOU. The term of this MOU shall be for the duration of the CCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon the written mutual consent of the agencies involved. A Participating Agency retains the right to terminate its participation by giving 30 days written notice of its intent to terminate. Should a Participating Agency terminate its participation, it must return any equipment to the supplying entity. Similarly, as soon as practicable consistent with ongoing investigations, remaining agencies will return to a withdrawing agency any unexpended equipment the withdrawing agency may have supplied during its CCTF participation. Any modification of this MOU will be effected with the written mutual consent of the involved parties. This MOU may be signed in counterparts.

M. NO THIRD PARTY RIGHTS. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party (other than a Participating Agency of this CCTF entering into a similar MOU with the FBI) against the parties hereto, the United States, or the officers, employees, agents, or other associated personnel thereof.

N. EFFECTIVE DATE AND ADDITIONAL PARTIES. As among the original parties, this MOU shall become effective when signed and dated by the FBI and the duly authorized representative of at least one other agency. The parties anticipate that the FBI will enter into similar MOUs with other Participating Agencies.

SO AGREED on behalf of the entities/organizations below:


 A/SAC Amy L. PICKETT
 FBI
 Date: 3/9/10

Contracting Officer
 FBI
 Date: 3/17/2010


 SCDP
 Date: 02/08/10

Mark T. Ukleja
 Contracting Officer
 Federal Bureau of Investigation

Intro. Reso. No. **1948-11**
Introduced by the Presiding Officer on request of the County Executive

Laid on Table **11/22/11**

RESOLUTION NO. -2011, ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$86,011 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE DEA LONG ISLAND TASK FORCE WITH 81.53% SUPPORT.

WHEREAS, the United States Department of Justice, Drug Enforcement Administration, has made \$86,011 in funding available to Suffolk County for participation of the Suffolk County Police Department in the DEA Long Island Task Force; and

WHEREAS, said project is a multi-agency task force designed to combat illegal drug activity through a program of enforcement and investigation; and

WHEREAS, the operational period of the Program is from September 30, 2011 through September 30, 2012; and

WHEREAS, said reimbursement funds have not been included in the 2011 Suffolk County Operating Budget; now, therefore, be it

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

REVENUE:	<u>Amount</u>
001- 4379-Federal Aid: DEA Long Island Task Force FY12	\$86,011
ORGANIZATIONS:	
	Police Department (POL)
	DEA Long Island Task Force FY12
	001-POL-3673
<u>1000-Personal Services</u>	<u>\$86,011</u>
1120-Overtime Salaries	86,011

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately \$19,481 associated with the overtime salaries for this program are included in the 2011 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, Drug Enforcement Administration.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

1948

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$86,011 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE DEA LONG ISLAND TASK FORCE FY WITH 81.53% SUPPORT.		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The resolution provides \$86,011, matching funds of \$19,481 are included in the 2011 Operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between September 30, 2011 and September 30, 2012.		
8. Proposed Source of Funding		
United States Department of Justice		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		10-28-11

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1948

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.

COUNTY OF SUFFOLK



1948

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: October 5, 2011

SUBJECT: Resolution Packets & SCIN Forms for
The Drug Enforcement Administration sponsored
DEA Long Island Task Force FY12

Attached please find two copies of the following for the DEA Long Island Task Force FY 12 Program:

1. Draft Resolution.
2. SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Copy of the Agreement between the United States Department of Justice, Drug Enforcement Administration and the Suffolk County Police Department

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.

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 as always for your assistance with this project.

EW/sck

Att.

cc: Evelyn Creen, Federal & State Aid Senior Claims Examiner
Christopher Kent, Chief Deputy County Executive



ACCREDITED LAW ENFORCEMENT AGENCY

www.joinscpd.com

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000



COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 10/5/11
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980 1948	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

I. BACKGROUND INFORMATION

1. Grant Title: DEA Long Island Task Force FY12

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Continuing Appropriations Act 2012, Public Law 112-33, U. S. Department of Justice, Administered by the Drug Enforcement Administration

3. Grant/Contract Status (Check One Box)
 A. New Program Application
 B. 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.)
 This funding will provide reimbursement for the Suffolk County Police Department's participation in the Long Island Task Force a program designed to provide assistance to the DEA regarding the investigation and apprehension of individuals committing drug related crimes.

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

II. BUDGET INFORMATION

1. Term of Contract From: 9/30/11 To: 09/30/12

2. Financial Assistance Requested

SOURCE	SECOND FUNDING CYCLE		THIRD FUNDING CYCLE		FOURTH FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$84,516	86%	\$86,011.25	83.37%	\$86,011	81.53%
State	\$		\$		\$	
Private	\$		\$		\$	
County	\$14,748	15%	\$17,159.26	16.63%	\$19,481	18.47%
Total	\$99,264	100%	\$103,170.51	100%	\$105,492	100%

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3. Explanation of Requested County Financial Assistance			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$19,481	\$	\$19,481
A. Cash Contribution	\$19,481	\$	\$19,481
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 Police 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 1/2" X 11" sheet).			
N/A			
III. COUNTY EXECUTIVE'S OFFICE REVIEW			
1. Intergovernmental Relations Division Review:	Approved _____	2. Signature of Coordinator	3. Date
	Disapproved _____		
4. Comments			
5. Budget Office Review:	Approved _____	6. Signature of Budget Director	7. Date
	Disapproved _____		
8. Comments			

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2011

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	86,011.00 86,011.00			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				1948

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2011

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				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		19,481.00 18,234.00 1,247.00		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				1948

I certify that the above in-kind contribution are not currently being used to support other grants

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		
Detective Lieutenant	4	\$121.04/hr OT	Various Various Various	100%			
Detective Sergeant		\$108.72/hr. OT		100%			
Detective		\$98.31/hr. OT		100%			

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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1. Type of Legislation

Resolution X

Local Law

Charter Law

2. Title of Proposed Resolution

Accepting & appropriating Federal funding in the amount of \$86,011 from the United States Department of Justice, Drug Enforcement Administration, for the Suffolk County Police Department's participation in the DEA Long Island Task Force with 81.53% support.

3. Purpose of Proposed Legislation

To accept \$86,011 from the United States Department of Justice, Drug Enforcement Administration, to allow the Suffolk County Police Department's continued participation in the DEA's Long Island Task Force.

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 County will incur Non-reimbursable fringe benefit costs of approximately \$19,481 through September 30, 2012. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding

The United States Department of Justice, Drug Enforcement Administration.

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer

11. Signature of Preparer

12. Date

Susan C. Krause
Grants Technician



10/5/2011



U. S. Department of Justice
Drug Enforcement Administration
Long Island District Office
175 Pinelawn Road, Suite 205
Melville, NY 11747

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www.dea.gov

September 27, 2011

MTS# 11-2234

Richard Dormer
Commissioner
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980

Dear Commissioner Dormer:

Enclosed you will find the task force agreement between the Suffolk County Police Department and the Drug Enforcement Administration (DEA), Long Island District Office, for the period commencing September 30, 2011, through September 30, 2012, and the US Department of Justice, Office of Justice Programs, Office of the Comptroller certification form OJP-4061.

If you concur with the agreement, please sign and date the original agreement where indicated and keep the copy for your records. Please follow the same procedure for the form OJP-4061. Kindly return the original agreement and one form OJP-4061 to me in the envelope provided.

Thank you for your support of our task force and its mission.

Sincerely,

John H. Austin, Jr.
Assistant Special Agent in Charge

Enclosures

STATE AND LOCAL TASK FORCE AGREEMENT

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This agreement is made this 30th day of September, 2011, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") and the Suffolk County Police Department (hereinafter "SCPD").

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Long Island area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Long Island, the parties hereto agree to the following:

1. The Long Island Task Force will perform the activities and duties described below:
 - a. Disrupt the illicit drug traffic in the Long Island area by immobilizing target violators and trafficking organizations;
 - b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of New York.
2. To accomplish the objectives of the Long Island Task Force, the SCPD agrees to detail five (5) experienced Officers to the Long Island Task Force for a period of not less than two (2) years. During this period of assignment, the SCPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force. Nothing herein shall be construed to limit the Suffolk County Police Commissioner from exercising disciplinary control over members of the department assigned to the task force for acts committed while on the task force.
3. The SCPD Officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The SCPD Officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.

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5. To accomplish the objectives of the Long Island Task Force, DEA will assign nine (9) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and SCPD officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, including the use of credit cards for gasoline, oil, oil filters, minor repairs and incidental towing and storage charges, funds for the purchase of evidence and information, investigative equipment, training, and other support items. In lieu of DEA providing official government vehicles for SCPD Task Force Officers, SCPD agrees to provide vehicles for their officers so that they can perform their investigative duties.

6. During the period of assignment to the Long Island Task Force, the SCPD will remain responsible for establishing the salary and benefits, including overtime, of the SCPD Officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the SCPD for overtime payments made by it to SCPD Officers assigned to the Long Island Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, Federal employee (currently \$17,202.25), per officer, per year.

7. In no event will the SCPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The SCPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The SCPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The SCPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The SCPD will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department

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of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

11. The SCPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The SCPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the SCPD by the DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the SCPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date specified in the opening paragraph until September 30, 2012. This agreement may be terminated by either party on 30 days advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by SCPD during the term of this agreement.

14. DEA acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including Task Force Officers duly sworn pursuant to 21 U.S.C. Section 878, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

For the Drug Enforcement Administration:

John P. Gilbride
Special Agent in Charge

Date: 9/9/11

For the Suffolk County Police Department:

Richard Dormer
Commissioner

Date: _____



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

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(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Suffolk County Police Department

30 Yaphank Road

Yaphank, New York 11980

Check if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Suffolk County Police Department

30 Yaphank Road

Yaphank, New York 11980

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Richard Dormer, Commissioner

5. Signature

6. Date

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$196,747 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR A PORT SECURITY PROGRAM WITH 100% SUPPORT.

WHEREAS, The United States Department of Homeland Security, Federal Emergency Management Agency, has awarded \$196,747 in FY2011 Port Security Grant funds to the Suffolk County Police Department to purchase specialized equipment; and

WHEREAS, said project is designed to enhance the Suffolk County Police Department Special Patrol Bureau's capabilities in the areas of prevention, deterrence, and response to maritime incidents; and

WHEREAS, the operational period of the Project will be from September 1, 2011, through August 31, 2014; and

WHEREAS, said grant funds totaling \$196,747 have not been included in the 2011 Suffolk County Operating Budget; now, therefore, be it

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

<u>REVENUES:</u>	<u>AMOUNT</u>
115-4341-Federal Aid: Port Security Grant Program FY-2011	\$196,747
 <u>ORGANIZATIONS:</u>	
Police Department (POL) Port Security 2011 001-POL-3610	
 <u>2000-Equipment</u>	 <u>\$196,747</u>
2500-Other equipment not otherwise	196,747

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the United States Department of Homeland Security, Federal Emergency Management Agency.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$196,747 FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, FOR A PORT SECURITY PROGRAM WITH 100% SUPPORT.		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The resolution provides \$196,747.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between September 1, 2011 and August 31, 2014.		
8. Proposed Source of Funding		
United States Department of Homeland Security		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		10-28-11

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

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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.

COUNTY OF SUFFOLK



OCT 24 2011

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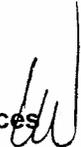
STEVE LEVY
COUNTY EXECUTIVE

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: October 21, 2011

SUBJECT: Resolution Packets & SCIN Forms for the United States Department of
Homeland Security sponsored Port Security 2011 grant program

Attached please find two copies of the following for the DHS-FEMA sponsored Port Security 2011 grant program:

1. Draft Resolution.
2. SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Copy of the Award letter and Agreement between the Suffolk County Police Department and the U.S. Department of Homeland Security

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.

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 852-6217.

Thank you as always for your assistance with this project.

EW/sf
Att.

cc: Evelyn Creen, Senior Federal & State Aid Claims Examiner
Christopher Kent, Chief Deputy County Executive



ACCREDITED LAW ENFORCEMENT AGENCY

www.joinscpd.com

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000



COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 8/10/2011 Rev 10/21/11
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank 1949	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

I. BACKGROUND INFORMATION	
1. Grant Title: Port Security FY2011	
2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program): Department of Defense and Full-Year Continuing Appropriations Act, 2011, Public Law 112-10, administered by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).	
3. Grant/Contract Status (Check One Box) A. <input checked="" type="checkbox"/> New Program Application B. <input type="checkbox"/> Renewal Application C. <input type="checkbox"/> Supplemental (Specify) _____ D. <input type="checkbox"/> Extension of Funding Period E. <input type="checkbox"/> 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). Funding will allow the Suffolk County Police Department (SCPD) to purchase an airborne radiation detection unit.	
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 9/1/11		To: 8/31/14		
2. Financial Assistance Requested						
<i>SOURCE</i>	<i>FIRST FUNDING CYCLE</i>		<i>SECOND FUNDING CYCLE</i>		<i>THIRD FUNDING CYCLE</i>	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$196,747	100%	\$	%	\$	%
State	\$	%	\$	%	\$	%
Private	\$	%	\$	%	\$	%
County	\$	%	\$	%	\$	%
Total	\$196,474	100%	\$	%	\$	%

3. Explanation of Requested County Financial Assistance 1949			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$ None	\$	\$
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 Police 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	2. Signature of Coordinator	3. Date
	Disapproved		
4. Comments			
5. Budget Office Review:	Approved	6. Signature of Budget Director	7. Date
	Disapproved		
8. Comments			

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 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 2090 Radio and Communication 2500 Other Equip Not Otherwise	196,747			
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph 4210 Computer Services				1949
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

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)				1949	

I certify that the above in-kind contribution are not currently being used to support other grants

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

1949

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
none						

1949

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
Resolution X Local Law ___ Charter Law ___

2. Title of Proposed Resolution
Accepting and appropriating a grant in the amount of \$196,747 from the United States Department of Homeland Security, Federal Emergency Management Agency, for a Port Security program with 2011% support.

3. Purpose of Proposed Legislation
To accept \$196,747 from the Department of Homeland Security, Federal Emergency Management Agency to purchase specialized equipment that will be used by the Suffolk County Police Department's Special Patrol Bureau to enhance its capabilities in the areas of prevention, deterrence, and response to maritime incidents.

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:
The County will have \$196,747 available to purchase helicopter mounted radiation detection equipment which will enhance the SCPD Aviation Section's ability to prevent, deter, and respond to maritime incidents with 100% support.

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:
Routine equipment maintenance costs can be funded in subsequent Port Security grants if awarded.

8. Proposed Source of Funding
Department of Homeland Security, Federal Emergency Management Agency.

9. Timing of Impact
Immediate

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date
Sarah Furey Sarah Furey 10/21/11
Sr. Grants Analyst

Intro. Reso. No. 1950-11

Laid on Table 11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$80,000.00 FROM THE UNITED STATES DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE IRS STEPP (SUFFOLK-TREASURY ENHANCED PROSECUTION PROGRAM) PROGRAM WITH 83.46% SUPPORT.

WHEREAS, the United States Department of the Treasury, Internal Revenue Service, has made \$80,000 in Federal funding available to Suffolk County for participation of the Suffolk County Police Department in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) program; and

WHEREAS, the operational period of the project is from October 1, 2011 through September 30, 2012; and

WHEREAS, said reimbursement funds have not been included in the 2011 Suffolk County Operating Budget; now, therefore be it

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

REVENUE:	<u>Amount</u>
001-4376-Federal Aid: IRS STEPP FFY12	\$80,000.00

ORGANIZATIONS:

**Police Department (POL)
IRS STEPP FFY12
001-POL-3676**

<u>1000-Personal Services</u>	<u>\$70,000.00</u>
1120-Overtime Salaries	70,000.00
<u>4300-Travel</u>	<u>\$10,000.00</u>
4310-Employee Misc-Expenses	7,000.00
4330-Travel: Employee Contracts	1,000.00
4340-Travel Other Contracts	2,000.00

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately \$15,855 associated with the overtime salaries for this program are included in the 2011 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of the Treasury, Internal Revenue Service.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1950

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$80,000 FROM THE UNITED STATES DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE IRS STEPP (SUFFOLK-TREASURY ENHANCED PROSECUTION PROGRAM) PROGRAM WITH 83.46% 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)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The resolution provides \$80,000, matching funds totaling \$15,855 are included in the 2011 operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between October 1, 2011 and September 30, 2012.		
8. Proposed Source of Funding		
United States Department of the Treasury		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		10-28-11

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1950

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.

COUNTY OF SUFFOLK



1950

OCT 24 2011

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 *EW*

DATE: October 21, 2011

SUBJECT: Resolution Packets & SCIN Forms for the Internal Revenue Service
Sponsored IRS STEPP FFY12 (Suffolk-Treasury Enhanced Prosecution
Program)

Attached please find two copies of the following for the IRS STEPP FFY12 Reimbursement Program:

1. Draft Resolution.
2. SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Copy of the Agreement between the Internal Revenue Service and the Suffolk County Police Department.

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.

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 as always for your assistance with this project.

EW/sck
Att.

cc: Evelyn Creen, Senior Federal & State Aid Claims Coordinator
Christopher Kent, Chief Deputy County Executive



ACCREDITED LAW ENFORCEMENT AGENCY

www.joinscpd.com

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000



1950

3. Explanation of Requested County Financial Assistance			
Category	Total Requested	Personnel Costs Requested	Non-Personnel Costs Requested
TOTAL COUNTY SHARE:	\$15,855	\$	\$15,855
A. Cash Contribution	\$15,855	\$	\$15,855
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 Police 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).			
N/A			
III. COUNTY EXECUTIVE'S OFFICE REVIEW			
1. Intergovernmental Relations Division Review:	Approved _____	2. Signature of Coordinator	3. Date
	Disapproved _____		
4. Comments			
5. Budget Office Review:	Approved _____	6. Signature of Budget Director	7. Date
	Disapproved _____		
8. Comments			

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2011

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	70,000 70,000			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				1950
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts	10,000 7,000 1,000 2,000			

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2011

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				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		15,855 14,840 1,015		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				1950

I certify that the above in-kind contribution are not currently being used to support other grants

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES			Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %	
				GRANTOR	IN-KIND
Detective Lieutenant	4	\$121.04/hr. OT	Various	100%	
Detective Sergeant		\$108.72/hr. OT		100%	
Detective		\$98.31/hr. OT		100%	

1950

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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 Federal funding in the amount of \$80,000.00 from the United States Department of the Treasury, Internal Revenue Service, for the Suffolk County Police Department's participation in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) program with 83.46% support.

3. Purpose of Proposed Legislation

To accept \$80,000 in federal funds from the United States Department of the Treasury, Internal Revenue Service to fund the Suffolk County Police Department's participation in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) program.

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:

Non-reimbursable employee fringe benefit costs of approximately \$15,855 will be incurred through September 30, 2012. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding

United States Department of the Treasury, Internal Revenue Service

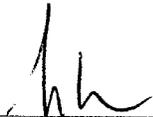
9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer

Susan C. Krause
Grants Technician

11. Signature of Preparer



12. Date

10/21/11

1950

**REQUEST TO ESTABLISH REIMBURSEMENT FOR
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCIES
PARTICIPATING IN JOINT LAW ENFORCEMENT OPERATIONS
WITH TREASURY LAW ENFORCEMENT AGENCIES**

TREASURY AGENCY: Internal Revenue Service - CI	OCDETF CASE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TEOAF TRACKING NUMBER (WILL BE ASSIGNED BY TEOAF)
MAILING ADDRESS: 1180 Veterans Memorial Hwy. Hauppauge, NY 11788	OCDETF CASE #:	
	FOR OVERTIME: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
	FOR OTHER: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CONTACT PERSON: Gerard Sullivan - SSA	CONTACT TELEPHONE NUMBER: 631-851-4901	
	REQUEST DATE: 10/01/2011	
TREASURY AGENCY FIELD OFFICE APPROVAL (NAME & SIGNATURE) Charles R. Pine, SAC -NYFO	TREASURY AGENCY HEADQUARTERS APPROVAL (NAME & SIGNATURE & DATE)	

FULL NAME, ADDRESS, TELEPHONE AND TAXPAYER IDENTIFICATION NUMBER OF LOCAL, COUNTY, STATE AGENCY	EXPENSES TO BE REIMBURSED	ESTIMATED COSTS
Suffolk County Police Department 30 Yaphank Ave. Yaphank, NY	Overtime	\$70,000.00
	Travel	\$10,000.00
TFP APPROVAL AND DATE		TOTAL ESTIMATED COSTS
		\$80,000.00
ACCOUNTING DATA:		
BFYS:	FUND:	
BUDPLN:	ORG:	
PROGRAM:	OCC:	

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**Suffolk-Treasury Enhanced Prosecution Program (STEPP)
FINANCIAL CRIMES TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PURPOSE

This Memorandum of Understanding (MOU) is executed in order to memorialize the agreement and set forth the terms and conditions between the Internal Revenue Service, Criminal Investigation (IRS-CI) and Suffolk County Police Department (hereinafter known as "the Department"), which have agreed to combine investigative efforts with the following agencies/departments in the New York (hereinafter know as "the Field Office"),

Internal Revenue Service, Criminal Investigation
Others: None.

AUTHORITY

The Secretary has authority to investigate money laundering operations under 18 U.S.C. Sections 981, 1956(e) and 1957(e). The Secretary has delegated that authority to the Commissioner of IRS where the underlying conduct is subject to investigation under the Internal Revenue Code, or the Bank Secrecy Act, as amended, 31 U.S.C Section 5311- 5332. Treasury Directive (T.D.) 15-42: "Delegation of Authority to Commissioner to Investigate Violations of 18 USC 1956 and 1957". The Secretary has also delegated to the Commissioner of IRS the authority to investigate possible criminal violations of 31 Code of Federal Regulations (CFR) Part 103. Treasury Directive (T.D.) 15-41 (Dec. 1, 1992).

MISSION OF THE TASK FORCE

The mission of the Task Force will be to develop and assist with criminal investigations and asset forfeitures of illegal activities within the Field Office. The emphasis of the Task Force is to pursue investigations on individuals and organizations that will result in criminal prosecutions and large asset forfeitures in investigations arising out of the analysis of Suspicious Activity Reports (SARs) filed by financial institutions pursuant to Title 31 of the United States Code. The Task Force will work in coordination with the United States Attorney's Office(s) within the Field Office to determine the types of activities that merit investigation and are allied to the investigation and prosecution strategy.

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PERSONNEL

- 1) During the period of the assignment, the representatives remain under the supervision of their respective departments. However, the day-to-day supervision of employees shall rest with the Task Force Supervisory Special Agent (SSA).
- 2) IRS-CI, will assign one SSA and one or more Special Agents as needed by the Task Force. IRS-CI will be responsible for the management, supervision and coordination of all investigative and operational activities. The United States Attorney will also designate a point of contact for consultation regarding the selection of targets for investigation, and for obtaining legal assistance in such investigations, including but not limited to grand jury subpoenas, tax disclosure orders, ex parte orders (other than tax), search and seizure warrants and any motions or pleadings required by the Civil Asset Forfeiture Reform Act (CAFRA).
- 3) Task Force personnel shall adhere to all Department of Treasury and IRS-CI policies and procedures. Where Treasury and/or IRS-CI policies are in conflict with the policies and procedures of the member's department, the Department may request in writing to the Task Force SSA that its employee follow the policies and procedures of the Department. If the Task Force SSA does not assent to the request, the Special Agent in Charge (SAC) and Chief Law Enforcement Officer of the respective department will resolve the matter. Failure to adhere to established policies and procedures may be grounds for immediate removal of the officers from the Task Force.
- 4) Personnel assigned to the Task Force shall be designated as full or part time in accordance with an agreement with their respective departments. It is understood that personnel assigned to the Task Force may continue to have duties (training, administrative duties, etc.) that are linked to their respective departments.
- 5) It is agreed that the Task Force SSA will contact the immediate supervisor (or other department designee) of any personnel assigned whose performance or conduct is questioned. The matter will be addressed in coordination with the department supervisor/designee.
- 6) During the period of assignment, each department representative will report to his/her department for personnel administrative matters. Each department shall be responsible for pay, overtime, annual leave, performance evaluations, insurance coverage and other benefits of its employees. Upon the establishment of a State and Local Overtime (SLOT) Agreement, departments will be reimbursed for overtime and related travel, as well as, lease expenses for

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vehicles for full time task force officers from the Treasury Forfeiture Fund, upon submission of Department of Treasury Form 9972, Request for Reimbursement of Joint Operation Expenses. This form, with necessary documentation, will be submitted monthly to the IRS-CI Task Force Coordinator.

- 7) Task force operations shall be conducted as joint operations with all participating agencies/departments acting as partners in the endeavor.
- 8) The Task Force SSA shall be a member of IRS-CI. The SSA shall be responsible for the day-to-day administration of the Task Force and with the input of the participating agencies/departments, shall establish the direction and any internal policy for the Task Force.

ADMINISTRATIVE ISSUES

- 9) All computer and related equipment assigned to the Task Force personnel will be used for official purposes only, and remains the property of the Task Force.
- 10) The IRS-CI Task Force Coordinator will be responsible for the oversight and administration of all equitable sharing distributions.
- 11) The Task Force will be located at 1180 Veterans Highway, 3rd Floor, Hauppauge, NY 11788. IRS-CI will provide all necessary secretarial, clerical, automation and technical support (regarding IRS-CI issued equipment) for the Task Force.
- 12) In no event will the member departments charge IRS-CI for administration or implementation of this memorandum of understanding.
- 13) All members of the Task Force agree not to knowingly act unilaterally on any matter affecting the task force without first coordinating with the IRS-CI SSA.

STATE AND LOCAL LAW ENFORCEMENT DETAIL TO IRS-CI

- 14) Personnel from state and local law enforcement departments assigned full or part time to the Task Force shall be detailed, per 5 USC §3374(a)(2), as IRS-CI Task Force Officers.
- 15) No action will be taken by any task force officer, utilizing their authority, under 26 USC § 7608(b) (1) and (2), without approval of the IRS-CI SSA.

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INVESTIGATIVE MATTERS

- 16) IRS-CI will provide the necessary funds for the investigative expenses, and for the purchase of evidence and information that relates to investigations and intelligence gathering (unless the cost is considered a grand jury expense).
- 17) The Task Force investigative procedures will conform to the requirements for Federal prosecutions. All prosecutions shall be initially referred to the United States Attorney's Office(s) within the Field Office. The United States Attorney's Office may then recommend referral for state charges. In the event that prosecution does not lie with that office, or there is a conflict as to the proper venue or jurisdiction, any dispute shall be resolved by agreement of all parties having an interest in the investigation.
- 18) Access to and use of task force records will be in accordance with Federal Law and Department of Treasury and IRS-CI regulations and policy, including but not limited to the Freedom of Information and Privacy Acts.
- 19) The IRS is responsible for tax administration and the investigation of criminal violations of the Internal Revenue Code, (Title 26, United States Code). Internal Revenue code, Section 6103, restricts the disclosure of tax or tax return information except as provided by Section 6103. Reports recommending the prosecution of persons for criminal tax violations are subject to review by IRS Criminal Tax Counsel. Prosecution reports must also be referred to the Department of Justice (Tax Divisions) for their review and approval prior to prosecution.

INFORMANTS

- 20) All confidential and cooperating witnesses exclusively developed through the Task Force will be opened as IRS-CI informants, sources, assets or cooperating witnesses, and handled in accordance with IRS-CI guidelines, policy and procedures.
- 21) IRS-CI, as permitted by Federal law, agrees to pay reasonable and necessary informant expenses incurred by the Task Force. IRS-CI must approve all informant related expenses before they are incurred.

FORFEITURE

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- 22) Assets seized in connection with the Task Force will be forfeited under Federal and/or State laws. The Agreement between the IRS-CI and the Department, which have agreed to combine investigative efforts with the above named agencies/departments within the Field Office, for Equitable Sharing from Asset Seizure and Forfeiture, will be determined by agreement of all parties having an interest in the forfeiture.
- 23) All sharing will be within the discretionary authority of the Department of Treasury, as provided by 31 U.S.C. § 9703 (a)(1)(G) and (h), 18 U.S.C. 981(e)(2), and the Secretary of the Treasury's Guidelines for Equitable Sharing.
- 24) Any release of information to the media or through a press conference concerning task force investigations will be agreed to and coordinated jointly by the participating task force agencies/departments. No release may be made by any agency/department without the prior approval of the other task force agencies/departments. Generally, the United States Attorney's Office will be the lead concerning press releases pertaining to any arrest, convictions or seizure developed by the Task Force.
- 25) All task force related travel will require the approval of the agency employing the individual. All individuals will be responsible for securing his/her own agency/department approval for all travel.
- 26) For international travel, the IRS will obtain country clearances for all task force members. For domestic travel, each agency/department member will be responsible for appropriate notifications within their own agency/department.
- 27) Upon approval of a SLOT Agreement, reimbursement for investigation related and training travel will be requested from the Treasury Asset Forfeiture Fund. Each participating agency/department will submit required documentation to IRS-CI coordinator monthly for travel reimbursement.

LIABILITY

- 28) Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the U.S. is determined by the Department of Justice (DOJ) on a case-by-case basis. The IRS cannot guarantee the U.S. will provide legal representation to any Federal or State law enforcement officer or employee.
- 29) For the limited purpose of defending claims, arising out of TASK FORCE activity, state officers who have been specifically detailed, and who are acting within the course and scope of their official duties and assignments, pursuant to this MOU,

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(950)

may be considered an "employee" of the U.S. government, as defined in 28 U.S.C., Section 2671.

- 30) Liability for any negligent or willful acts of TASK FORCE members, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency/department involved.
- 31) Liability for violations of Federal constitutional law rests with the individual Federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C., Section 1983 for state officers or cross-detailed federal officers.
- 32) Task force officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R., Sections 50.15, 50.16.
- 33) If a task force officer is found to be liable for a constitutional tort, he/she may request indemnification from Department of Justice to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R., Section 50.15(c)(4).

DURATION

- 34) The term of this MOU shall be for a period of one year from the date signed. Upon termination of the Task Force, or withdrawal by a department, all equipment and IRS-CI credentials will be returned to IRS-CI.
- 35) The provisions of the LIABILITY section will continue until all potential liabilities have lapsed.

OTHER PROVISIONS

- 36) To the extent, there is any conflict between Federal law and the law of The State of New York, Federal law controls. While state law may be used to aid in the interpretation of provisions of the MOU, which are not specifically covered by Federal law, it cannot be used to the extent it is inconsistent with any Federal law.
- 37) The terms of this Agreement are not intended to alter, amend, or rescind any current agreement or provision of Federal law now in effect. Any provision of this MOU, which conflicts with Federal law, will be null and void.

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1950

- 38) This MOU does not confer any rights or benefits on any third party.
- 39) This Agreement may be amended at any time by mutual written consent of all Parties.
- 40) Should any provision of this MOU be construed or deemed invalid or unenforceable, by reason of the operation of any law or be reason of the interpretation placed thereon by any court, this MOU shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative. The invalidity of such provision shall not affect the validity of any remaining provision hereof and all other provisions hereof which are otherwise lawful and valid shall remain in full force or effect.
- 41) The undersigned agree that their agency/department will participate in the Financial Crimes Task Force, and agrees that their agency/department will abide by the policies set forth herein this agreement.

MODIFICATIONS

- 42) This memorandum of understanding may not be modified, except by addendum with written consent of all involved agencies/departments. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing in an addendum and signed by an authorized representative of each participating agency/department.

Printed Name: Date:
 Title:
 Agency/Department: Suffolk County Police Department

Printed Name: Charles R. Pine Date:
 Title: Special Agent in Charge
 Field Office: New York
 Agency/Department: Internal Revenue Service, Criminal Investigation

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**AGREEMENT BETWEEN TREASURY LAW ENFORCEMENT AGENCIES
and
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES
FOR THE REIMBURSEMENT OF EXPENSES**

This agreement is entered into by the Suffolk County Police Department and Internal Revenue Service, Criminal Investigation, for the purpose of receiving reimbursable costs incurred by the Suffolk County Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the Treasury law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and terminates on the last day of the current Fiscal Year. Agreements are required on a Fiscal Year basis and must be renewed, if appropriate, by September 30th of each Fiscal Year for the following Fiscal Year.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Treasury law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the Suffolk County Police Department and the Criminal Investigation, Internal Revenue Service, for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

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IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

The Name of this Task Force is Operation STEPP(Suffolk-Treasury Enhanced Prosecution Program)

Projected Dates of Remaining Operation: 10/01/2011 to 09/30/2012.

V. CONDITIONS AND PROCEDURES

A. Assignment of Suffolk County Police Department Officers

To the maximum extent possible, Suffolk County Police Department shall assign dedicated officer(s) to the Task Force/Joint Operations.

The Suffolk County Police Department shall provide the Criminal Investigation, Internal Revenue Service, with the names, titles, badge or ID numbers of the officer(s) assigned to the Task Force/joint Operation in an attachment to this agreement.

B. Requests for Reimbursement of Overtime Expenses

1. The Suffolk County Police Department may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force/Operation with the Criminal Investigation, Internal Revenue Service, for the purpose of conducting official Treasury investigations.
2. The Suffolk County Police Department shall provide the Criminal Investigation, Internal Revenue Service, within 10 days of the signing of this agreement, a mandatory ACH Vendor Payment Enrollment Form for Electronic Funds Transfer.
3. Invoices submitted for the payment of overtime to Suffolk County Police Department officer(s) shall be submitted on the agency's letterhead. The invoice shall be signed by an authorized representative of that agency.
4. The Suffolk County Police Department will submit all requests for reimbursable payments together with appropriate documentation to the Criminal Investigation, Internal Revenue Service, , ATTN: Gerard Sullivan, Supervisory Special Agent, 1180 Veterans Memorial Hwy., Hauppauge, NY 11788 who can be reached at 631-851-4901).

The Suffolk County Police Department shall certify that the request is for overtime expenses incurred by the Suffolk County Police Department for Participation with a joint operation conducted with the Criminal Investigation, Internal Revenue Service. The Suffolk County Police Department shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating with the task force/joint operation.

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The Suffolk County Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force/joint operation and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the Suffolk County Police Department must be approved and certified by the Criminal Investigation, Internal Revenue Service. The Treasury law enforcement agency shall countersign the invoices for payment.
6. All requests for reimbursement of costs are to be received by Criminal Investigation, Internal Revenue Service no later than 15 days after the previous month end. These requests for reimbursement are to be for a full month time period, from the first day to the last day of the month. *There should not be invoices covering only part of the month, as in 1/10/04 – 1/25/04.*
7. The Suffolk County Police Department is limited to a maximum reimbursement for all overtime expenses in connection with this operation of \$80,000 per year under this agreement. By statute, no single officer may earn more than \$15,000.00 per fiscal year in overtime regardless of the number of agreements he/she is authorized on. Travel and related expenses should not exceed a maximum of \$10,000 for this task force/joint operation for the Fiscal Year period.
8. The total dollar value of this agreement may be adjusted at anytime by Criminal Investigation, Internal Revenue Service based upon the following:
 - A) The Criminal Investigation, Internal Revenue Service may modify the total dollar obligation, resulting in an increase or decrease, if they determine that the original obligated amount is not commensurate with the rate of reimbursable requests, based on their analysis of submitted reimbursement requests.
 - B) The adjustments to the total dollar value of this agreement may result in a partial and/or total reduction of reimbursement funds requested. Any modification made to an authorized agreement will be documented in writing and immediately provided to the impacted state and local agency.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by the Criminal Investigation, Internal Revenue Service, Department of the Treasury, Office of Inspector General, the General Accounting Office, and other government designated auditors. The Suffolk County Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

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D. REVISIONS

The terms of this agreement may be amended upon the written approval of both the Suffolk County Police Department and the Criminal Investigation, Internal Revenue Service. The revision becomes effective upon the date of approval.

E. NO PRIVATE RIGHT CREATED

This is an internal government agreement between a Treasury Law Enforcement Agency and the Suffolk County Police Department, a Local/County/State Law Enforcement Agency, and is not intended to confer any right or benefit to any private person or party.

Signature

Printed Name Title
Suffolk County Police Department

Date:

Signature

Printed Name Title
Chief Financial Officer
Suffolk County Police Department

Date:

Signature

Special Agent In Charge
Printed Name Title
Criminal Investigation
New York Field Office
Internal Revenue Service

Date:

Signature

Printed Name Title
Criminal Investigation
Internal Revenue Service
Washington, DC

Date:

Intro. Res. No. 1951-11

Laid on Table 11/22/11

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY (NYS OHS) IN THE AMOUNT OF \$103,905 FOR "OPERATION SHIELD" UNDER STATE HOMELAND SECURITY PROGRAM (SHSP) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE EAST END MARINE TASK FORCE, THE SUFFOLK COUNTY POLICE DEPARTMENT AND VARIOUS OTHER FEDERAL, STATE AND LOCAL AGENCIES, AND TO EXECUTE GRANT RELATED AGREEMENTS WITH 100% SUPPORT

WHEREAS, the New York State Office of Homeland Security has awarded the Suffolk County Sheriff's Office \$103,905 in funds under the SHSP grant program to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, the SHSP will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks; and

WHEREAS, this grant provides funding for a minimum of two operations, one in July and one in September; the Sheriff's Office will receive 100% grant funding in the amount of \$103,905; and

WHEREAS, the SHSP is slated to operate for the period beginning 11/01/2010 to 05/31/2012; and

WHEREAS, said funds have not been included in the 2011 Operating Budget; now, therefore be it

1st RESOLVED, that the County Executive and Sheriff are authorized to execute any Agreement with the State of New York, as necessary, to secure said grant funds; and be it further

2nd RESOLVED, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted grant funds in the amount of \$103,905 as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-SHF-4330 - Homeland Security Operation Shield	\$90,218.00
115-POL-4330 - Homeland Security Operation Shield	\$13,687.00

APPROPRIATION: Suffolk County Sheriff's Office
Homeland Security Operation Shield FY2011
001-SHF-3669

<u>1000- Personal Services</u>	<u>\$13,214</u>
1120-Overtime Salaries	\$13,214

<u>4000 Sub Contractor</u>	<u>\$73,760.00</u>
4980-	\$73,760.00

APPROPRIATION: Police Department (POL)
Homeland Security Operation Shield
001-POL-3670

<u>1000- Personal Services</u>	<u>\$11,160.00</u>
1120-Overtime Salaries	\$11,160.00

Employee Benefits
Retirement
001-EMP-9010

<u>8000- Employee Benefits</u>	<u>\$4,598</u>
8280- Employee Retirement System	\$4,598

Employee Benefits
Social Security
001-EMP-9030

<u>8000- Employee Benefits</u>	<u>\$1,173</u>
8330- Social Security	\$1,173

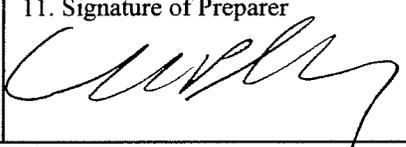
DATED:
APPROVED BY:

County Executive of Suffolk County

Date:

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation ACCEPTING AND APPROPRIATING FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY (NYS OHS) IN THE AMOUNT OF \$103,905 FOR "OPERATION SHIELD" UNDER STATE HOMELAND SECURITY PROGRAM (SHSP) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE EAST END MARINE TASK FORCE AND THE SUFFOLK COUNTY POLICE DEPARTMENT AND TO EXECUTE GRANT RELATED AGREEMENTS WITH 100% SUPPORT		
3. Purpose of Proposed Legislation -See number 2 above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	<u>Town</u>	Economic Impact
<u>Village</u>	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact. \$103,905 of grant money will be used to implement and carry out operation shield.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. n/a		
8. Proposed Source of Funding -NYS DHS SHSP Grant.		
9. Timing of Impact - FY 2011		
10. Typed Name & Title of Preparer Michael P. Sharkey Chief of Staff	11. Signature of Preparer 	12. Date: 10/05/11

Stephanie Rubino
Chief Executive Analyst
10/5/11

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1951

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.

Stephan Ruben
Chief Executive Analyst
 11/1/11

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COUNTY OF SUFFOLK



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OFFICE OF THE SHERIFF

VINCENT F. DEMARCO
SHERIFF

To: Ken Crannell, Deputy County Executive
From: Michael P. Sharkey, Chief of Staff *MPS*
Date: 10/11/11
Re: N.Y.S. Office of Homeland Security, State Homeland Security
 Program (SHSP) FY2011 "Operation Shield" with 100% Support

As you are aware, the New York State Office of Homeland Security has made \$103,905 in funds available to Suffolk County through the State Homeland Security Program (SHSP) with 100% support to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force, Suffolk County Police Department and various other Federal, State and local agencies. The SHSP will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks. This grant provides funding for a minimum of two operations, one in July and one in September. The operational period of this grant is from November 1, 2010 through May 31, 2012.

An e-mail version of the resolution was sent to CE RESO REVIEW, saved under the title "Reso-Sheriff - N.Y.S. Office of Homeland Security 2011 "Operation Shield".

We request that this resolution be laid on the table at your earliest convenience. Thank you for your consideration in reviewing this draft resolution.

MPS/dlh

cc: Christopher Kent, Chief Deputy County Executive

Att.

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Intro Res. No.- 2011

LOT 11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING 100% GRANT FUNDING FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE CONTINUATION OF SERVICES PROVIDED UNDER THE COMMUNITY SOLUTIONS FOR TRANSPORTATION PROJECT 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 designated the Suffolk County Department of Social Services as the recipient of 100% Federal Funding in the amount of \$96,234 to continue the Community Solutions for Transportation Project (CST10) to provide transportation services to TANF and Safety Net families and Non-temporary assistance recipients (NTA) who are employed and eligible under the 200% of poverty guidelines; and

WHEREAS, there are unspent funds from the Community Solutions for Transportation Project (CST10) allocation in the amount of \$27,935 that are still available for use through June 30, 2012; and

WHEREAS, the purpose of the grant is to provide funds to enable TANF, SN-MOE and NTA families to secure and maintain employment where alternate means of transportation are unavailable; and

WHEREAS, the New York State Office of Temporary Disability Assistance has previously approved the grant proposal developed in collaboration with the Education and Assistance Corporation (EAC) as the provider of the Community Solutions for Transportation Project, and

WHEREAS, EAC will assess an individual's transportation needs and develop a plan which will enable the individual to secure new employment or continue existing employment thereby promoting self-sufficiency and financial independence; 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 are hereby authorized to accept the following funds:

REVENUES:

001-4610 FEDERAL AID: Administration \$27,935

and be it further

2nd RESOLVED, that total funds in the amount of \$27,935 be and are hereby appropriated as follows:

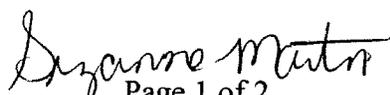
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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>X</u> Local Law Charter Law		
2. Title of Proposed Legislation		
"ACCEPTING AND APPROPRIATING 100% GRANT FUNDING FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE CONTINUATION OF SERVICES PROVIDED UNDER THE COMMUNITY SOLUTIONS FOR TRANSPORTATION PROJECT AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT."		
3. Purpose of Proposed Legislation		
The purpose of the legislation is to provide funds to enable TANF and SN-MOE recipients to access and/or maintain employment, child care and work preparation activities. Services will be provided by the Education and Assistance Corporation.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes No <u>X</u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political of other Subdivision.		
100% funded.		
8. Proposed Source of Funding.		
Federal Aid		
9. Timing of Impact.		
Immediate		
10. Typed Name & Title of Preparer Kenneth Knappe Principal Management Analyst	11. Signature of Preparer 	12. Date 10/19/11

SCIN FORM 175b (10/95)

Suzanne Martin
Sr. Budget Analyst


Page 1 of 2

10/31/11

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

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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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

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OCT 24 2011

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: October 19, 2011

Subject: **REQUEST FOR LEGISLATIVE RESOLUTION:**
Accepting 100% funding from the NYS OTDA for the Community Solutions for Transportation Project (Employment Shuttle)

I am requesting that the attached legislative resolution be submitted at the organizational meeting of the Suffolk County Legislature on November 9th, 2011:

“ACCEPTING AND APPROPRIATING 100% GRANT FUNDING FROM THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE CONTINUATION OF SERVICES PROVIDED UNDER THE COMMUNITY SOLUTIONS FOR TRANSPORTATION PROJECT 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 initially awarded Suffolk County Department of Social Services \$96,234 in Federal Funding for the Education and Assistance Corporation (EAC) to provide transportation services to TANF and Safety Net families in order to access and/or maintain employment, child care and work preparation activities under the Community Solutions for Transportation grant (CST10).

There are unspent funds from the CST10 allocation in the amount of \$27,935 that are still available for use through June 30, 2012.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), the grant approval letter from NYS and an OTDA communication extending the claiming period to June 30, 2012. If you have any questions, please contact Kenneth Knappe at 854-9939.

Thank you.

Enc.

cc : Christopher Kent, Chief Deputy County Executive
ec: CE Reso. Review Distribution List



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David A. Paterson
Governor

NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
40 NORTH PEARL STREET
ALBANY, NY 12243-0001

David A. Hansell
Commissioner

Local Commissioners Memorandum

Section 1

Transmittal:	09-LCM-08
To:	Local District Commissioners
Issuing Division/Office:	Center for Employment and Economic Supports
Date:	June 26, 2009
Subject:	Funding Available for Community Solutions for Transportation (CST)
Contact Person(s):	<p>Program Issues: Gloria Hessell (518) 473-2522 or GloriaA.Hessell@otda.state.ny.us</p> <p>Claiming Issues: Regions 1 through 4 – James Carroll at 1-800-343-8859, extension 4-7549 or directly at (518) 474-7549, or James.Carroll@otda.state.ny.us Region 5 – Michael Borenstein at (631) 854-9704 or Michael.Borenstein@otda.state.ny.us Region 6 – Marian Borenstein at (212) 961-8250 or Marian.Borenstein@otda.state.ny.us</p>
Attachments:	<p>Attachment 1 – CST 10 Allocations Attachment 2 – CST 10 Application Attachment 3 – CST 10 Program Work Plan Attachment 4 – CST 10 Baseline Budget Form Attachment 5 – CST 10 Claiming Instructions Attachment 6 – CST 10 Quarterly Reporting Form</p>
Attachment Available On – Line:	yes

Section 2

I. Purpose

The state fiscal year (SFY) 2009-10 budget included \$2.2 million to help local districts meet the transportation needs of Temporary Assistance for Needy Families (TANF)-eligible individuals who are employed or participating in other allowable activities. The purpose of this Local Commissioners Memorandum (LCM) is to notify eligible local districts of their Community

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Solutions for Transportation (CST) 10 allocation levels, to outline the rules regarding the use of these funds, and to describe the process to be followed to access these funds.

II. Background

Community Solutions for Transportation funding has been available to local social services districts for several years and has been an important part of local welfare-to-work efforts. The types of services offered through CST vary from county to county and reflect locally-identified transportation needs. Local districts have collaborated with other human services and transportation providers in the public and private sectors to address unmet transportation needs with the primary goal of enabling TANF-eligible individuals to obtain and/or retain employment. This year's funds are being allocated to each eligible district through this LCM. The process used to allocate CST 10 funds examined 200 percent of federal poverty level ("200%-of-poverty") population statistics and the unclaimed balances of prior years' CST allocations as a means of directing funds to those local districts most in need.

III. Program Components

A. Eligible Participants

CST 10 funds can be used to meet the transportation needs of two groups:

1. Family Assistance (FA) and Safety Net-Maintenance of Effort (MOE) recipients who are employed or participating in other allowable work activities; and
2. Non-public assistance (NPA)-recipients who are employed and are TANF-eligible under the 200%-of-poverty guidelines, pursuant to 00 LCM-20.

B. Eligible Activities and Services

CST funds may be used to provide transportation for TANF eligible individuals to and from employment or other allowable activities, as long as the transportation service does not constitute assistance, unless provided to people receiving TANF-funded Family Assistance. Districts are reminded that transportation costs for unemployed individuals not receiving TANF-funded Family Assistance including unemployed two-parent families and unemployed Safety Net Families, cannot be funded by CST, unless the transportation is for applicant job search or provided on a short-term, nonrecurring basis to meet a specific episode of need in accordance with 00 LCM-20 and the federal TANF regulations at 45 CFR §260.31. Such individuals are not eligible for TANF funded assistance.

The types of services that can be funded under CST 10 include, but are not limited to:

- Transit pass programs;
- Gas cards;
- Car donation/car loan programs;
- Car repairs and auto insurance;
- Vanpool and carpool programs;
- Modifications to public transportation, such the addition/extension of routes, realignment of service, increasing frequencies, changing days and hours of service; and

- Driver education/defensive driving courses.

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CST funds cannot be used for the following costs:

- Advertising costs, except for recruitment of personnel or procurement of scarce items;
- Capital expenditures for improvement or acquisition of facilities;
- Entertainment costs, including social activities or cost of alcoholic beverages;
- Organized fund raising;
- Attendance at conferences or meetings of professional organizations, unless attendance is necessary for CST project purposes; and,
- Preparation of continuation agreements and other proposal development costs.

IV. Allocation Levels

Allocations were based on each eligible district's share of the statewide total of households with income under 200% of the federal poverty level and that contained at least one minor child. Three tiers of base floor allocations were established by comparing each district's number of households below 200%-of-poverty against the statewide total. The basis of these thresholds is the state median (3,315) and average (12,680) number of households below 200%-of-poverty.

200%-of-Poverty Households	Base Floor Allocation Per District
Below 3,315	\$25,000
3,315 through 12,680	\$50,000
Above 12,680	\$75,000

After applying the floor amounts to the individual districts, the total amount allocated for CST 10 came to \$1.95 million. The remaining \$250,000 was distributed by applying the dollar amount to the percentage of the statewide total of under 200%-of-poverty households residing in each eligible district. This amount was then added to the floor amounts to arrive to the final CST 10 allocations listed in Attachment 1. Please note that local districts that have not claimed approximately 100% of their CST 7 (SFY 2006-07) allocations or districts that have not claimed at least 40% of their CST 8 (SFY 2007-08) allocations are not eligible for CST 10 funding.

V. Application Forms

A CST 10 Application (Attachment 2), Program Work Plan (Attachment 3) and Baseline Budget Form (Attachment 4) must be completed and returned to OTDA in order to access CST funds (see Section VII, Due Date and Forwarding Instructions). If two or more districts wish to combine their allocations as part of a regionalized transportation effort, a single application can be submitted by the designated district or by the transportation provider on behalf of the districts. Please note that eligibility for CST 10 funds is contingent on the submission of all outstanding CST activity reports.

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VI. Claiming and Reporting Instructions

Claiming instructions are included (Attachment 5). Local districts that plan to use a regional transportation authority for CST 10 services may request that OTDA redirect these funds to the NYS Department of Transportation for distribution to your provider.

The quarterly reporting form is included (Attachment 6). Local districts must report CST activities and services to OTDA on this form according to the following schedule:

Quarterly Reporting Period	Report Due Date
July 1, 2009 – September 30, 2009	October 12, 2009
October 1, 2009 – December 31, 2009	January 11, 2010
January 1, 2010 – March 31, 2010	April 12, 2010
April 1, 2010 – June 30, 2010	July 12, 2010

VII. Due Date and Forwarding Instructions

Applications must be received at OTDA by August 10, 2009. If no response is received from a given district, OTDA reserves the right to reallocate that district’s funding to other counties. Completed application packages may be e-mailed to Gloria Hessell at GloriaA.Hessell@OTDA.state.ny.us or mailed to her at:

NYS Office of Temporary and Disability Assistance
Center for Employment and Economic Supports
40 North Pearl Street, 9C
Albany, New York 12243-0001

Issued By

Name: Russell Sykes
Title: Deputy Commissioner
Division/Office: Center for Employment and Economic Supports



1952

NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
40 NORTH PEARL STREET
ALBANY, NEW YORK 12243-0001

David A. Paterson
Governor

September 8, 2009

Greg Blass
Commissioner
Suffolk County DSS
3085 Veterans Memorial Highway
Ronkonkoma, New York 11779

Dear Commissioner Blass:

I am pleased to inform you that your district's Community Solutions for Transportation (CST 10) plan has been approved. Enclosed is a copy of your approved CST 10 plan. Claiming instructions for CST 10 expenditures are outlined in 09-LCM-08. Program activity reports are due according to the following schedule:

Quarter	Time Period	Report Due
Quarter 1	7/1/09 – 9/30/09	10/12/09
Quarter 2	10/1/09 – 12/31/09	1/11/10
Quarter 3	1/1/10 – 3/31/10	4/12/10
Quarter 4	4/1/10 – 6/30/10	7/12/10

Please use the enclosed reporting form to report all CST services provided and outcomes achieved during the quarter, regardless of the CST funding year. Reports should be submitted electronically to Elise Relyea at Elise.Relyea@otda.state.ny.us.

If you have any questions, please call Elise at (518) 473-2530.

Sincerely,
Isl Russell Sykes
Russell Sykes
Deputy Commissioner
Center for Employment and Economic Supports

Enclosures

- cc: Kim Staab
- Thomas Grecco
- Paul Younger
- Donald Reed
- John Haley

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Community Solutions for Transportation (CST) 10 Allocations

County	Allocation Amount
Albany	\$ 58,101
Allegany	27,015
Broome	57,733
Cattaraugus	53,969
Cayuga	53,121
Chautauqua	56,571
Chemung	54,480
Chenango	27,107
Clinton	27,523
Columbia	27,044
Cortland	26,620
Delaware	27,080
Dutchess	56,422
Erie	106,964
Essex	26,303
Franklin	27,585
Fulton	53,281
Genesee	27,238
Greene	26,778
Hamilton	25,169
Jefferson	56,706
Lewis	26,388
Livingston	26,788
Madison	27,133
Montgomery	27,084
Niagara	57,386
Oneida	60,502
Onondaga	90,672
Ontario	53,121
Orange	60,317
Oswego	55,123
Otsego	27,321
Putnam	26,163
Rensselaer	54,423
Rockland	56,387
St. Lawrence	54,998
Saratoga	54,280
Schenectady	54,077
Schoharie	26,211
Seneca	26,406
Suffolk	96,234
Tioga	26,900
Ulster	54,885
Warren	27,277
Washington	27,115
Wayne	53,754
Westchester	93,830
Wyoming	26,357
Yates	26,058
Total Allocations	\$2,200,000

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LOT 11/22/11

Intro. Res. No. -2011

Introduced by the Presiding Officer on request of County Executive

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING \$172,908 IN 100% FEDERAL FUNDING UNDER THE SHELTER PLUS CARE GRANT RENEWAL PROGRAM FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING A CONTRACT WITH UNITED VETERANS BEACON HOUSE, INC.

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded a grant renewal in the amount of \$172,908 under the Shelter Plus Care Grant Program to the Suffolk County Department of Social Services for a homeless assistance initiative, the Beacon House III Project, sponsored by United Veteran Beacon House, Inc.; and

WHEREAS, in accordance with the terms of the grant renewal, the \$172,908 is pass-through funding which has been awarded to the Suffolk County Department of Social Services for the specific purpose of funding the Beacon House III Project ; and

WHEREAS, under the Beacon House III Project, United Veteran Beacon House, Inc., will develop approximately eight units of permanent supportive housing in Suffolk County for homeless individuals and families. The clients will receive support services such as ongoing case management, crisis intervention, alcohol/substance abuse treatment, mental health care, medical care and educational/vocational services; and

WHEREAS, there is a critical need in Suffolk County for permanent housing which will provide the ongoing support and the linkages to services needed by this hard-to-serve population; and

WHEREAS, it is in the best interest of Suffolk County to accept this HUD grant which will provide 100% funding for the Beacon House III Project for a period of one year; therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they are hereby authorized to accept the following funds:

<u>REVENUES:</u>	<u>\$172,908</u>
001-4610 Federal Aid: Administration	\$172,908

and be it further

2nd RESOLVED, that total funds in the amount of \$172,908, be and are hereby appropriated as follows:

ORGANIZATIONS:

\$172,908

Suffolk County Department of Social Services
Housing Services
001-DSS-6008

4900 – Contracted Services

\$172,908

4980 –HHI1 United Veteran Beacon House, Inc.

\$172,908

And be it further

3rd RESOLVED, that the County Executive and the Commissioner of Social Services be and are hereby authorized to execute a contract with United Veteran Beacon House, Inc., for the Beacon House III Project.

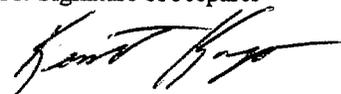
DATED: _____

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>X</u> Local Law Charter Law		
2. Title of Proposed Legislation ACCEPTING AND APPROPRIATING \$172,908 IN 100% FEDERAL FUNDING UNDER THE SHELTER PLUS CARE GRANT RENEWAL PROGRAM FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING A CONTRACT WITH UNITED VETERANS BEACON HOUSE, INC.		
3. Purpose of Proposed Legislation The purpose of this resolution is to accept United States Department of Housing and Urban Development (HUD) grant renewal funding in the amount of \$172,908 under the Shelter Plus Care Grant Program to the Suffolk County Department of Social Services for a homeless assistance initiative, the Beacon House III Project, sponsored by United Veteran Beacon House, Inc. The grant renewal is pass-through funding which has been awarded to the Suffolk County Department of Social Services for the specific purpose of funding the Beacon House III Project that will develop approximately eight units of permanent supportive housing in Suffolk County for homeless individuals and families.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes No <u>X</u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.		
7. Total Financial Cost of Funding over five Years on Each Affected Political of other Subdivision. 100% funded.		
8. Proposed Source of Funding. Federal Aid		
9. Timing of Impact. Immediate		
10. Typed Name & Title of Preparer Kenneth A. Knappe Principal Management Analyst	11. Signature of Preparer 	12. Date 10/19/11

Suzanne martin SR. Budget Analyst 10/13/11
Suzanne martin

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

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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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

OCT 24 2011

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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: October 19, 2011

SUBJECT: **REQUEST FOR A LEGISLATIVE RESOLUTION** – Pass-through Grant renewal from the United States Department of Housing and Urban Development (HUD)

ACCEPTING AND APPROPRIATING \$172,908 IN 100% FEDERAL FUNDING UNDER RENEWAL OF THE SHELTER PLUS CARE GRANT PROGRAM FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING A CONTRACT WITH UNITED VETERANS BEACON HOUSE, INC.

The purpose of this resolution is to accept \$172,908 in grant renewal funding from HUD and to authorize a contract which will pass that funding through to the grant's sponsor agency, United Veterans Beacon House, Inc. The purpose of the grant is to fund the development by United Veterans Beacon House of permanent supportive housing in Suffolk County for homeless individuals and families. There is a critical need in this County for this type of housing. A high percentage of individuals who are chronically or repeatedly homeless have multiple barriers to self-sufficiency and it is difficult to find placements for this population which offer the support and services they need. This grant will fund approximately eight units of housing and the accompanying case management and support services for a one year period beginning October 1, 2011.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), and related backup material. If you have any questions, please contact Kenneth A. Knappe at X 49939.

- Enc.
c: Christopher Kent, Chief Deputy County Executive
c: CE Reso. Review Distribution List

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U.S. Department of Housing and Urban Development
Office of Community Planning and Development
26 Federal Plaza
Suite 3513
New York, NY 10278

Grant Number: NY0738C2T031001
Project Name: NY-603 - REN - uvbh/spc
Total Award Amount: \$172,908
Number of Units: 8
Component: SRA
Recipient: Donald Reed
Official Contact Person and Title: Donald Reed, Acting Division Administrator
Telephone Number: (631) 854-9550
Fax Number: (631) 854-9500
E-mail Address: don.reed@suffolkcountyny.gov
EIN/Tax ID Number: 11-6000464
DUNS Number: 065949190
Effective Date: 10/1/2011
Project Location(s): Suffolk County, NY

2010 SHELTER PLUS CARE RENEWAL AGREEMENT

This Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the Recipient, which is described in section 1 of Exhibit 4.

This Agreement will be governed by Subtitle F of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the Act); the HUD Shelter Plus Care Program final rule codified at 24 CFR 582 ("the Rule"), which is attached hereto and made a part hereof as Exhibit 1, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the General Section of the NOFA, which was published June 11, 2010 at 75 FR 33323. The second part was the Continuum of Care Homeless Assistance Programs section of the NOFA, which is located at <http://www.hud.gov/offices/adm/grants/nofa10/grpcoc.cfm>. The terms "Grant" or "Grant Funds" mean the funds for rental assistance that are provided under this Agreement. The term "Application" means the application submission on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions (including the application submissions for grants being consolidated in this agreement). The Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Application and any provision contained herein, this Shelter Plus Care Agreement shall control.

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The following are attached hereto and made a part hereof:

- Exhibit 1 - The Shelter Plus Care Program Rule
- Exhibit 2 - for Tenant-based Rental Assistance
- Exhibit 3 - for Project-based Rental Assistance
- Exhibit 4 - for Sponsor-based Rental Assistance
- Exhibit 5 - for Section 8 Moderate Rehabilitation for Single Room Occupancy
- Exhibit 5A - Subgrant for the Administration of Rental Assistance (for SRO)

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement.

Recipient agrees to conduct an ongoing assessment of the rental assistance and supportive services required by the participants in the program; to assure the adequate provisions of supportive services to the participants in the program; to be responsible for overall administration of this grant, including overseeing any sub-recipients, contractors and subcontractors; and to comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants for program monitoring and evaluation purposes), as the Secretary may establish for purposes of carrying out the program in an effective and efficient manner.

The recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with S+C funds.

Recipient agrees to draw Grant Funds for and to make rental assistance payments on behalf of eligible program participants at least quarterly.

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Act, Rule, any material breach of the Agreement, failure to expend Grant Funds in a timely manner, or misrepresentations in the Application submissions that, if known by HUD, would have resulted in a grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities;
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (c) direct Recipient to establish and maintain a management plan that assigns responsibility for carrying out remedial actions;

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING 100% GRANT FUNDING IN THE AMOUNT OF \$59,862 AWARDED BY THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES FOR THE CONTINUATION OF THE HEALTH CARE JOBS 2 PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES

WHEREAS, the New York State Office of Temporary and Disability Assistance has designated Suffolk County as the recipient of Federal funding in the supplemental amount of \$59,862 to continue to provide temporary subsidized employment opportunities for TANF adults in the health care sector; and

WHEREAS, the Department of Social Services plans to designate these supplemental funds to the Department of Health Services to oversee the Health Care Jobs 2 Program; and

WHEREAS, subsidized employment can serve as an important component of any district's employment services by offering an effective placement for individuals lacking an adequate or demonstrated work history, who have other barriers to employment or when employment opportunities in the community are limited; and

WHEREAS, these subsidized employment opportunities may be provided for up to one year in jobs within the health care field, including community health outreach and educational positions; and

WHEREAS, this funding will also be utilized to provide case management and job placement and retention services to promote permanent employment; and

WHEREAS, the Suffolk County Department of Health Services will provide subsidized employment opportunities for TANF adults within the health care sector; and

WHEREAS, this program is 100% funded by federal funds; and

WHEREAS, it is in the best interest of Suffolk County to accept these supplemental funds for the Department of Health Services; now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept the following funds:

<u>REVENUES:</u>	Department of Social Services	<u>\$59,862</u>
001-4610	FEDERAL AID: Administration	\$59,862

and, be it further

2nd RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept funds in the amount of \$59,862 for the Department of Health Services be and they are hereby appropriated as follows:

ORGANIZATIONS: 59,862

Department of Health Services
Health Care Jobs 2 Program
001-HSV-4002

1000 – Personal Services	<u>\$51,276</u>
1100 – Permanent Salaries	\$8,437
1130 – Temporary Salaries	\$42,839

Employee Benefits
Social Security
001-EMP-9030

8000 – Employee Benefits	<u>\$8,221</u>
8330 – Social Security	\$8,221

Employee Benefits
MTA Tax
001-EMP-9035

8000 – Employee Benefits	<u>\$365</u>
8335 – MTA Tax	\$365

and, be it further

3rd RESOLVED, that the County Executive and the Commissioner of Social Services be and they hereby are authorized to execute a Memorandum of Understanding with the Commissioner of Health Services for the Health Care Jobs 2 Program.

DATED: _____

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval _____

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law Charter Law		
2. Title of Proposed Legislation TRANSFERRING 100% SUPPLEMENTAL GRANT FUNDING IN THE AMOUNT OF \$59,862 AWARDED BY THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FROM THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES FOR THE CONTINUATION OF THE HEALTH CARE JOBS 2 PROGRAM .		
3. Purpose of Proposed Legislation The purpose of this resolution is to transfer \$59,862 of supplemental federal funding from the Department of Social Services to the Department of Health Services to continue to provide temporary subsidized employment opportunities for TANF and Safety Net adults in health care jobs.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes No <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (specify):
Library District	Fire District	
6. If the answer to item 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% funded.		
8. Proposed Source of Funding. Federal Aid		
9. Timing of Impact. Immediate		
10. Typed Name & Title of Preparer Kenneth Knappe Principal Management Analyst	11. Signature of Preparer 	12. Date 10/12/11

SCIN FORM 175b (10/95)

Doranne MARTIN *Doranne martin* 10/13/11
 OR. Budget Analyst

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1954

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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

OCT 24 2011

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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: October 19, 2011

Subject: **REQUEST FOR LEGISLATIVE RESOLUTION:**
Transferring 100% Supplemental Grant Funding for a Health Care Jobs 2 Program

I am requesting that the attached legislative resolution be submitted to the Suffolk County Legislature:

“TRANSFERRING 100% SUPPLEMENTAL GRANT FUNDING IN THE AMOUNT OF \$59,862 AWARDED BY THE NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FROM THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES FOR THE CONTINUATION OF THE HEALTH CARE JOBS 2 PROGRAM”

The purpose of this resolution is to transfer \$59,862 of supplemental federal funding from the Department of Social Services to the Department of Health Services to provide temporary subsidized employment opportunities for TANF and Safety Net adults in the health care industry.

These subsidized employment opportunities may be provided for up to 18 weeks in jobs within the health care field, including community health outreach and educational positions. This funding will also be utilized by the Suffolk County Department of Health Services to provide job placement and retention services to promote permanent health care employment.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), and the allocation letter from the state.

Enc.

cc : Christopher Kent, Chief Deputy County Executive

ec: CE Reso. Review Distribution List



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**NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY
ASSISTANCE
40 NORTH PEARL STREET
ALBANY, NY 12243-0001
Andrew M. Cuomo
Governor**

Local Commissioners Memorandum

Section 1

Transmittal:	11-LCM-09
To:	Local District Commissioners
Issuing Division/Office:	Center for Employment and Economic Supports
Date:	August 24, 2011
Subject:	Supplemental Health Care Jobs 2 Program Allocations
Contact Person(s):	<u>Program Related Questions:</u> Kathryn Couser (518) 408-4972 e-mail at KathrynM.Couser@otda.state.ny.us or Employment Services Advisor
Attachments:	<u>Claiming Related Questions:</u> <u>Regions 1-5</u> - Edward Conway 1-800-343-8859, ext 4-7549, Edward.Conway@otda.state.ny.us <u>Region 6</u> - Michael Simon (212) 961-8250, Michael.Simon@otda.state.ny.us
Attachment Available On – Line:	Attachment A: <u>Allocations</u> Attachment B: <u>Budget Instructions</u> Attachment C: <u>Program Narrative Addendum</u> Attachment D: <u>Budget Form</u> Attachment E: <u>Budget Narrative</u> Yes

Section 2

I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to provide supplemental Health Care Jobs 2 program allocations to social services districts (districts) currently operating Health Care Jobs 2 programs (Erie, Monroe, Nassau, Onondaga, Suffolk, Westchester and New York City). This LCM also informs districts that the program period for the Health Care Jobs 2 program has been extended from September 30, 2011 to **June 30, 2012**.

II. Background

The Health Care Jobs 2 program provides funding to support subsidized employment opportunities of up to 40 hours per week for TANF-eligible adults. These subsidized employment opportunities may be provided for up to one year in jobs within the health care sector, including community health outreach and education positions. Participants also receive important case management and job retention services.

A total of \$2 million in federal TANF funds was previously made available to eligible districts by 10-LCM-16. An additional \$1,788,033 in unprogrammed TANF funding from the SFY 2009-10 State Budget is being made available to support supplemental Health Care Jobs 2 program allocations to eligible districts. Attachment A provides each eligible district's supplemental allocation made available through this memorandum and the total combined Health Care Jobs 2 allocation available to each eligible district.

III. Program Implications

A. Program Requirements

Districts should refer to 10-LCM-16 for information regarding participant eligibility and other requirements pertaining to the use of Health Care Jobs 2 funding. In all instances, priority for participating in the Health Care Jobs 2 program shall be given to TANF-eligible public assistance recipients. Districts are expected to target services to individuals with barriers to placement in unsubsidized employment including long term public assistance recipients, formerly incarcerated individuals and individuals with limited job skills or work histories.

B. Funding

The supplemental Health Care Jobs 2 program allocations are supported by \$1,788,033 in unprogrammed federal TANF funds. The allocations were calculated as follows: each eligible district's proportional share as compared to their SFY 2010-11 allocation. The supplemental and total combined Health Care Jobs 2 allocations are provided in Attachment A.

Districts must ensure that these funds are used for increased costs associated with operating a new or expanded subsidized employment program (including the continuation of services from the first year of the Health Care Jobs program.)

IV. Submission of Plans

Eligible districts that plan to use the supplement funding made available to continue services consistent with the SFY 10-11 Health Care Jobs 2 plan approved by OTDA must submit a plan narrative addendum (Attachment C) to reflect the total number of participants to be served, and the revised program period. In addition, districts must submit new budget forms (Attachment D) and budget narratives (Attachment E), using the templates provided with this LCM reflecting the new combined Health Care Jobs 2 and supplemental allocation (Total Allocation as identified on Attachment A). Access to the supplemental Health Care Jobs 2 allocation is contingent on OTDA's approval of the revised forms.

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Districts that intend to make changes to their approved Health Care Jobs 2 plan must submit a complete revised plan, including revised plan narrative (in lieu of a plan narrative addendum), budget forms and budget narrative forms to OTDA for review and approval. For example, a district that intends to use the supplemental allocation to target subsidized employment opportunities in a different field of the health care sector than those described in the approved plan or to support additional training opportunities to program participants must submit a revised plan narrative in addition to the revised budget and budget narrative forms. Districts that intend to make changes to their approved Health Care Jobs 2 plan should contact Kathy Couser to discuss the change and to request a revised plan narrative. Districts should refer to 10-LCM-16 for specific information regarding plan format, participant eligibility and program requirements.

Completed forms as described above must be submitted no later than **October 7, 2011** to be eligible for the supplemental Health Care Jobs 2 allocation. The supplemental allocation will be made available to eligible districts following OTDA's approval of completed forms/revised plan. Complete forms/revised plans should be e-mailed by **October 7, 2011** to Kathryn Couser at KathrynM.Couser@otda.state.ny.us or mailed to the following address:

Ms. Kathryn M. Couser
NYS Office of Temporary and Disability Assistance
Employment and Advancement Services Bureau
40 North Pearl Street, 11th floor
Albany, New York 12243-0001

The reimbursement of costs incurred under the Health Care Jobs 2 program continues to be contingent on OTDA's approval of the district's Health Care Jobs 2 plan.

V. Reporting Requirements

Districts will be required to report information on an individual basis using the format and reporting instructions provided by OTDA.

VI. Claiming Instructions

All expenditures against the second year Health Care Jobs 2 allocation should be claimed in accordance with the local social services district's Health Care Jobs 2 approved plan. Local districts may claim reimbursement for Health Care Jobs expenditures made from October 1, 2010 through **June 30, 2012**. In those instances where a district supported services with year one Health Care Jobs allocations through all or a portion of the October 1, 2010 through December 31, 2010 period, the district should adjust the Health Care Jobs 2 program period accordingly. For example, if a district relied on Health Care Jobs 1 funds through December 31, 2010, the district would submit a Health Care Jobs 2 program plan that has a program period of eighteen months (January 1, 2011 through June 30, 2012).

Final claims for Health Care Jobs 2 must be received by August 15, 2012.

The administrative and/or contracted costs associated with approved plans should be reported in the F-17 function (Other Reimbursable Programs) on the Schedule D, DSS Administrative Expenses Allocation and Distribution by Function and Program (LDSS-2347). These costs will carry forward to the Schedule D-17, Distribution of Allocated Costs to Other Reimbursable

Programs, (LDSS-3274), and be reported in a column labeled Health Care Jobs 2. These expenditures will be claimed on Form LDSS-3922, Reimbursement Claims for Special Projects. The LDSS-3922 project name box label should be entitled Health Care Jobs 2.

District staff not working fulltime on Health Care Jobs 2 program must be time studied and only those related costs should be charged to Health Care Jobs 2 program.

The LDSS-3922 for Health Care Jobs 2 should be submitted on a monthly basis to the Bureau of Financial Services using the TRACS system. Districts must retain the signed LDSS-3922 which supports the claims submitted via TRACS for audit purposes. Starting with October claims, it is anticipated that these claims will be submitted utilizing the new RF 17 package. Further instructions will be forthcoming. Instructions for completing the Schedule D-17 are found in the Fiscal Reference Manual (FRM) Volume 3 (Volume 4 for New York City), Chapter 18. Instructions for completing the LDSS-3922 are found in FRM, Volume 2, Chapter 3. The expenditures should be entered in the non-Administration/Administration Costs columns of the LDSS-3922 based on the guidelines below.

According to TANF regulations, costs considered to be program are:

- Direct costs, including salaries and fringe benefit costs for staff providing program services;
- Direct administrative costs associated with providing these services (e.g., supplies, equipment, travel, postage, utilities, rental costs, and maintenance); and,
- Contracts devoted entirely to program activities.

According to TANF regulations, administrative costs include:

- Contract costs that are not excluded totally or in part as program activities;
- All indirect or overhead costs (i. e., A-87 costs); and,
- Activities related to eligibility determinations.

See Chapter 10 of Volume 3 (Volume 4 for New York City) of the Fiscal Reference Manual for detailed information on TANF administrative expenditure requirements. The Fiscal Reference Manuals (FRM) are available at: <http://otda.state.nyenet/bfdm/>.

Under these guidelines, districts should enter their expenditures in the proper column of the LDSS-3922. Most of the activities incurred under this program should be reported in the Non-Administration Costs column. Overhead and A-87 costs should be entered in the Administration Costs column. Expenses should be reported on the appropriate lines of the LDSS-3922, with the amount of the actual work subsidy entered on line 12, Assistance Direct to Client.

Expenditures should be claimed at 100% Federal share up to the amount of the allocation.

Costs in excess of the allocation may be claimed on the Schedule D-3 Allocation and Claiming of Administrative Costs for Employment Programs (LDSS-2347-B1) as Direct Charge Costs (Line 7) under TANF Program (Column 2) for TANF eligible clients.

VII. System Implications

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As outlined in 10-LCM-16, districts (other than NYC) are encouraged to make full use of their local Welfare-To-Work Caseload Management System (WTWCMS) provider directory to document client involvement in this program. WTWCMS administrators should use the available statewide umbrella program funding source entitled "Transitional Employment" which displays as an active local program. Please refer to 10-LCM-16 for further information on system implications.

Issued By

Name: Russell Sykes

Title: Deputy Commissioner

Division/Office: Center for Employment and Economic Supports

Intro. Res. No. 1955-11

Laid on Table 11/22/11

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$4,000 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE GRANT (GTSC FFY2012) HIGHWAY SAFETY PROGRAM WITH 100% SUPPORT FOR SHERIFF'S TRAFFIC SAFETY INITIATIVE

WHEREAS, the New York State Governor's Traffic Safety Committee has made \$4,000 in funds available to Suffolk County for the (GTSC FFY2012) Helmet Distribution and Education Program to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, this program will provide helmets to young bicyclists and non-motorized wheeled sports enthusiasts, public information and education, to reduce and mitigate the number and severity of head injuries that result in serious injury or death; and

WHEREAS, the operational period of the program is from October 1, 2011 through September 30, 2012; and

WHEREAS, said grant funds have not been included in the 2011 and 2012 Suffolk County Operating Budgets; now, therefore be it

1st RESOLVED, that the County Executive and Sheriff are authorized to execute an agreement with the State of New York, as necessary, to secure said grant funds; and be it further

2nd RESOLVED, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted grant funds in the amount of \$4,000 as follows:

REVENUES: AMOUNT

001-SHF-4392 Federal Aid: Sheriff – Traffic Safety Initiative \$4,000

APPROPRIATION:

Suffolk County Sheriff's Office
Sheriff Traffic Safety Initiative
Helmet Distribution Program
001-SHF-3114

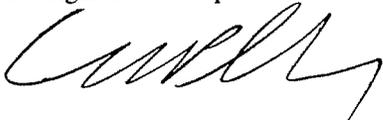
<u>3000-Supplies, Materials & Other Expenses</u>	<u>\$4,000</u>
3500-Other: Unclassified	\$4,000

DATED:

APPROVED BY:

1955

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation – Accepting and appropriating a grant in the amount of \$4,000 from the New York State Governor’s Traffic Safety Committee for the Helmet Distribution and Education Program in Suffolk County with 100% support.		
3. Purpose of Proposed Legislation –See number 2 above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact – The Sheriff’s Office FY 2012 Operating Budget will be modified to reflect an increase of \$4,000 in appropriation 001-SHF-3114 –3000 Supplies, Materials & Other Expenses, 3500-Other; Unclassified \$4,000 .		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. Not applicable.		
8. Proposed Source of Funding – New York State Governor’s Traffic Safety Committee Grant (GTSC FFY 2012) Helmet Distribution and Education Program with 100% support.		
9. Timing of Impact - 10/01/2011 through 09/30/2012		
10. Typed Name & Title of Preparer Michael P. Sharkey Chief of Staff	11. Signature of Preparer 	12. Date: 10/14/2011

02-018

COUNTY OF SUFFOLK

1955



OFFICE OF THE SHERIFF

VINCENT F. DEMARCO
SHERIFF

To: Ken Crannell, Deputy County Executive

From: Michael P. Sharkey, Chief of Staff

Date: 10/14/2011

Re: Local Grant program, Request for Legislation

The Sheriff's Office is a successful applicant for the New York State, Governor's Traffic Safety Committee [GTSC], Local Grant Program With 100% Support for Sheriff's Traffic Safety Initiative. The GTSC has made \$4,000 in funds (GTSC FFY2012) available for the Sheriff's Office Helmet Distribution and Education Program.

\$4,000 of grant money will be used to provide bicycle helmets, public information and education, designed to save lives. According to the National Traffic Safety Administration (NHTSA) 773 bicyclists were killed and an additional 44,000 were injured in traffic crashes during the year 2006. Despite the fact that nearly 70 percent of all fatal bicycle crashes involve head injuries, only about 23 percent of all bicyclists wear bicycle helmets. Universal bicycle helmets used by children 4 to 15 would prevent 39,000 to 45,000 head injuries annually. Suffolk County accounts for 7% of New York State's total population, however, pedestrians killed in Suffolk County account for nearly 11% of all pedestrians killed in New York State. Bicyclists killed make up 12% of the New York State total, which is almost twice as high as what should be expected based on population. Bicyclists injured in Suffolk made up 8% of the New York State total, and 32% of those bicyclists were not wearing helmets when they were injured.

According to the CDC, bicycle helmets are 85 % to 88 % effective in mitigating head and brain injuries, making the use of helmets the single most effective way to reduce head injuries and fatalities resulting from bicycle crashes. With that in mind, the Suffolk County Sheriff's Office will continue the helmet distribution and fitting program to ensure proper fitting and use of helmets for bicyclists, in-line skaters, non-motorized scooter riders and skateboarders. Our Office will continue to encourage the use of appropriate safety equipment to include knee pads, elbow pads, wrist guards, reflective equipment, clothing or vests through education. Bicycle rodeos will teach children the necessary survival skills when riding a bicycle in urban environments. The Sheriff's Office proposes through this program to educate the public and encourage the use of helmets while bicycling and engaged in wheel sports, thereby increasing compliance with the state and county helmet law. Grant funding will help to continue and carry out the Helmet Distribution and Education Program:

An e-mail version of the resolution was sent to CE RESO REVIEW, saved under the title, "Reso - Sheriff - GTSC Grant -Helmet Distribution and Education Program 2011".

Thank you for your consideration in reviewing this draft resolution.

MPS/dlh

cc: Christopher Kent, Chief Deputy County Executive

Att.

Introductory Resolution No. 1956-11 Laid on Table 11/22/11

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 SERRANO
0200-403.00-07.00-048.000

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 403.00, Block 07.00, Lot 048.000, 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 Building 10A, Unit 152 on the Condominium Map "Artist Lake" filed in the Office of the Suffolk County Clerk as Condominium Map No. 30; 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, ROBERT SERRANO has made application of said above described parcel and ROBERT SERRANO has paid the application fee and has paid \$12,136.49, 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 SERRANO, 152 Artist Lake Drive, Middle Island NY 11953, 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: _____

1956

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

October 20, 2011

Tax Map No.: 0200-403.00-07.00-048.000
Name of Last Legal Fee Owner: ROBERT SERRANO

TREASURER'S COMPUTATION..... \$9,728.64
Taxes.....2010/2011..... \$2,407.85
License/Storage Fee..... OPEN
Repairs..... OPEN
Miscellaneous Expenses..... OPEN

TOTAL..... \$12,136.49

Monies Received..... \$12,136.49

RESOLUTION AMOUNT..... \$12,136.49

APPROVED:

Karen A. Slater 10/21/11
Accounting
DB:lag

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0200	403.00	07.00	048.000

1956

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007/08	2855.90
2008/09	2981.16
2009/10	2912.60

2010/11 PROPERTY TAXES \$2,407.85 NOT INCLUDED IN COMPUTATION

TOTAL: 8749.66

B. INTEREST DUE	515.71
C. TOTAL	9265.37
D. 5% LINE C	463.27
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$9,728.64

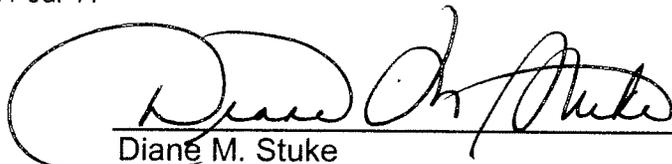
10/22/11

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.

01-Jul-11



Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to
and including 12/28/11

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution
Tax Map Number 0200-403.00-07.00-048.000

1956

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 No

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

<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> 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

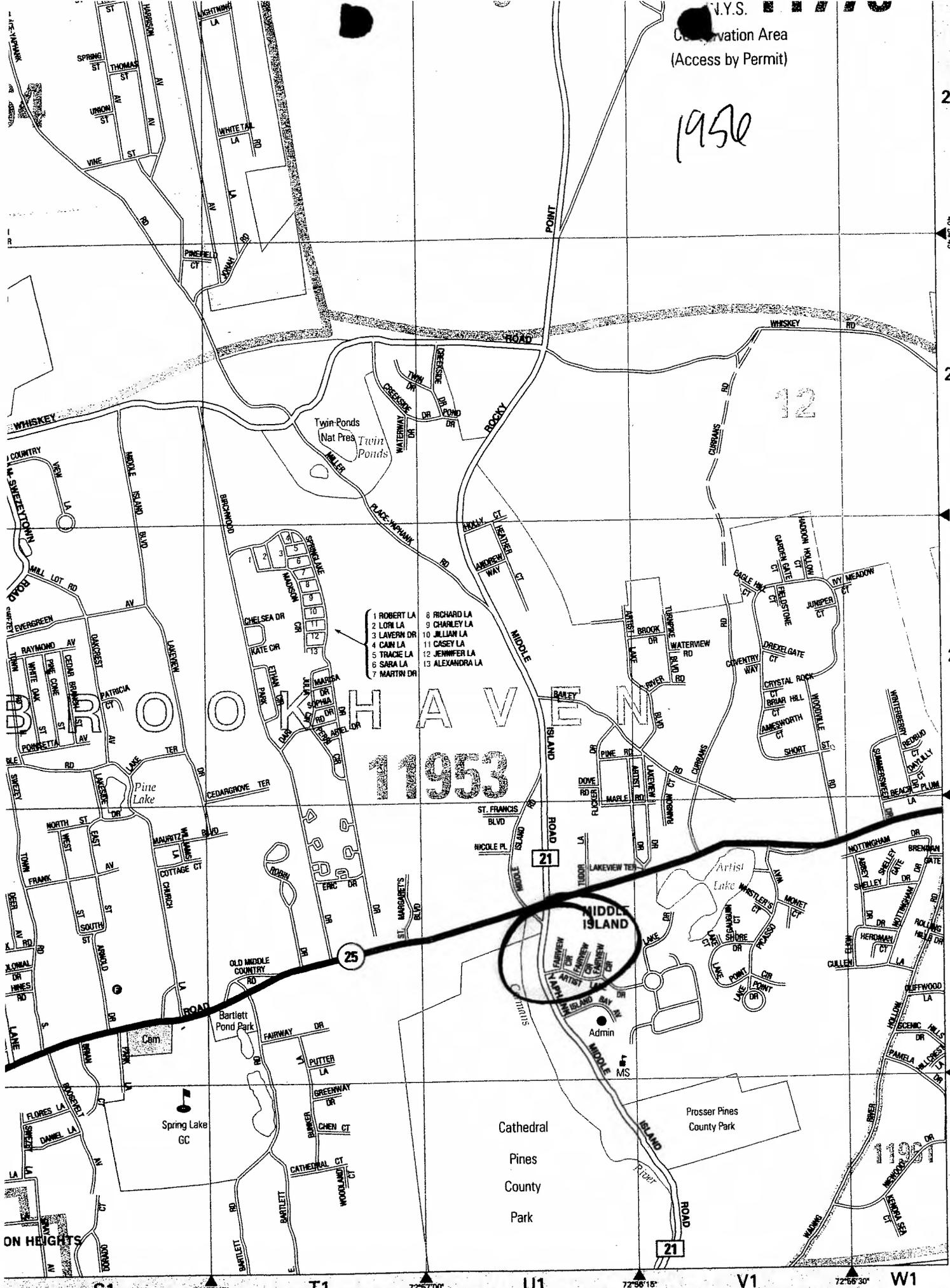
10/20/11

N.Y.S. Conservation Area
(Access by Permit)

1950

26
40°54'45"
25
40°54'00"
24
40°53'15"
23
40°52'30"
22

006 403-00-0722-418 0179
Johns Map 32



- 1 ROBERT LA
- 2 LORI LA
- 3 LAVERN DR
- 4 CARL LA
- 5 TRACE LA
- 6 SARA LA
- 7 MARTIN DR
- 8 RICHARD LA
- 9 CHARLEY LA
- 10 JULIAN LA
- 11 CASEY LA
- 12 JENNIFER LA
- 13 ALEXANDRA LA

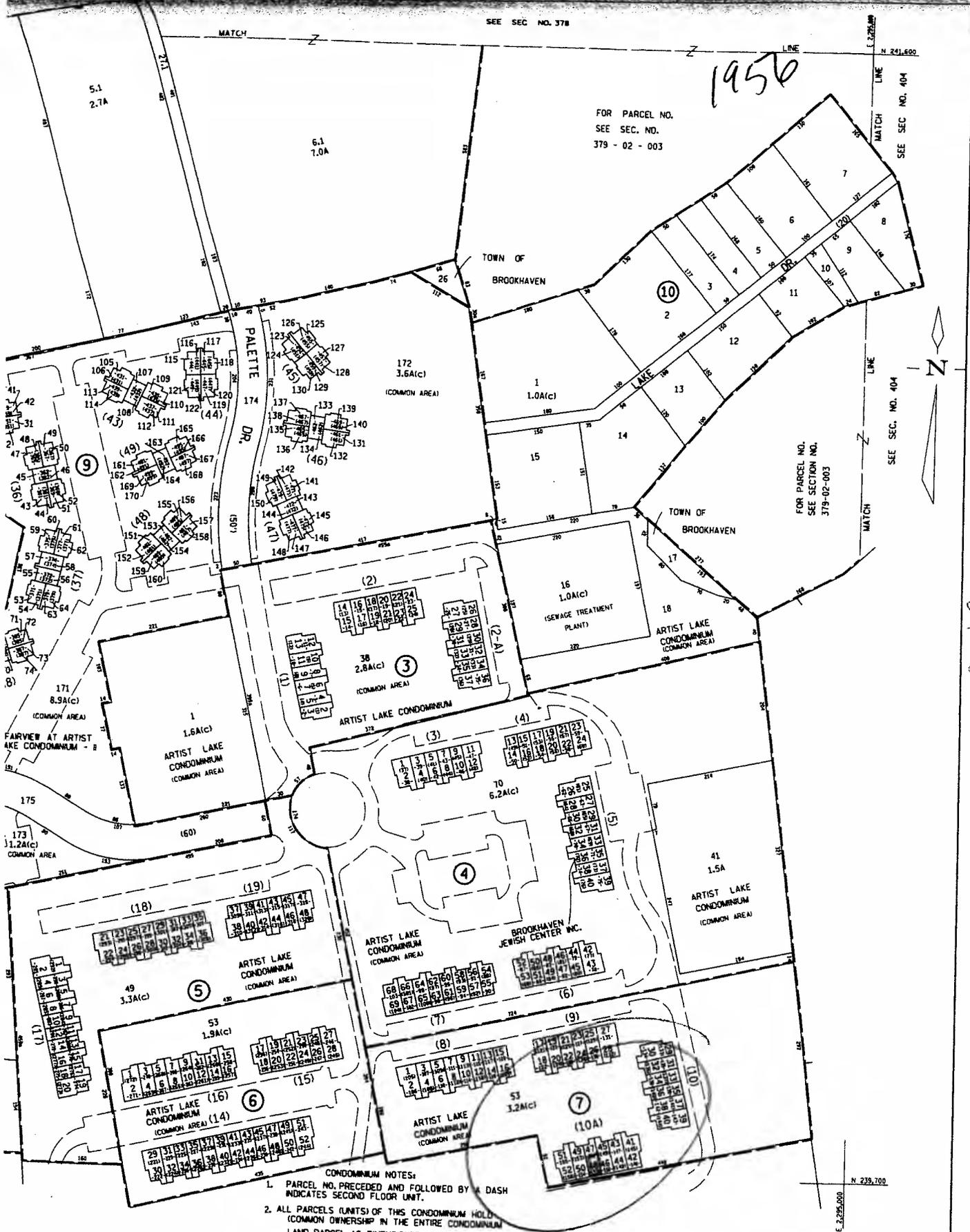
1953

MIDDLE ISLAND

Cathedral
Pines
County
Park

Prosser Pines
County Park

S1 T1 U1 V1 W1
72°57'45" 72°57'00" 72°56'15" 72°56'30"



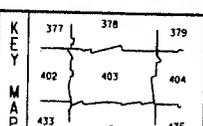
0200 403 00-07.00-048.000

CONDOMINIUM NOTES:
 1. PARCEL NO. PRECEDED AND FOLLOWED BY A DASH INDICATES SECOND FLOOR UNIT.
 2. ALL PARCELS (UNITS) OF THIS CONDOMINIUM HOLD COMMON OWNERSHIP IN THE ENTIRE CONDOMINIUM LAND PARCEL AS DIMENSIONED, NOT WITHSTANDING BLOCK LINE, BUILDING LINES OR UNITS LINES.

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:
 1" = 100'



TOWN OF **BROOKHAVEN**
 VILLAGE OF
 DISTRICT NO **0200**

SECTION NO
403
 PROPERTY MAP

COUNTY OF SUFFOLK



1956

OCT 24 2011

STEVE LEVY
COUNTY EXECUTIVE

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

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

October 21, 2011

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

Re: Tax Map No. 0200-403.00-07.00-048.000
ROBERT SERRANO

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)
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 Kubicko, Inventory

53

Introductory Resolution No. 1957-11 Laid on Table 11/22/11

Introduced by Presiding Officer Lindsay on request of County Executive

**RESOLUTION NO. -2011
AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTIES OWNED BY THE
COUNTY OF SUFFOLK IN PUBLIC USE PURSUANT TO SECTION 406, NEW
YORK STATE REAL PROPERTY LAW**

WHEREAS, the COUNTY OF SUFFOLK, a municipality of the State of New York, is the owner of certain property described by Tax Map Numbers, Tax Deed Information set forth in Exhibit "A" attached hereto and made a part hereof, situated in the Towns of Brookhaven, East Hampton, Shelter Island, Southampton and Southold; and

WHEREAS, the County of Suffolk has taken ownership of these properties by virtue of Suffolk County Tax Deed; and

WHEREAS, these properties have various title or location problems; or are underwater; and

WHEREAS, the County Board of Supervisors and Legislators in the past did pass legislation excepting similar parcels, many in the same File Maps for these same reasons; now, therefore, be it

1st RESOLVED, that the property as set forth in Exhibit "A" be held for general public use by the County of Suffolk subject to clearance of title and location problems can be resolved; and be it further

2nd RESOLVED, that said property be and it is hereby exempt from taxation pursuant to Section 406 of the New York State Real Property Tax Law; and be it further

3rd RESOLVED, that the assessors of the Towns of Brookhaven, East Hampton, Shelter Island, Southampton and Southold and any other assessors having jurisdiction thereof, mark the assessment rolls to carry as exempt the said property held in public use by the County of Suffolk pursuant to Section 406 of the New York State Real Property Tax Law.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

GENERAL PURPOSES

	A	B	C	D	E	F	G	H	I
	S.C. Tax Map Number	acreage	Rationale	liber	page	certificate	acquired date	Total investment	2011 taxes
1	0200 28200 0600 035000	0.134	overlay	12341	445	500087	02-Sep-04	\$1,010.74	\$119.87
2	0200 28200 0600 037000	0.134	overlay	12341	445	500090	02-Sep-04	\$1,010.74	\$119.87
3	0200 28200 0600 038000	0.134	overlay	11916	755	500044	14-Sep-98	\$1,812.88	\$179.80
4	0200 28200 0700 022001	0.134	overlay	12341	445	500091	02-Sep-04	\$1,363.93	\$164.80
5	0200 28200 0400 009002	0.142	overlay	12341	445	500085	02-Sep-04	\$657.54	\$74.92
6	0200 31200 0400 026001	0.138	overlay	12341	445	500084	02-Sep-04	\$892.98	\$104.87
7	0200 31200 0400 028001	0.276	overlay	12341	445	500081	02-Sep-04	\$775.33	\$89.91
8	0200 31200 0400 040000	0.14	overlay	12341	445	500082	02-Sep-04	\$1,010.74	\$119.87
9	0200 31200 0400 041000	0.137	overlay	12341	445	500083	02-Sep-04	\$892.98	\$104.87
10	0200 31200 0500 009001	0.14	overlay	12341	445	500080	02-Sep-04	\$539.80	\$59.93
11	0200 31200 0500 011001	0.14	overlay	12341	445	500079	02-Sep-04	\$657.54	\$74.92
12	0200 31200 0500 012001	0.14	overlay	12341	445	500077	02-Sep-04	\$615.64	\$74.92
13	0200 31200 0500 013001	0.14	overlay	11782	181	500079	11-Jul-96	\$2,162.48	\$179.80
14	0200 31200 0500 023000	0.14	overlay	12341	445	500078	02-Sep-04	\$657.54	\$74.92
15	0200 37000 0600 013000	0.144	overlay	11731	977	503091	06-Jul-95	\$2,014.68	\$192.61

PREPARED BY: WAYNE THOMPSON

GENERAL PURPOSES

	A	B	C	D	E	F	G	H	I
1	S.C. Tax Map Number	acreage	Rationale	liber	page	certificate	acquired date	Total Investment	2011 taxes
19	0200 37000 0600 021001	0.11	overlay	12102	255	502150	13-Feb-01	\$1,944.92	\$176.55
20	0200 37000 0600 028000	0.14	overlay	12605	51	503387	04-Nov-09	\$1,019.37	\$138.57
21	0200 37100 0100 019000	0.09	overlay	11689	213	503898	11-Aug-94	\$1,591.77	\$128.42
22	0200 37600 0200 035000	0.69	overlay	11689	213	500953*	11-Aug-94	\$12,454.45	\$963.17
23	0200 39400 0300 065000	0.11	overlay	12129	300	502009	12-Jul-01	\$4,089.52	\$481.51
24	0200 39400 0300 066000	0.25	overlay	12129	300	502010	12-Jul-01	\$10,120.49	\$1,203.78
25	0200 39400 0300 067000	0.09	overlay	12129	300	502008	12-Jul-01	\$3,285.36	\$365.22
26	0200 39500 0800 034000	0.09	overlay	11782	181	502169	11-Jul-96	\$1,503.63	\$128.42
27	0200 39600 0100 026000	0.14	overlay	11731	977	503087	06-Jul-95	\$2,014.68	\$192.61
28	0200 39600 0100 033000	0.23	overlay	12605	51	503384	04-Nov-09	\$1,653.07	\$230.95
29	0200 40100 0200 035000	0.75	overlay	11782	181	500466	11-Jul-96	\$9,903.13	\$834.72
30	0200 57400 0300 014001	1.02	overlay	9171	270	3792*	21-Apr-82	\$5,260.06	\$310.92
31	0200 59200 0700 005000	0.04	overlay	9791	54	13710	15-May-85	\$554.39	\$31.10
32	0200 59200 0700 009000	0.28	overlay	10872	454	502370	09-Jun-89	\$2,640.67	\$185.53
33	0200 59200 0700 030000	0.09	overlay	10872	454	502371	09-Jun-89	\$907.35	\$62.18
34	0200 59200 0700 040000	0.23	overlay	10872	454	502372	09-Jun-89	\$2,186.61	\$155.44
35	0200 59200 0700 041000	0.23	overlay	10872	454	502373	09-Jun-89	\$2,186.61	\$155.44

PREPARED BY: WAYNE THOMPSON

GENERAL PURPOSES

	A	B	C	D	E	F	G	H	I
1	S.C. Tax Map Number	acreage	Rationale	liber	page	certificate	acquired date	Total investment	2011 taxes
36	0200 59200 0700 046000	0.16	overlay	9546	297	12813	17-Apr-84	\$1,026.77	\$62.18
37	0200 59200 0700 056000	0.23	overlay	9546	297	*	17-Apr-84	\$2,483.19	\$156.70
38	0200 59200 0700 063000	0.44	overlay	9546	297	12816*	17-Apr-84	\$12,450.78	\$808.24
39	0200 63700 0300 012000	0.11	overlay	11689	213	501405*	11-Aug-94	\$1,913.17	\$156.00
40	0200 65700 0300 060000	0.16	overlay	11649	338	501416	25-Oct-93	\$7,275.13	\$626.70
41	0200 65700 0300 061000	0.28	overlay	11649	338	501415	25-Oct-93	\$6,374.34	\$548.38
42	0200 65700 0300 062000	0.04	overlay	11649	338	501414	25-Oct-93	\$969.66	\$78.34
43	0200 65700 0300 063000	0.18	overlay	11649	338	501413	25-Oct-93	\$1,870.40	\$156.68
44	0200 65700 0300 065000	0.23	overlay	11649	338	501412	25-Oct-93	\$3,672.10	\$313.36
45	0200 65700 0300 066000	0.6	overlay	11649	338	501411	25-Oct-93	\$7,275.13	\$626.70
46	0200 80800 0200 023000	0.2	overlay	12239	108	500686*	07-Mar-03	\$11,724.28	\$1,441.41
47	0200 80800 0200 024000	0.1	overlay	12239	108	500685*	07-Mar-03	\$5,661.12	\$689.39
48	0200 90100 0100 049000	0.17	overlay	10014	160	7901	10-Apr-86	\$0.00	\$0.00
49	0200 96100 0200 040000	0.06	overlay	9171	295	6707	21-Apr-82	\$1,250.65	\$73.87
50	0300 25000 0100 006000	2.5	unlocatable	11965	946	500203	28-May-99	\$2,965.60	\$256.78
51	0300 25000 0100 008000	5	unlocatable	11965	946	500204	28-May-99	\$5,874.92	\$513.52
52	0300 25000 0200 016000	8	unlocatable	11965	946	500205	28-May-99	\$10,199.67	\$821.62

PREPARED BY: WAYNE THOMPSON

GENERAL PURPOSES

	A	B	C	D	E	F	G	H	I
1	S.C. Tax Map Number	acreage	Rationale	liber	page	certificate	acquired date	Total investment	2011 taxes
53	0503 00400 0200 071000	0.12	Underwater	11828	16	1628	30-Apr-97	\$35,928.12	\$0.00
54	0900 00000 0000 000200	2	unlocatable	8959	380	839*	11-Feb-81	\$0.00	\$165.86
55	0900 00000 0000 000574	0.17	unlocatable	11470	239	500900	21-May-92	\$97.60	\$0.00
56	0900 00000 0000 000581	0.5	unlocatable	11470	239	500934	21-May-92	\$160.81	\$0.00
57	0900 00000 0000 000582	0.14	unlocatable	11470	239	500951	21-May-92	\$87.89	\$0.00
58	0900 00000 0000 000583	0.23	unlocatable	11470	239	500981	21-May-92	\$98.28	\$0.00
59	0900 00000 0000 000584	0.23	unlocatable	11470	239	500987	21-May-92	\$108.44	\$0.00
60	0900 00000 0000 000585	0.5	unlocatable	11470	239	500988	21-May-92	\$160.85	\$0.00
61	0900 00000 0000 000586	0.23	unlocatable	11470	239	501006	21-May-92	\$95.19	\$0.00
62	0900 00000 0000 000587	0.09	unlocatable	11470	239	501033*	21-May-92	\$172.82	\$0.00
63	0900 00000 0000 000588	0.04	unlocatable	11470	239	501050	21-May-92	\$70.90	\$0.00
64	0900 00000 0000 000589	1	unlocatable	11470	239	501053	21-May-92	\$341.10	\$0.00
65	0900 00000 0000 000591	18.87	unlocatable	11637	334	500578	22-Jul-93	\$1,909.88	\$0.00
66	0900 00000 0000 000592	5	unlocatable	11637	334	500580	22-Jul-93	\$530.06	\$0.00
67	0900 00000 0000 000593	15	unlocatable	11637	334	500581	22-Jul-93	\$1,449.96	\$0.00
68	0900 00000 0000 000596	9	unlocatable	11637	334	500766	22-Jul-93	\$683.36	\$0.00
69	0900 00000 0000 000597	0.23	unlocatable	11637	334	501079	22-Jul-93	\$124.87	\$0.00

PREPARED BY: WAYNE THOMPSON

GENERAL PURPOSES

	A	B	C	D	E	F	G	H	I
1	S.C. Tax Map Number	acreage	Rationale	lber	page	certificate	acquired date	Total investment	2011 taxes
70	0900 00000 0000 000598	0.23	unlocatable	11637	334	501080	22-Jul-93	\$124.87	\$0.00
71	0900 04500 0200 092001	1.3	overlay	12085	885	500573	21-Nov-00	\$21,330.85	\$2,449.82
72	0900 04500 0200 097000	0.09	overlay	12517	588	501258	10-Aug-07	\$2,467.57	\$255.56
73	0900 19300 0800 011000	0.69	overlay	12133	676	500479	02-Aug-01	\$1,167.08	\$80.50
74	0900 19300 0800 013000	0.41	overlay	12133	676	500478	02-Aug-01	\$785.72	\$48.94
75	1000 13300 0100 028001	51.95	oysterlots	12624	599	388	12-May-10	\$6,724.50	\$954.14
76		133.553						\$238,493.64	\$18,922.86

PREPARED BY: WAYNE THOMPSON

**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

3. Purpose of Proposed Legislation

Exemption of unsellable parcels

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

Tax saving of \$19,000+ yearly

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

County savings of \$100,000+

8. Proposed Source of Funding

Not applicable

9. Timing of Impact

2012

10. Name & Title of Preparer

Signature of Preparer

Date

Wayne R. Thompson

Real Property Management Supervisor

(Gen 21)

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

October 12, 2011

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

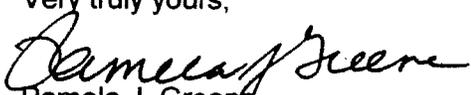
Re: **RESOLUTION NO. -2011 AUTHORIZING THE PLACEMENT OF CERTAIN PROPERTIES OWNED BY THE COUNTY OF SUFFOLK IN PUBLIC USE PURSUANT TO SECTION 406, NEW YORK STATE REAL PROPERTY LAW**

Dear Mr. Crannell:

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

Exemption of unsellable parcels.

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

Enc: Resolution + 1 copy
Summary Statement
Sponsor's Memo

Copy w/Resolution to:
Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Eric Naughton, Budget Director
CE Reso Review, via e-mail

Introductory Resolution No. 1958-11 Laid on Table 11/22/11

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 RIZZOTTO
0200-034.00-09.00-015.000

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 034.00, Block 09.00, Lot 015.000, and acquired by tax deed on August 06, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 22, 2011, in Liber 12669, at Page 18, and otherwise known and designated by the Town of Brookhaven, as Lots 9933 to 9937 Inclusive on a certain map entitled, "Fourth Map of North Shore Beach Section A", filed in the Office of the Clerk of the County of Suffolk on July 3, 1928 as Map No. 1015; 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 06, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 22, 2011 in Liber 12669 at Page 18.

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 RIZZOTTO has made application of said above described parcel and ROBERT RIZZOTTO has paid the application fee and has paid \$55,376.65, 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 RIZZOTTO, 58 Pearl Rd., P.O. Box 902, Rocky Point NY 11778, 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

1958

October 28, 2011

Tax Map No.: 0200-034.00-09.00-015.000

Name of Last Legal Fee Owner: ROBERT RIZZOTTO

TREASURER'S COMPUTATION.....	\$55,376.65
Taxes.....2010/2011.....	INCLUDED
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
<hr/>	
TOTAL.....	\$55,376.65
<hr/> <hr/>	
Monies Received.....	\$55,376.65
<hr/>	
<u>RESOLUTION AMOUNT</u>	\$55,376.65
<hr/> <hr/>	

APPROVED:

PREPARED BY:

Diane Bishop
Redemption Unit
(631)853-5932

Accounting
DB:lag

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1958

1. Type of Legislation

Resolution X
Tax Map Number 0200-034.00-09.00-015.000

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 _____ _____

1458

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 CULHANE
COMMISSIONER

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

Re: Tax Map No. 0200-034.00-09.00-015.000
ROBERT RIZZOTTO

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)
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

1959

Intro. Res. No. -2011
Introduced by Legislator Vilorio-Fisher

Laid on Table 11/22/11

**RESOLUTION NO. -2011, AUTHORIZING TRANSFER OF
SURPLUS COUNTY SERVERS TO WARD MELVILLE HIGH
SCHOOL COMPUTER REPAIR LAB**

WHEREAS, the Suffolk County Legislature has submitted to the Purchasing Department servers which have been declared surplus; and

WHEREAS, this equipment has been taken out of service because of obsolescent technology; and

WHEREAS, the Ward Melville High School Computer Repair Lab has requested the donation of two (2) servers 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 Legislature 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:	SERIAL NO:
Ward Melville Computer Repair Lab	0035772491
380 Old Town Road	0035772492
East Setauket, NY 11733-3400	
Contact Person: Linda Messina, Director	
Visual Arts and Career Development	
Mark Suesser, Instructor	
(631)730-4900	

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-servers-ward-melville-computer-repair-lab

1960

Intro. Res. No. -2011
Introduced by Legislator Cooper

Laid on Table 11/22/11

**RESOLUTION NO. -2011, DECLARING OCTOBER
"BULLYING PREVENTION AWARENESS MONTH" IN
SUFFOLK COUNTY**

WHEREAS, bullying is a long-standing problem among school-aged children in Suffolk County and throughout the nation; and

WHEREAS, bullying has received increased media attention, as several young victims of bullying have committed suicide in recent years; and

WHEREAS, bullying behavior has reached far beyond the classroom and extends into the home via the internet, commonly known as cyber-bullying; and

WHEREAS, the County of Suffolk has been a leader in the fight against bullying, enacting Resolution No. 663-2010, which criminalized the cyber-bullying of minors; and

WHEREAS, a national movement has developed to raise awareness of, and prevent, bullying behavior; and

WHEREAS, this movement has named October as national "Bullying Prevention Awareness Month"; and

WHEREAS, Suffolk County should also dedicate the month of October to raising awareness of and seeking to prevent bullying in its communities; now, therefore be it

1st RESOLVED, that beginning in 2012 and continuing every year thereafter, October shall be designated "Bullying Prevention Awareness Month" in the County of Suffolk, to increase public awareness of the problem of bullying and to encourage the prevention of bullying behavior; 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

L A I D O N T H E T A B L E N O V E M B E R 9 , 2 0 1 1
S P E C I A L M E E T I N G

1961. Refunding Bond Resolution of the County of Suffolk, New York, Adopted November 9, 2011, authorizing the refunding of certain outstanding serial bonds of said County, stating the plan of refunding, appropriating an amount not to exceed \$17,750,000 for such purpose, authorizing the issuance of not to exceed \$17,750,000 refunding bonds to finance said appropriation, and making certain other determinations relative thereto. (Co. Exec.) **ADOPTED WITH C/N ON 11/9/2011**
1962. Amending Resolution No. 1201-2010 in connection with the Suffolk County New Drinking Water Protection Program (effective December, 2007) – open space component - authorizing the acquisition for the Beechwood Moriches Building Corp. property - Forge River watershed addition (Town of Brookhaven). (Co. Exec.) **ADOPTED WITH C/N ON 11/9/2011**
1963. Adopting Local Law No. -2011, A Local Law authorizing the sale of the County's ownership interest in the Residual Trust established under the declaration and agreement of trust by and between the Wilmington Trust Company and Suffolk Tobacco Asset Securitization Corporation. (Pres. Off.) BUDGET & FINANCE/INFORMATION TECHNOLOGY
1964. Of the Legislature of the County of Suffolk, repealing its cents per gallon rate of sales and compensating use taxes on motor fuel and diesel motor fuel, thus restoring its percentage rate of such taxes, pursuant to the authority of Article 29 of the Tax Law of the State of New York. (Pres. Off.) BUDGET & FINANCE/INFORMATION TECHNOLOGY

1965

Intro. Res. No. -2011
Introduced by Legislator Viloría-Fisher

Laid on Table 11/22/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW
NO. -2011, A LOCAL LAW TO ELIMINATE PLANNING
COMMISSION VERBATIM MINUTES**

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 ELIMINATE PLANNING COMMISSION VERBATIM MINUTES**"; 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 ELIMINATE PLANNING COMMISSION
VERBATIM MINUTES**

**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 enacted a local law in 2001 requiring the Suffolk County Planning Commission to maintain verbatim minutes of all its meetings.

This Legislature finds that it is not necessary under New York's Open Meetings Law for any public body to maintain verbatim minutes of their meetings.

This Legislature further determines that there is no compelling rationale for the Planning Commission to maintain verbatim minutes of its meetings.

This Legislature also finds that tax dollars can be saved by eliminating the unnecessary requirement that the Planning Commission maintain verbatim minutes.

Therefore, the purpose of this law is to eliminate the requirement that the Planning Commission maintain verbatim minutes of its meetings.

Section 2. Repeal.

Subsection (B) of Section A14-2 of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby repealed.

Section 3. Applicability.

This law shall apply to the meetings of the Suffolk County Planning Commission 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:

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: NOVEMBER 14, 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 ELIMINATE PLANNING COMMISSION VERBATIM MINUTES

SPONSOR: LEGISLATOR VILORIA-FISHER

DATE OF RECEIPT BY COUNSEL: 11/4/2011 **PUBLIC HEARING:** 12/6/2011

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

This proposed local law would amend Section A14-2 of the SUFFOLK COUNTY ADMINISTRATIVE CODE to eliminate the requirement that the Suffolk County Planning Commission maintain verbatim minutes of its meetings.

This law will take effect upon its filing in the Office of the Secretary of State and apply to Commission meetings on or after that date.

A handwritten signature in black ink, appearing to read "George Nolan", is written over the printed name and title.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-eliminate-verbatim-minutes-planning-comm

1966

Intro. Res. No. -2011
Introduced by the Presiding Officer

Laid on Table 11/22/11

RESOLUTION NO. -2011, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED LIRR RONKONKOMA STATION PARKING LOT EXPANSION, TOWN OF ISLIP

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed LIRR Ronkonkoma Station Parking Lot Expansion, Town of Islip", pursuant to Section 6 of Local Law No. 22-1985 which project is to provide unpaved additional overflow parking to relieve the congestion within the Long Island Railroad Ronkonkoma Station southern parking area. The plan is to create 545 additional parking spaces adjacent to the existing parking lot; 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 October 19, 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 October 20, 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 LIRR Ronkonkoma Station Parking Lot Expansion, Town of Islip constitutes an unlisted action pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code, which project will not have significant adverse impacts on the environment for the following reasons:

- 1) The proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;
- 2) The proposed action will reduce traffic congestion on side streets and adjacent lots allowing traffic to move freely throughout the area;
- 3) The proposed action will include treed islands and pedestrian walkways to allow controlled safe movement of commuters through the site; and

- 4) Drainage will recharge onsite through percolation of the porous surface and grading towards the perimeter;

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-lirr-ronkonkoma-parking-lot-expansion

1967

Intro. Res. No. -2011
Introduced by Legislator Browning

Laid on Table 11/22/11

**RESOLUTION NO. -2011, TO AMEND THE COMPOSITON
OF THE SOBER HOME OVERSIGHT BOARD**

WHEREAS, Res. No. 603-2011 established the Sober Home Oversight Board to advise the Suffolk County Department of Social Services ("DSS") and the Department of Health Services' Division of Community Mental Hygiene Services ("DHS") on the rules and regulations regarding the implementation of the criteria contained in the Request For Qualifications ("RFQ") for sober home operators, as authorized by Resolution No. 805-2010, and to advise DSS and DHS on the oversight and enforcement of the requirements contained in the RFQ on sober home operators who are determined by the County to be qualified, responsible providers; and

WHEREAS, Outreach has notified the Chairperson of the Sober Home Oversight Board that they can no longer provide representation to this Board; and

WHEREAS, Phoenix House has indicated a willingness and desire to designate a representative to serve on this Board; now, therefore be it

1st RESOLVED, that the 2nd RESOLVED clause of Res. 603-2011 is hereby amended to read as follows:

2nd RESOLVED, that the oversight board shall consist of the following nineteen (19) members:

* * * * *

13.) a representative of [Outreach] Phoenix House;

* * * * *

and be it further

2nd RESOLVED, that all other terms and conditions of Res. No. 603-2011 shall remain in full force and effect; 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:

1968
Intro. Res. No. -2011
Introduced by Legislator Viloría-Fisher

Laid on Table 11/22/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW
NO. -2011, A LOCAL LAW TO PROTECT PUBLIC
SAFETY AT REPRODUCTIVE HEALTH CARE FACILITIES**

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 PROTECT PUBLIC SAFETY WHEN ACCESSING REPRODUCTIVE HEALTH CARE FACILITIES;**" 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 PROTECT PUBLIC SAFETY WHEN
ACCESSING REPRODUCTIVE HEALTH CARE FACILITIES**

**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 access to reproductive health services is a personal right protected under State and Federal law.

This Legislature also finds and determines that the right to express one's views and engage in peaceful demonstration is also a right protected under Federal and State law.

This Legislature further finds and determines that some individuals or groups exceed the bounds of their First Amendment right of expression by engaging in physical activities that prevent access to reproductive health care facilities or harass and intimidate individuals trying to access those facilities.

This Legislature finds that individuals seeking to access reproductive health care facilities and the operators of those facilities should be able to enter or exit a facility without interference.

This Legislature determines that Suffolk County wants to ensure that all parties' rights – for those seeking access to reproductive health care facilities and those engaging in protected speech near such facilities – are protected.

Therefore, the purpose of this law is to prohibit the obstruction of access to, or interference with the operation of, reproductive health care facilities.

Section 2. Definitions.

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

“PERSON” shall mean any natural person, individual, not-for-profit organization, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint-stock association or other entity or business organization of any kind.

“PREMISES OF A REPRODUCTIVE HEALTH CARE FACILITY” shall mean the driveway, entrance, entryway, or exit of a reproductive healthcare facility, the building in which such facility is located and any parking lot in which the facility has an ownership or leasehold interest.

“REPRODUCTIVE HEALTH CARE FACILITY” shall mean any building, structure or place, or any portion thereof, at which licensed, certified, or otherwise legally authorized persons provide health care services or health care counseling relating to the human reproductive system.

Section 3. Prohibitions.

- A. No person shall knowingly physically obstruct or block another person from entering into or exiting from the premises of a reproductive health care facility by physically striking, shoving, restraining, grabbing or otherwise subjecting a person to unwanted physical contact, or attempt to do the same.
- B. No person shall knowingly obstruct or block the premises of a reproductive health care facility, so as to impede access to or from the facility, or attempt to do the same.
- C. No person shall knowingly enter or remain on a public way or sidewalk adjacent to a reproductive health care facility within a radius of thirty-five feet of the premises of a reproductive health care facility.
- D. No person shall knowingly interfere with the operation of a reproductive health care facility, or attempt to do the same, by activities including, but not limited to, interfering with, or attempting to interfere with, medical procedures being performed at such facility or the delivery of goods to such facility.

Section 4. Penalties.

Any person who violates the provisions of this article shall be guilty of an unclassified misdemeanor punishable by a fine of up to \$1,000 and/or up to one year's imprisonment.

Section 5. Civil cause of action.

Where there has been a violation of Section 3 of this law, any person whose ability to access a reproductive health care facility has been interfered with, and any owner or operator of a reproductive health care facility or owner of a building in which such a facility is located, may bring a civil action in any court of competent jurisdiction for any of the following relief: (1) injunctive relief; (2) treble the amount of actual damages suffered as a result of such violation, including, where applicable, damages for pain and suffering, or damages in the amount of five thousand dollars, whichever is greater; and (3) attorneys' fees and costs.

Section 6. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

Section 7. Severability.

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

Section 8. SEQRA Determination.

This Legislature, being the 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 9. Effective Date.

This law shall take effect on the ninetieth (90th) day immediately subsequent to filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\laws\l-refile-safety-reproductive-healthcare-facilities

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)

1968

DATE: NOVEMBER 14, 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. 1370-2011; A LOCAL LAW TO PROTECT PUBLIC SAFETY AT REPRODUCTIVE HEALTH CARE FACILITIES

SPONSOR: LEGISLATOR VILORIA-FISHER

DATE OF RECEIPT BY COUNSEL: 11/10/201 PUBLIC HEARING: 12/6/2011

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would establish restrictions against persons obstructing or interfering with access to reproductive health care facilities¹. The following acts, or the attempt to commit same, will be prohibited:

1. Physically obstructing or blocking a person from exiting or entering the premises of a reproductive health care facility² by striking, shoving, restraining, grabbing or otherwise subjecting such person to unwanted physical contact;
2. Obstructing or blocking the premises of a reproductive health care facility so as to impede access to or from the facility;
3. Remaining on a public way or sidewalk adjacent to a reproductive health care facility within a thirty five foot radius of the premises of the facility; and
4. Interfering with the operation of a reproductive health care facility by interfering with medical procedures being performed or the delivery of goods to a facility.

Any person found in violation of this law will be guilty of an unclassified misdemeanor, punishable by a fine of up to one thousand dollars (\$1,000.00) and/or up to one year in prison.

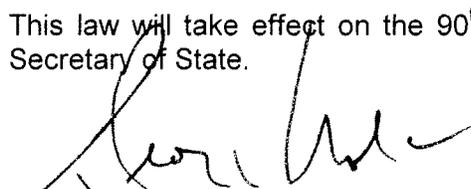
¹ "Reproductive Health Care Facility" is defined as "any building, structure or place, or any portion thereof, at which licensed, certified or otherwise legally authorized persons provide health care services or health care counseling relating to the human reproductive system."

² "Premises of a Reproductive Health Care Facility" is defined as "the driveway, entrance, entryway, or exit of a reproductive health care facility, the building in which such facility is located and any parking lot in which the facility has an ownership or leasehold interest."

This law would also create a civil cause of action for persons whose ability to access a reproductive health care facility was interfered with, including the owner and/or operator of a facility, against the guilty party in any court of competent jurisdiction. Plaintiffs in these cases may seek the following remedies:

1. Injunctive relief;
2. Triple the amount of actual damages suffered as a result of the violation of this law, including applicable damages for pain and suffering, or an award of five thousand dollars (\$5,000.00), whichever is greater; and
3. Attorney's fees and costs.

This law will take effect on the 90th day immediately subsequent to filing in the Office of the Secretary of State.



GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-refile-safety-reproductive healthcare-facilities

1969

Intro. Res. No. -2011

Laid on Table

11/22/11

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

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW
NO. -2011, A LOCAL LAW TO AMEND THE
SELECTION PROCESS FOR CERTAIN MEMBERS OF THE
PORTABLE FIRE EXTINGUISHING AND AUTOMATIC FIRE
EXTINGUISHING SYSTEMS LICENSING BOARD**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW TO AMEND THE SELECTION PROCESS FOR CERTAIN MEMBERS OF THE PORTABLE FIRE EXTINGUISHING AND AUTOMATIC FIRE EXTINGUISHING SYSTEMS LICENSING BOARD**"; 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 form as follows:

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

**A LOCAL LAW TO AMEND THE SELECTION PROCESS FOR CERTAIN
MEMBERS OF THE PORTABLE FIRE EXTINGUISHING AND AUTOMATIC FIRE
EXTINGUISHING SYSTEMS LICENSING BOARD**

**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 pursuant to Article III of Chapter 294 of the Suffolk County Code, a licensing board exists to investigate and ensure fitness of those who apply for licenses and certificates of registration to install and service portable and automatic fire extinguishing equipment.

This Legislature further finds that the National Association of Fire Equipment Distributors (NAFED) is the entity presently authorized to nominate two of the members of the licensing board and NAFED has withdrawn from its participation in the nomination process, so there is a need to institute a new selection process for these two members and it would be appropriate to establish a new competitive selection process.

Therefore, the purpose of this law is to amend the appointment process for two of the members of the Portable Fire Extinguishing and Automatic Fire Extinguishing Systems Licensing Board.

Section 2. Amendments.

Chapter 294 of the SUFFOLK COUNTY CODE is here by amended to read as follows:

**Chapter 294
Fire Prevention**

Article III

Servicing of Portable Fire Extinguishers and Automatic Fire Extinguishing Systems

§ 294-22. Licensing board.

- A. Board creation; purpose. There shall be a five-member board known as the "Portable Fire Extinguishing and Automatic Fire Extinguishing Systems Licensing Board." The Board shall be under the general supervision of the Department. Said Board shall evaluate the fitness of an applicant for a license to install or service portable fire extinguishers and automatic fire extinguishing systems and an applicant for a certificate of registration and shall investigate and report to the Commissioner on all proposed suspensions or revocations of licenses and certificates of registration as hereinafter provided. Said Board shall be composed of:
- (1) The designee of the Commissioner, who shall serve as Chair of the Board;
 - (2) The Suffolk County Chief Fire Marshall;
 - (3) One representative nominated by the Fire Marshall's Association of Suffolk County and confirmed and appointed by the Commissioner; and
 - (4) Two industry representatives [nominated by the National Association of Fire Equipment Distributors (NAFED) and confirmed] who shall be selected through submission of resumes, interview and appointment[ed] by the Commissioner.
- B. The three appointed members of the Board shall each serve for a [four]three-year term, and may be removed by the Board only for cause. However, for the industry representative appointments made to the Board in 2011, one shall be appointed for a term of three years and one shall be appointed for a term of two years.

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 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 judgment or order shall be rendered.

Section 5. SEQRA Determination.

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

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
___ Underline denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date

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: November 14, 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 AMEND THE SELECTION PROCESS FOR CERTAIN MEMBERS OF THE PORTABLE FIRE EXTINGUISHING AND AUTOMATIC FIRE EXTINGUISHING SYSTEMS LICENSING BOARD

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 11/14/11 PUBLIC HEARING: 12/6/11

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would amend Chapter 294 of the SUFFOLK COUNTY CODE to change the membership on the Portable Fire Extinguishing and Automatic Fire Extinguishing Systems Licensing Board. Presently, the National Association of Fire Equipment Distributors has two representatives on the Board, subject to the approval of the Commissioner of Fire, Rescue and Emergency Services. This local law will change these appointments to industry representatives, to be selected through the submission of resumes, interviews and appointment by the Commissioner.

This law will also shorten the term of membership for the appointed members of the Board from a four year term to a three year term. For the industry representative appointments made to the Board in 2011, one shall have a three year term and the other shall have a two year term.

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:

1970
Intro. Res. No. -2011
Introduced by Legislator Romaine

Laid on Table

11/22/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW
NO. -2011, A CHARTER LAW TO ENSURE
APPROPRIATE REPRESENTATION OF THE TEN TOWNS
ON THE SUFFOLK COUNTY PLANNING COMMISSION**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011 a proposed local law entitled, "**A CHARTER LAW TO ENSURE APPROPRIATE REPRESENTATION OF THE TEN TOWNS ON THE SUFFOLK COUNTY PLANNING COMMISSION**"; 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 ENSURE APPROPRIATE
REPRESENTATION OF THE TEN TOWNS ON THE SUFFOLK
COUNTY PLANNING COMMISSION**

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 Suffolk County Planning Commission makes important land use decisions which impact a wide range of issues throughout Suffolk County, including environmental protection, population density, transportation, public health and economic growth.

This Legislature also finds and determines that the Planning Commission has a member appointed from each of the ten towns in Suffolk County to ensure that all communities are adequately represented. The County Executive appoints the Commission members subject to Legislative approval.

This Legislature further finds that past County Executives generally appointed the town members of the Commission based on recommendations from the Town Supervisors.

This Legislature further finds and determines that, as the elected executive of a town government, Supervisors are in a unique position to understand the qualities and background necessary for a candidate to best represent their town on the Planning Commission.

This Legislature determines that the County Executive should solicit recommendations from a Supervisor when filling his or her town's vacancy on the Planning Commission.

Therefore, the purpose of this law is to require the County Executive to solicit a recommendation from town supervisors when filling their towns' vacancies on the Planning Commission.

Section 2. Amendment.

Section C14-3 of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

§ C14-3. Appointment of members of Planning Commission.

- A. The members of the Planning Commission shall be appointed by the County Executive with the approval of the County Legislature. Prior to appointing a member to fill a town vacancy on the Commission, the County Executive shall solicit a recommendation for such vacancy from that town's Supervisor. The County may accept or decline to appoint the person recommended by the Town Supervisor.

- B. Persons appointed by the County Executive to fill a town vacancy who have been recommended by their Town Supervisor shall require a simple majority vote of the County Legislature for confirmation. Persons appointed by the County Executive without the recommendation of their Town Supervisor shall require a two thirds vote of the County Legislature for confirmation.

Section 3. Applicability.

This law shall apply to Planning Commission vacancies 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 its 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\cl-planning commission

1970

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: NOVEMBER 17, 2011
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2011

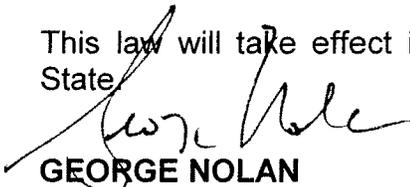
TITLE: I.R. NO. -2011; A CHARTER LAW TO ENSURE APPROPRIATE REPRESENTATION OF THE TEN TOWNS ON THE SUFFOLK COUNTY PLANNING COMMISSION
SPONSOR: LEGISLATOR ROMAINE

DATE OF RECEIPT BY COUNSEL: 11/17/11 **PUBLIC HEARING:** 12/6/11
DATE ADOPTED/NOT ADOPTED: _____ **CERTIFIED COPY RECEIVED:** _____

This proposed law would amend the Suffolk County Charter to change the process for appointing the members of the Suffolk County Planning Commission who represent the ten towns of Suffolk County.

Specifically, this law would require the County Executive to solicit a recommendation from a Town Supervisor when that towns' slot on the Planning Commission becomes vacant. The County Executive could ignore the Town Supervisor's recommendation, but the confirmation of any person nominated without such recommendation would require a two-thirds vote of the Legislature.

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


GEORGE NOLAN
Counsel to the Legislature

GN:mjk

s:\rule28\28-planning-commission

1971

Intro. Res. No. -2011
Introduced by Legislator Cooper

Laid on Table 11/22/2011

RESOLUTION NO. -2011, AUTHORIZING THE SUFFOLK COUNTY VANDERBILT MUSEUM AND PLANETARIUM TO USE COUNTY FUELING STATIONS FOR ITS TRAVELING EXHIBIT, "DISCOVERING THE UNIVERSE"

WHEREAS, on October 19, 2011, the Board of Trustees of the Suffolk County Vanderbilt Museum and Planetarium accepted the gift of a 37-foot Recreational Vehicle ("RV") from the American Museum of Natural History; and

WHEREAS, this RV houses the traveling exhibit, "Discovering the Universe," which allows a hands-on learning experience for students to discover the wonders of space through the use of light, telescopes, and the principals of physics; and

WHEREAS, the RV will be used by the Museum to provide an outreach educational program for schools that may not have the funds to transport students to the Planetarium for on-site educational programs; and

WHEREAS, the RV is too large to access the gas pump on the grounds of the Museum; and

WHEREAS, it is cost effective for the Museum to access County fueling facilities for the purchase of gas for this RV; and

WHEREAS, the Museum will retrofit the RV to conform to the County's Fuel Management Inventory Control System; and

WHEREAS, the Museum will reimburse the County for the cost of fuel used by the RV; now, therefore be it

1st RESOLVED, the Suffolk County Vanderbilt Museum and Planetarium is hereby authorized to purchase gasoline from County fueling facilities for its 37-foot RV, "Discovering the Universe," and to reimburse the County for the cost of fuel used by its RV; and be it further

2nd RESOLVED, that the Suffolk County Department of Public Works, Division of Fleet Management, is hereby authorized, empowered and directed to make alterations to the Museum's RV, bearing the VIN # 1FCNF53S0Y0A07735, so that it may access gasoline from County fueling facilities; and be it further

3rd RESOLVED, that the Suffolk Vanderbilt Museum and Planetarium is hereby directed to reimburse the County for the parts required to retrofit the RV bearing the VIN # 1FCNF53S0Y0A07735 to conform to the County's Fuel Management Inventory Control System; and be it further

4th RESOLVED, that the Suffolk Department of Public Works, Division of Fleet Management, is hereby authorized, directed and empowered to assign a vehicle inventory number to the vehicle bearing the VIN # 1FCNF53S0Y0A07735 for the purpose of charging the Museum for its fuel; 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-vanderbilt-use-county-gas-pumps

Intro. Res. No. 1972-11

Laid on Table 11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM BY ACCEPTING FEDERAL AND STATE AID AND APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF SPILLWAYS IN COUNTY PARKS – DAM #720, CRANBERRY BOG PRESERVE COUNTY PARK, RIVERHEAD (CP 7099)

WHEREAS, the United States Department of Homeland Security through the Federal Emergency Management Agency (FEMA) declared that Suffolk County is eligible to receive Federal disaster assistance under its Public Assistance Program as a result of damage sustained at Dam #720, Cranberry Bog Preserve County Park during March 13-31, 2010; and

WHEREAS, Dam #720, Cranberry Bog Preserve County Park was damaged by storm activity during March 13-31, 2010, and said storm activity was a Federal Emergency Management Agency (FEMA) declared disaster; and

WHEREAS, in order to bring Dam #720 back to pre-disaster conditions, the County needed to remove a 48" diameter corrugated metal pipe at the headwall and replace it with a 48" x 20 feet long cast concrete pipe tied into the existing headwall, as well as use rip rap in a 30' x 20' section of the bank to prevent further erosion; and

WHEREAS, FEMA's Public Assistance Program is an aid program that has provided Suffolk County with \$94,623 which represents 75 percent of the eligible costs of repairs; and

WHEREAS, 12.5 percent of the local share requirement of \$15,770 has been funded by the New York State Emergency Management Office (SEMO); and

WHEREAS, the remaining 12.5 percent local share requirement of \$15,770 has been funded by the County; and

WHEREAS, the agreements for Federal and associated State financial assistance impose certain obligations upon the County; and

WHEREAS, the County has first instance funded the entire cost of the project and has subsequently been reimbursed for the Federal and State shares of the project; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2011 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the FEMA and SEMO aid of approximately \$110,393 to be appropriated from holding account 6880 in Fund 525; now, therefore, be it

1st RESOLVED, that the New York State Department of Environmental Conservation ("DEC") is the lead agency for this project under SEQRA; and be it further

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

3rd RESOLVED, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No. 7099

Project Title: Reconstruction of Spillways in County Parks—FEMA/SEMO Aid

	<u>Total Estimated Cost</u>	<u>Current 2011 Capital Program and Budget</u>	<u>Revised 2011 Capital Program and Budget</u>
3. Construction	\$ 110,393	0	\$ 94,623 F \$ 15,770 S
TOTAL	<u>\$ 110,393</u>	<u>0</u>	<u>\$110,393</u>

and be it further

4th RESOLVED, that the proceeds of Federal Emergency Management Agency, Public Assistance Program Aid of \$94,623 be and are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7099.312	56	Reconstruction of Spillways in County Parks	\$94,623

and be it further

5th RESOLVED, that the proceeds New York State Emergency Management Office aid of \$15,770.48 be and are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7099.312	56	Reconstruction of Spillways in County Parks	\$15,770

and be it further

6th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept additional Federal funding in the amount of \$110,393; and be it further

7th RESOLVED, that the Department of Public Works will be the lead agency in overseeing the engineering and performance of this project and will coordinate with the Department of Parks, Recreation and Conservation and the Department of Fire, Rescue & Emergency Services (FRES) in communicating with all Federal and State agencies to ensure compliance and that all associated aid is captured; and be it further

8th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the United States Department of Homeland Security through the Federal Emergency Management Agency and New York State Emergency Management Office 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:

1972

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM BY ACCEPTING FEDERAL AND STATE AID AND APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF SPILLWAYS IN COUNTY PARKS – DAM #720, CRANBERRY BOG PRESERVE COUNTY PARK, RIVERHEAD (CP 7099)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION APPROPRIATES FEMA AID OF \$94,623 AND SEMO AID OF \$15,770 INTO 7099.312—RECONSTRUCTION OF SPILLWAYS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
Federal Aid (FEMA) \$94,623 State Aid (SEMO) \$15,770		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		November 1st, 2011

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1972

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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1972

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 29, 2011

RE: INTRODUCTORY RESOLUTION AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM BY ACCEPTING FEDERAL AND STATE AID AND APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF SPILLWAYS IN COUNTY PARKS – DAM #720, CRANBERRY BOG PRESERVE COUNTY PARK, RIVERHEAD (CP 7099)

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-Amending Capital Budget Accepting Federal and State Aid and Appropriating Funds for CP 7099 – Reconstruction of Spillways."

As a result of storms that brought heavy rainfall and high winds from March 13-31, 2010, Dam #720, Cranberry Bog Preserve County Park was severely damaged. The storm was declared a disaster by the Federal Emergency Management Agency (FEMA). Dam #720 was repaired by the County and 75% of the costs are reimburseable by FEMA and 12.5% are reimburseable by SEMO.

This resolution seeks to amend the 2011 Capital Budget and Program in order to accept FEMA and SEMO aid totaling \$110,393.38 and appropriating the funds for Capital Project 7099 (Reconstruction of Spillways in County Parks).

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

Enclosures



Intro. Res. No. 1973-11

Laid on Table 11/22/11

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 IMPROVEMENTS AT COUNTY GOLF COURSES - WEST SAYVILLE, INDIAN ISLAND AND TIMBER POINT (CP 7166)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for planning and construction of improvements at the West Sayville, Indian Island and Timber Point golf courses; and

WHEREAS, there are not sufficient funds within the 2011 Capital Budget and Program to cover the cost of said improvements under Capital Program Number 7166; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2011 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$1,200,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, pursuant to State Environmental Quality Review Act Environmental Conservation Law, Article 8 (hereinafter "SEQRA"), Resolution Nos. 676-1996 and 416-1998 determined that these improvements constitute a Type II action pursuant to the provisions of Title 6 NYCRR, Part 617.5 (C) (1) and (2), because it involves the in kind replacement of an existing facility, on the same site; 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 461-2006; and be it further

3rd RESOLVED, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No. 7166
Project Title: Improvements of County Golf Courses

	<u>Total Estimated Cost</u>	<u>Current 2011 Capital Program and Budget</u>	<u>Revised 2011 Capital Program and Budget</u>
1. Planning	\$ 315,000	\$ 0	\$ 40,000 B
3. Construction	<u>\$9,232,000</u>	<u>\$1,300,000 B</u>	<u>\$1,260,000 B</u>
TOTAL	\$9,547,000	\$1,300,000	\$1,300,000

and be it further

4th **RESOLVED**, that the proceeds of \$1,200,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7166.115 (Fund 001-Debt Service)	26	Improvements to County Golf Courses – West Sayville Indian Island, and Timber Point	\$ 40,000
525-CAP-7166.315 (Fund 001-Debt Service)	26	Improvements to County Golf Courses – West Sayville Indian Island, and Timber Point	\$1,160,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1973

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS AT COUNTY GOLF COURSES - WEST SAYVILLE, INDIAN ISLAND AND TIMBER POINT (CP 7166)		
3. Purpose of Proposed Legislation SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact 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 Nicholas E. Paglia Jr. Asst Executive Analyst	11. Signature of Preparer 	12. Date November 2nd, 2011

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1973

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$101,456	\$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	\$101,456	\$0.19		\$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.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

1973

Term of Bonds 15
 Amount to Bond: \$1,200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2011					
11/1/2012	3.000%	\$63,914.63	\$37,541.64	\$101,456.27	\$101,456.27
			\$17,771.04	\$17,771.04	
11/1/2013	3.000%	\$65,914.18	\$17,771.04	\$83,685.22	\$101,456.27
			\$16,739.99	\$16,739.99	
11/1/2014	3.000%	\$67,976.28	\$16,739.99	\$84,716.27	\$101,456.27
			\$15,676.68	\$15,676.68	
11/1/2015	3.000%	\$70,102.90	\$15,676.68	\$85,779.58	\$101,456.27
			\$14,580.11	\$14,580.11	
11/1/2016	3.000%	\$72,296.05	\$14,580.11	\$86,876.16	\$101,456.27
			\$13,449.23	\$13,449.23	
11/1/2017	3.000%	\$74,557.81	\$13,449.23	\$88,007.04	\$101,456.27
			\$12,282.97	\$12,282.97	
11/1/2018	3.000%	\$76,890.33	\$12,282.97	\$89,173.30	\$101,456.27
			\$11,080.22	\$11,080.22	
11/1/2019	3.000%	\$79,295.82	\$11,080.22	\$90,376.04	\$101,456.27
			\$9,839.85	\$9,839.85	
11/1/2020	3.000%	\$81,776.56	\$9,839.85	\$91,616.41	\$101,456.27
			\$8,560.67	\$8,560.67	
11/1/2021	3.000%	\$84,334.92	\$8,560.67	\$92,895.59	\$101,456.27
			\$7,241.48	\$7,241.48	
11/1/2022	3.000%	\$86,973.31	\$7,241.48	\$94,214.79	\$101,456.27
			\$5,881.01	\$5,881.01	
11/1/2023	3.000%	\$89,694.24	\$5,881.01	\$95,575.26	\$101,456.27
			\$4,477.98	\$4,477.98	
11/1/2024	3.250%	\$92,500.30	\$4,477.98	\$96,978.28	\$101,456.27
			\$3,031.06	\$3,031.06	
11/1/2025	3.250%	\$95,394.15	\$3,031.06	\$98,425.21	\$101,456.27
			\$1,538.87	\$1,538.87	
11/1/2026	3.375%	\$98,378.52	\$1,538.87	\$99,917.39	\$101,456.27
		\$1,200,000.00	\$321,843.98	\$1,521,843.98	\$1,521,843.98

COUNTY OF SUFFOLK



1973

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: BRENDAN CHAMBERLAIN, Director of Intergovernmental Relations

DATE: NOVEMBER 2, 2011

RE: INTRODUCTORY RESOLUTION AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS AT COUNTY GOLF COURSES – WEST SAYVILLE, INDIAN ISLAND AND TIMBER POINT (CP 7166)

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-Amending Capital Budget and Appropriating Funds for CP 7166 Improvements to County Golf Courses.doc."

The 2011 Adopted Capital Budget includes funding for construction of improvements at County golf courses. The work to be completed under this resolution includes tree planting, tee enlargement, bunker restoration and enlargement, erosion control, improvements to hard pan areas, cart path work, repairing or replacing the irrigation systems and similar improvements.

Additional planning funds are needed for these improvements. This draft resolution seeks to amend the 2011 Capital Budget and Program by shifting \$40,000 from construction to planning.

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

Enclosures



1974

Intro. Res. No. - 2011

Laid on the Table 11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, APPROPRIATING FUNDS FOR THE PURCHASE AND INSTALLATION OF GENERATORS FOR FULL POWER SUPPLY AT COUNTY OWNED HEALTH CENTERS (CP 4008)

WHEREAS, the Commissioner of Health Services has requested funds for the purchase and installation of generators for full power supply at County owned health centers; and

WHEREAS, there are sufficient funds within the 2011 Capital Budget and Program to cover the cost of said request under Capital Program Number 4008; and

WHEREAS, these funds will purchase an emergency generator for the Maxine S. Postal Tri-Community Health Center located in Amityville; and

WHEREAS, the emergency generator will provide full backup of all systems necessary to continue the operation of this health center; and

WHEREAS, during a public health emergency the health centers are designated to serve as mass prophylaxis/mass vaccine clinics to be opened to the general public; and

WHEREAS, Resolution No. 471-1994 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 \$228,000 in Suffolk County Serial Bonds; now therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (c) 2, 20, 21, 25 and 27 of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of forty-one (41) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 amended by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the proceeds of \$228,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<u>Project Number</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-4008.110 (Fund 001-Debt Service)	42	Purchase and Installation of Generators for Full Power Supply at County Owned Health Centers	\$53,000

<u>Project Number</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-4008.310 (Fund 001-Debt Service)	42	Purchase and Installation of Generators for Full Power Supply at County Owned Health Centers	\$175,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1974

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. - 2011, APPROPRIATING FUNDS FOR THE PURCHASE AND INSTALLATION OF GENERATORS FOR FULL POWER SUPPLY AT COUNTY OWNED HEALTH CENTERS (CP 4008)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT 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
Nicholas E. Paglia Jr. Asst Executive Analyst		November 7th, 2011

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1974

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$19,277	\$0.03		\$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	\$19,277	\$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.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

Term of Bonds
 Amount to Bond:

15
\$228,000

1974

Fiscal

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2011					
11/1/2012	3.000%	\$12,143.78	\$7,132.91	\$19,276.69	\$19,276.69
			\$3,376.50	\$3,376.50	
11/1/2013	3.000%	\$12,523.69	\$3,376.50	\$15,900.19	\$19,276.69
			\$3,180.60	\$3,180.60	
11/1/2014	3.000%	\$12,915.49	\$3,180.60	\$16,096.09	\$19,276.69
			\$2,978.57	\$2,978.57	
11/1/2015	3.000%	\$13,319.55	\$2,978.57	\$16,298.12	\$19,276.69
			\$2,770.22	\$2,770.22	
11/1/2016	3.000%	\$13,736.25	\$2,770.22	\$16,506.47	\$19,276.69
			\$2,555.35	\$2,555.35	
11/1/2017	3.000%	\$14,165.98	\$2,555.35	\$16,721.34	\$19,276.69
			\$2,333.76	\$2,333.76	
11/1/2018	3.000%	\$14,609.16	\$2,333.76	\$16,942.93	\$19,276.69
			\$2,105.24	\$2,105.24	
11/1/2019	3.000%	\$15,066.21	\$2,105.24	\$17,171.45	\$19,276.69
			\$1,869.57	\$1,869.57	
11/1/2020	3.000%	\$15,537.55	\$1,869.57	\$17,407.12	\$19,276.69
			\$1,626.53	\$1,626.53	
11/1/2021	3.000%	\$16,023.63	\$1,626.53	\$17,650.16	\$19,276.69
			\$1,375.88	\$1,375.88	
11/1/2022	3.000%	\$16,524.93	\$1,375.88	\$17,900.81	\$19,276.69
			\$1,117.39	\$1,117.39	
11/1/2023	3.000%	\$17,041.91	\$1,117.39	\$18,159.30	\$19,276.69
			\$850.82	\$850.82	
11/1/2024	3.250%	\$17,575.06	\$850.82	\$18,425.87	\$19,276.69
			\$575.90	\$575.90	
11/1/2025	3.250%	\$18,124.89	\$575.90	\$18,700.79	\$19,276.69
			\$292.39	\$292.39	
11/1/2026	3.375%	\$18,691.92	\$292.39	\$18,984.30	\$19,276.69
		\$228,000.00	\$61,150.36	\$289,150.36	\$289,150.36

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1974

DEPARTMENT OF HEALTH SERVICES

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

September 9, 2011

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

Dear Mr. Crannell:

I request the introduction of the enclosed Resolution to appropriate funds for the purchase and installation of generators for full power supply at County owned health centers (CP 4008). This legislation is needed to purchase and install an emergency generator for the Maxine S. Postal Tri-Community Health Center located in Amityville. The emergency generator will provide full backup of all systems necessary to continue the operation of this health center. Also, during a public health emergency the health centers are designated to serve as mass prophylaxis/mass vaccine clinics to be opened to the general public.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call David Canady at 3-3170. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-CP 4008 Generators.doc".

Sincerely,

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

Enclosures

JLT/lw

C: Christopher E. Kent, Chief Deputy County Executive
Brendan Chamberlain, Director of Intergovernmental Relations (2 copies)
Margaret B. Bermel, M.B.A, Director of Health Administrative Services
Janet DeMarzo, Deputy Commissioner
Linda Suntup, Assistant Facilities Space Manager
David Canady, Health Facilities Manager
Shaheda Iftikhar, M.D., Physician III
Diane E. Weyer, Principal Financial Analyst



OFFICE OF THE COMMISSIONER
225 Rabro Drive East, Hauppauge, NY 11788 (631) 853-3000 Fax (631) 853-2927

CP 4008
PURCHASE AND INSTALLATION OF GENERATORS AT HEALTH CENTERS
(Jan 15, 2010 by W. Houck)

COST ESTIMATES

Health Center	Year	Size (KW)	Watts/sf	Estimated Purchase	Estimated Construction	Estimated Total Cost	Est. Annual Svc. Cost	Est. Annual Fuel usage	Est. Annual Operating Cost (Svc.+ Fuel)
M.S. Postal TrCommunity	2011	150	11.9	\$75,000	\$100,000	\$175,000	\$1,400	\$800	\$2,200
M.Sherabarger SBHC, East	2012	250	9.1	\$100,000	\$275,000	\$375,000	\$1,600	\$1,800	\$3,400
SUB TOTAL				\$175,000	\$375,000	\$550,000			\$5,600
Planning (as adopted)						\$53,000			
TOTAL						\$603,000			

Cost estimates represent recent quote experience with inflation added in for the indicated installation year.
Cost estimates include:

- cut-in of transfer switch after main service entrance with no complications.
- supplemental panelboards, service entrance rated switches, and NEMA 3R outdoor switches.
- sound enclosure, concrete pad, restoration, rigging, wiring, startup, and staff training.
- Service cost estimates reflect two service visits with oil changes and minor maintenance.
- Fuel usage cost estimates reflect required periodic "exercise" as well as power failure usage.

Resub. 1-2011

1974

1975

Intro. Res. No. - 2011

Laid on the Table

11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF EQUIPMENT FOR HEALTH CENTERS (CP 4055)

WHEREAS, the Commissioner of Health Services has requested the appropriation of funds in connection with the purchase of equipment for Health Centers; and

WHEREAS, it is necessary to purchase new equipment for additional examination rooms as a result of renovations and replacement equipment at the Health Centers to provide quality care for our clients; and

WHEREAS, there are sufficient funds within the 2011 Capital Budget and Program to cover the cost of said request under Capital Program Number 4055; and

WHEREAS, Resolution No. 471-1994 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 \$187,750 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, 21, 25 and 27 of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same, and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty three (53) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 and as amended by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the proceeds of \$187,750 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<u>Project Number</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-4055.530 (Fund 001-Debt Service)	40	Purchase of Equipment for Health Centers	\$187,750

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1975

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
RESOLUTION NO. - 2011, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF EQUIPMENT FOR HEALTH CENTERS (CP 4055)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u> County </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas E. Paglia Jr. Asst Executive Analyst		November 7th, 2011

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1975

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$40,996	\$0.07		\$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	\$40,996	\$0.07		\$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.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

1975

Term of Bonds: 5
 Amount to Bond: \$187,750

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2011					
11/1/2012	3.000%	\$35,363.57	\$5,632.50	\$40,996.07	\$40,996.07
11/1/2013	3.000%	\$36,424.48	\$2,285.80	\$38,710.27	\$40,996.07
11/1/2014	3.000%	\$37,517.21	\$1,739.43	\$39,256.64	\$40,996.07
11/1/2015	3.000%	\$38,642.73	\$1,176.67	\$39,819.40	\$40,996.07
11/1/2016	3.000%	\$39,802.01	\$597.03	\$40,399.04	\$40,996.07
		\$187,750.00	\$17,230.35	\$204,980.35	\$204,980.35

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1975

DEPARTMENT OF HEALTH SERVICES

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

September 14, 2011

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

Dear Mr. Crannell:

I request the introduction of the enclosed Resolution appropriating funds in connection with the purchase of equipment for Health Centers (CP 4055). These funds will be used for the purchases of new equipment for additional examination rooms as a result of renovations and replacement equipment for the Health Centers to provide quality care to our clients.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Shaheda Iftikhar, M.D. at 3-3013. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-CP 4055 Equip HC.doc".

Sincerely,

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

Enclosures

JLT/lw

- C: Christopher E. Kent, Chief Deputy County Executive
Brendan Chamberlain, Director of Intergovernmental Relations (2 copies)
Margaret B. Bermel, M.B.A, Director of Health Administrative Services
Janet DeMarzo, Deputy Commissioner
Dr. Shaheda Iftikhar, Acting Division Director, Patient Care Services
Diane E. Weyer, Principal Financial Analyst



**2012-2014 Capital Budget Request
Purchase of Equipment for Health Centers-CP 4055**

**2011 Request
Equipment**

\$ 187,750

<u>Quantity</u>	<u>Item</u>	<u>Location/Program</u>	<u>Estimated Cost</u>	<u>Total Purchase \$</u>	<u>New or Replace</u>	<u>Comment</u>
2	Power Exam Tables	Shirley	\$ 6,750	\$ 13,500	Replace	
2	OB/GYN Power Exam Tables	Brentwood	\$ 10,000	\$ 20,000	New	
2	Pediatric Exam Tables with digital scales	Brentwood	\$ 2,500	\$ 5,000	New	
1	Wheelchair digital scale	Brentwood	\$ 5,000	\$ 5,000	New	
18	Power Exam Tables	Brentwood	\$ 6,825	\$ 122,850	New	
1	Embosser with keyboard	Brentwood	\$ 11,400	\$ 11,400	Replace	
1	OB/GYN Power Exam Tables	Tri-community	\$ 10,000	\$ 10,000	Replace	

1975

COUNTY OF SUFFOLK



1975

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: Diane Weyer, Principal Financial Analyst
From: Shaheda Iftikhar, MD, Acting Division Director, Division of Patient Care Services *SI*
Date: September 14, 2011
Subject: 2011 Capital Budget

The Division of Patient Care is requesting a resolution be submitted to appropriate capital funds in project 4055 in the amount of \$187,750. This is for the purchase of equipment for the health centers.

Please see attached equipment list.

Thank you.

SUFF. CO. HEALTH DEPT
BUDGET/PURCHASING
2011 SEP 14 P 12:01



Public Health
Prevent. Promote. Protect.

DIVISION OF PATIENT CARE SERVICES
225 Rabro Drive East, Hauppauge, NY 11788 (631) 853-3013 Fax (631) 853-3031

Intro. Res. No **1976-11**
Introduced by the Presiding Officer on request of the County Executive

Laid on Table **11/22/11**

**RESOLUTION NO – APPROPRIATING FUNDS IN CONNECTION WITH
SECURITY NOTIFICATION – COLLEGE WIDE (CP 2140)**

WHEREAS, the President of Suffolk County Community College and the Board of Trustees have requested funds for the implementation of the Master Plan Update – Phase II estimated at \$75,774,000; and

WHEREAS, the New York State Legislature and the Governor have included funding in the New York State Budget to cover the State’s share estimated at \$37,887,000; and

WHEREAS, sufficient funds have been included in the 2011 Capital Budget and Program to cover the County’s cost of the project; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution 461-2006, established the use of a priority ranking system, implemented in the Adopted 2011 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of \$100,000 in Suffolk County Serial Bonds; and, now, therefore be it

1st RESOLVED, that this Legislature, being a funding agency, hereby finds and determines in accordance with the State Environmental Quality Review Act (SEQRA) that the adoption of this law is a Type II action, pursuant to Title 6 NYCRR Part 617.5(c)(25) and (27), since it constitutes a local legislative decision in connection with the purchase of equipment. As a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty (50) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution 461-2006; and be it further

3rd RESOLVED, that the proceeds of \$100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>JC</u>	<u>Amount</u>
525-CAP-2140.510 (Fund 818 Debt Service)	Equipment for Security Notification – College Wide	30	\$100,000

And be it further

4th RESOLVED, that State Aid be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>JC</u>	<u>Amount</u>
525-CAP-2140.510	Equipment for Security Notification – College Wide	30	\$100,000

DATED:

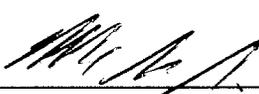
APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

197b

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
RESOLUTION NO – APPROPRIATING FUNDS IN CONNECTION WITH SECURITY NOTIFICATION – COLLEGE WIDE (CP 2140)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
50% SERIAL BONDS 50% STATE AID		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas E Paglia Jr. Asst Executive Analyst		November 7th, 2011

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1976

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.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

1976

Term of Bonds: **5**
 Amount to Bond: **\$100,000**

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2011					
11/1/2012	3.000%	\$18,835.46	\$3,000.00	\$21,835.46	\$21,835.46
11/1/2013	3.000%	\$19,400.52	\$1,217.47	\$20,617.99	\$21,835.46
11/1/2014	3.000%	\$19,982.54	\$926.46	\$20,909.00	\$21,835.46
11/1/2015	3.000%	\$20,582.01	\$626.72	\$21,208.73	\$21,835.46
11/1/2016	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



1976

Central Administration – Capital Projects/Facilities Department

October 4, 2011

Ken Crannell
Deputy County Executive
H. L. Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Proposed Capital Budget Resolution

Dear Mr. Crannell:

The College respectfully requests that the proposed resolution enclosed herein be introduced at the next meeting of the Legislature:

- Appropriating funds in connection with Security Notification – College Wide (CP2140)

This draft resolution was e-mailed to the distribution list **CE Reso Review** saved under the title “Reso-SCCC-Security Notification 2011.docx” on October 4, 2011.

Please feel free to call me at (451-4233) if any additional information is required.

Sincerely,

Jon DeMaio, P.E.
Administrative Director of Educational Facilities

Enclosure

Cc: Christopher Kent – Chief Deputy County Executive
George Gatta – Executive Vice President, SCCC
Paul Cooper, P.E. – Executive Director of Facilities/Technical Support, SCCC
Sara Gorton – Principal Auditor, SCCC

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Grant Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

1977

Intro. Res. No. -2011
Introduced by Presiding Officer, on request of County Executive

Laid on Table 11/22/11

RESOLUTION NO. -2011, AUTHORIZING CAPITAL PROJECT 6418.310 TO CLOSE; AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM, AND RE-APPROPRIATING FUNDS IN CONNECTION WITH DOWNTOWN BEAUTIFICATION AND RENEWAL OF HUNTINGTON STATION (CP 6418.317)

WHEREAS, Capital Project 6418.310, Downtown Beautification and Renewal of Huntington Station was adopted and appropriated by Resolution No.1099-2004 with a general fund transfer; and

WHEREAS, the project experienced many delays outside the County's control; most of the delays were with the New York State Department of Transportation infrastructure improvements along New York State Route 110; and

WHEREAS, Capital Project 6418.310 has sunset according to the provisions of Local Law 15-2002, adopted by Resolution No. 344-2002; and

WHEREAS, the contract for this project has been signed by all parties; and

WHEREAS, this resolution will authorize the County Comptroller and County Treasurer to close Capital Project 6418.310 and to transfer those funds to Capital Project 6418.317; 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) (1), (2), (6), (25), and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), as the action concerns maintenance or repair involving no substantial changes in an existing structure and/or replacement, rehabilitation or reconstruction of a structure or facility, in-kind; the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty (60), is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution 461-2006; and be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer be and hereby are authorized to close the Capital Project 6418.310 and are authorized to net the positive cash as a result of the project being closed and accept the funds into operating Fund 401 (General Capital Reserve Fund) under revenue code 2954 (Unused Capital Fund Authorization); and be it further

4th **RESOLVED**, that the Adopted 2011 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is re-appropriated from Fund 401 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	401	E525	9600	Transfer to General Capital Reserve Fund	\$50,000

and be it further

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

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525-CAP-IFTR-R401)	525	R401	E525	Transfer from General Fund	\$50,000

6th RESOLVED, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project Number: 6418

Project Title: Downtown Beautification and Renewal of Huntington Station

	<u>Total Est'd Cost</u>	<u>Current 2011 Capital Budget & Program</u>	<u>Revised 2011 Capital Budget & Program</u>
3. Construction	\$50,000	\$0	\$50,000 G
TOTAL	<u>\$50,000</u>	<u>\$0</u>	<u>\$50,000</u>

and be it further

7th RESOLVED, that the proceeds of \$50,000 in Capital Reserve Funds be and they are hereby appropriated as follows:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-6418.317	35	Downtown Beautification And Renewal of Huntington Station	\$50,000

and be it further

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

1977

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2011, AUTHORIZING CAPITAL PROJECT 6418.310 TO CLOSE; AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM, AND RE- APPROPRIATING FUNDS IN CONNECTION WITH DOWNTOWN BEAUTIFICATION AND RENEWAL OF HUNTINGTON STATION (CP 6418.317)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION CLOSES CAPITAL PROJECT 6418.310, ACCEPTS THOSE FUNDS INTO OPERATING FUND 401—GENERAL CAPITAL RESERVE FUND UNDER REVENUE CODE 2954. AN INTERFUND TRANSFER FROM 401 TO FUND 525 AND APPROPRIATES BACK INTO 6418.317.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
FUND 401 GENERAL CAPITAL RESERVE FUND		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		November 1st, 2011

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1977

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.

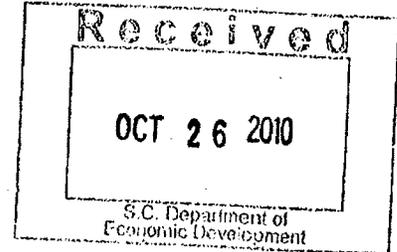
1937



Town of Huntington

Long Island, New York

FRANK P. PETRONE
Supervisor



Ives R. Michel
Commissioner
Suffolk County Department of Economic Development
& Workforce Housing
H. Lee Dennison Building, 2nd Floor
Hauppauge, NY 11788-0099

Dear Mr. Michel:

On behalf of Supervisor Frank P. Petrone, I am in receipt of the contract extension for County Executive Steve Levy's Downtown Beautification Program, for which the Huntington Station Business Improvement District received \$50,000 to apply toward the replacement of the retaining wall at Huntington Train Station.

I am happy to report that over the summer the Town went out to bid and recently selected a contractor for this Huntington Train Station corner make-over project, which will be done in conjunction with the Town's forthcoming Phase II Streetscaping program in Huntington Station.

Last spring when we asked for our Suffolk County Downtown Beautification contract to be extended to December 31, 2010, we were unaware that recent staffing shortages at the New York State Department of Transportation would drastically impede a timely review of our contractor bid documents and the subsequent issuance of a highway work permit. At this writing we continue to wait on the NYSDOT before we can move forward with our infrastructure improvements along on New York State Route 110. While it is possible we could receive our NYSDOT bid approval and work permit by year-end, we are concerned that the cold weather will prevent any pouring of concrete, which would delay this project until spring of 2011.

1977

Accordingly, in light of the above circumstances that are beyond our control, we respectfully request that the Levy Downtown Beautification and Renewal Program contract be further extended to May of 2011.

Please call if you have any questions. Thank you, once again, for this anticipated courtesy.

Sincerely,



JOAN CERGOLO

Special Assistant to Supervisor Frank P. Petrone

cc: Carolyn E. Fahey, Intergovernmental Relations Coordinator, Suffolk County
Laure Nolan, Deputy Supervisor
Patricia Del Col, Director of Engineering, Town of Huntington



1977

Town of Huntington

Long Island, New York

FRANK P. PETRONE
Supervisor

March 24, 2010

Yves R. Michel, Commissioner
Department of Economic Development
& Work Force Housing
100 Veterans Hwy - Flr 2
PO Box 6100
Hauppauge, NY 11788

RE: Contract Extensions, "Levy Beautification" and "Round 5"

Dear Commissioner Michel:

I am writing to request extensions for both the Town of Huntington's "Levy Beautification Contract" that is due to expire on May 8, 2010 and also our Round 5 Contract, also due to expire on May 8, 2010.

Under the "Levy Beautification Contract" the Town was awarded \$50,000 by the County Executive that is being matched by the Huntington Station BID for a total project cost of \$100,000 to replace a deteriorating retaining wall at the corner of New York Avenue and Broadway at Huntington Train Station. This project was especially challenging and time consuming to plan and design due to the multiple jurisdictions of Town, New York State DOT and LIRR/MTA. The review process at NYSDOT remains underway but we are hopeful that a highway work permit will be issued by the State in time to provide for a late spring/early summer 2010 construction. That said, to be safe we respectfully request our contract on the "Levy Beautification Contract" be extended until the end of 2010.

With respect to the Round 5 Contract, the Town has already vouchered for and received the \$75,000 awarded for the Greenlawn streetscaping project under this contract. Unfortunately, we have experienced unforeseen and continuing delays with our Huntington Station Plaza project that was awarded \$50,000 under this same contract. We have known from the beginning that the design of the public plaza must complement the private property immediately anchoring it.

During the period of the Round 5 contract, Starbucks had planned to develop and occupy the private anchor property and therefore had significant input into public plaza design. As such, the Town spent nearly one year working with Starbucks representatives and the community to design the plaza to the satisfaction of all stakeholders. With the downturn of the economy Starbucks unfortunately announced

meet w/ Carolyn
on this - then
send a letter from
MAR 26 2010
Goes to
respond

1477

the closing of thousands of stores nationwide and at the same time abandoned its plans to develop a store immediately adjacent to the Huntington Station public plaza site. Starbucks's withdrawal necessitated yet another redesign of the plaza to accommodate the next anticipated use at the adjacent private property. Specifically, the Town was awarded a \$1,170,000 million grant under the State's Restore New York program to demolish the existing blighted structure on the private anchor property and rebuild a new one in its place to be known as the "Plaza Retail Center." As such, additional time was needed to entertain discussions with the Plaza Retail Center developer with regard to the most appropriate execution of the plaza to meet present circumstances. At this time we have completed our design drawings, and expect to submit the plaza's formal engineering drawings to NYSDOT by the end of April. We expect the DOT review process to take between four to six months. Based on that estimate, it is our hope to begin construction of the plaza in early 2011. Therefore, we respectfully request that the Round 5 Contract be extended to the end of 2011.

Please call me if you have any questions about these grant extension requests. We sincerely appreciate your cooperation and understanding of these extenuating circumstances.

Sincerely,



JOAN CERGOL
Special Assistant to the Supervisor for Economic Development &
Executive Director, Town of Huntington Development Corporation

cc: Pat DelCol, Director of Engineering, Town of Huntington
Tracy Yogman, Comptroller, Town of Huntington
John Leo, Huntington Town Attorney

1978

Intro Res. No. -2011

Laid on Table 11/22/11

Introduced by Presiding Officer Lindsay on request of the County Executive

RESOLUTION NO. -2011, AUTHORIZING
EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD
OF SUFFOLK COUNTY SEWER DISTRICT NO. 7 TWELVE PINES AND
MCKEON ROLLING STEEL DOOR COMPANY (BR-0799.10)

WHEREAS, McKeon Rolling Steel Door Company is outside the boundary of Suffolk County Sewer District No. 7 – Twelve Pines; and

WHEREAS, McKeon Rolling Steel Door Company has petitioned and requested the Administrative Head of the District for permission to discharge One Thousand Two Hundred One gallons per day (1,201 GPD); and

WHEREAS, McKeon Rolling Steel Door Company at the time of purchasing the property was assigned an allocation of Nine Hundred Twenty (920) GPD from the property seller's allocation (Brookhaven Industrial Park BR-0799). Subsequently, the property seller has agrees to allocate an additional Eighty (80) GPD to McKeon Rolling Steel Door Company. However, according to the Suffolk County Department of Health Services' standard an additional Two Hundred One (201) GPD is required; and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity (Two Hundred One GPD) in excess of its own needs; and

WHEREAS, the connection is subject to the approved by the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, the proposed flow has received the approval of the Suffolk County Sewer Agency (Resolution 11-2011) with a connection fee of \$30.00 per gallon per day of sewage capacity; for a total connection fee of \$6,030.00, for the said Two Hundred One GPD of capacity; to the district; and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 3 – Twelve Pines and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; now therefore be it

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the developer upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 3 – Twelve Pines and that they be required to post a surety bond or bonds and deposit cash or securities with the County Treasurer in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

1978

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

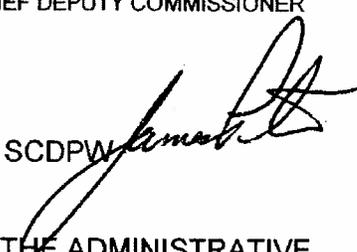
DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMEPETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

MEMORANDUM

To: Ken Crannell, Deputy County Executive

From: James Peterman, P.E., Chief Deputy Commissioner, SCDPW 

Date: July 5, 2011

Subject: AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 7 TWELVE PINES WITH MCKEON ROLLING STEEL DOOR COMPANY (BR-0799.10)

Attached is a draft resolution filed as Reso-DPW-SA 11-2011 McKeon Rolling Steel Door Company (BR-0799.10) and appropriate forms with the backup filed as Backup-DPW-SA 11-2011 McKeon Rolling Steel Door Company (BR-0799.10) SCIN 175. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County Sewer District No. 7 – Twelve Pines with McKeon Rolling Steel Door Company (BR-0799.10).

Project Facts

Type/units:	Industrial warehouse and office space
Flow: (GPD)	920 Purchased with parcel, 80 Allocated by property seller (BIP BR 0799) 201 (proposed) = (1,201 total)
Sewer District:	SCSD No. 7-Twelve Pines
Groundwater Zone:	I
SEQRA:	Complete
SC Tax Maps:	0200-81300-0100-008014
Legislative Districts:	3 rd

JP:JD:cap

cc: Ed Dumas, Chief Deputy County Executive for Policy and Communications
Gilbert Anderson, P.E. Commissioner, SCDPW
John Donovan, P.E., SCDPW
Ben Wright, P.E., SCDPW
Elizabeth Duffy, SCDPW
Kathy Laguardia, SCDPW
Robert A Braun, Esq., SCDOL
Brendan Chamberlain, Director of Intergovernmental Relations
Nick Paglia, Assistant Executive Analyst
CE Reso Review

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1978

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation RESOLUTION NO ___ - 2011 AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 7 -TWELVE PINES WITH THE OWNER OF MCKEON ROLLING STEEL DOOR COMPANY (BR-0799.10)		
3. Purpose of Proposed Legislation To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 7 – Twelve Pines with McKeon Rolling Steel Door Company, a firm seeking permission to discharge 1,201 GPD.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to Item 4 is "yes," on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	<u>Other (Specify):</u>
Library District	Fire District	• District 11 Venture • SCSD #11 Selden
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact The connection fee of \$6,030 (\$30.00 per gallon per day), will be paid to the district.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Craig A Platt Assistant Director of Sewer District Activation	11. Signature of Preparer 	12. Date July 5, 2011

SCIN FORM 175b (10/95)

Debra Kalyer
Principal Financial Analyst



11/3/11

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1978

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.

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SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: 11 - 2011

AUTHORIZING THE CONNECTION OF

MCKEON ROLLING STEEL DOOR COMPANY (BR-0799.10)

TO SUFFOLK COUNTY SEWER DISTRICT NO. 7 – TWELVE PINES

WHEREAS, McKeon Rolling Steel Door Company is a proposed building in Bellport, New York, on property identified on the Suffolk County Tax Map as District 0200, Section 813.00, Block 01.00, Lots 008.014, and

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 7 – Twelve Pines (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, McKeon Rolling Steel Door Company purchased real property which was part of the Brookhaven Industrial Park subdivision (BR-0799) with a discharge capacity of Nine Hundred Twenty gallons per day (920 GPD), and

WHEREAS, McKeon Rolling Steel Door Company has an agreement with said Brookhaven Industrial Park to purchase an additional Eighty gallons per day (80 GPD) from the remaining allocation of Brookhaven Industrial Park, said purchase is subject to Agency Staff review and approval prior to the completion of the agreement and would bring the total discharge capacity of the parcel to One Thousand gallons per day (1000 GPD), and

WHEREAS, McKeon Rolling Steel Door Company, due to standards requires a total of One Thousand Two Hundred One Gallons per day (1,201 GPD) of discharge capacity, requiring an additional Two Hundred Eighty-One gallons per day of capacity, and

WHEREAS, the owner of McKeon Rolling Steel Door Company has applied to this Agency for permission to connect the proposed building to the sanitary sewerage facilities of the District, and purchase the additional Two Hundred Eighty-One gallons per day of flow required, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the additional flow which is expected to emanate from McKeon Rolling Steel Door Company, and

WHEREAS, the connection of the additional flow of McKeon Rolling Steel Door Company to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County,

WHEREAS, pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is listed as a Type II Action, and requires no further action, and

NOW, THEREFORE, IT IS

1978

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that McKeon Rolling Steel Door Company be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

3rd RESOLVED, that McKeon Rolling Steel Door Company shall submit the property deed listing the Nine Hundred Twenty gallons per day of capacity, the documentation of the approved transfer of the Eighty gallons per day, and the Two Hundred One gallons per day (201 GPD), of additional capacity in the District's sewage treatment plant shall be allocated to McKeon Rolling Steel Door Company, and it is further

4th RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the developer of McKeon Rolling Steel Door Company, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, that the connection fee to be paid for McKeon Rolling Steel Door Company, shall be paid at the rate of \$30.00 per gallon of sewage per day for a total of Six Thousand Thirty Dollars (\$6,030.00) and it is further

7th RESOLVED, that no Certificate of Occupancy shall be issued for any additional portion of McKeon Rolling Steel Door Company until the Connection Agreement has been completed and the connection fee paid, all to the satisfaction of DPW, and it is further

8th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to the developer of McKeon Rolling Steel Door Company if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting June 20, 2011)

1079

Intro. Res. No. 2011

Laid on Table 11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, AMENDING RESOLUTION NO. 1053-2008 IN CONNECTION WITH IMPROVEMENTS TO THE YAPHANK COUNTY CENTER WASTEWATER TREATMENT PLANT (CP 8158)

WHEREAS, Resolution No. 1053-2008 appropriated funds in connection with improvements to the Yaphank County Center Wastewater Treatment Plant (CP 8158)

WHEREAS, the intent of the resolution was to provide funding for construction on this project; and

WHEREAS, a portion of the funding assigned to construction is necessary for planning; and

WHEREAS, there exists enough funding in the construction phase of this project to cover planning costs; and

WHEREAS, it is necessary to amend Resolution No. 1053-2008 by re-appropriating \$50,000 from construction to planning; now, therefore be it

1st 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 (6NYCRR) 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; and be it further

2nd RESOLVED, that the 2nd RESOLVED clause of Resolution No 1053-2008 is hereby amended by reducing the appropriation for construction by \$50,000 and increasing the appropriation for planning by \$50,000 as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>AMOUNT</u>
527-CAP-8158[310]110 (Fund 001-Debt Service)	Improvements to the Yaphank County Center Wastewater Treatment Plant – [Construction] Planning	[\$500,000] <u>\$50,000</u>
<u>527-CAP-8158.310</u> (Fund 001-Debt Service)	Improvements to the Yaphank County Center Wastewater Treatment Plant - Construction	<u>\$450,000</u>

and be it further

3rd RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to effectuate the associated cash transfers for this capital project

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

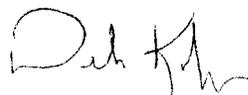
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1. Type of Legislation Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation Amending Resolution 1053-2008 in Connection with Improvements to the Yaphank County Center Wastewater Treatment Plant (CP 8158)		
3. Purpose of Proposed Legislation See No. 2 above		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to Item 4 is "yes," on what will it impact? (circle appropriate category) County-X Town Economic Impact Village School District Other (Specify): Library District Fire District		
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact The resolution amends the appropriation of construction funds by allocating \$50,000 into the planning phase of this project.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. \$500,000		
8. Proposed Source of Funding Serial Bonds		
9. Timing of Impact When Adopted		
10. Typed Name & Title of Preparer Ben Wright, P.E. Principal Civil Engineer Sanitation	11. Signature of Preparer 	12. Date 9/26/11

SCIN FORM 175B (10/95)

jp-bw9-21-11 Reso-backup DPW 175B - YCC WWTP CP 8158

Debra Kalyer
Principal Financial Analyst



11/1/11

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1979

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.

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1979

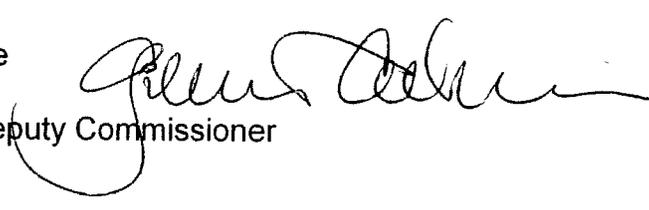
DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
ACTING CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James Peterman, P.E., Acting Chief Deputy Commissioner 

DATE: September 21, 2011

SUBJECT: **Amending Resolution 1053-2008 in Connection with Improvements to the Yaphank County Center Wastewater Treatment Plant (CP 8158)**

Attached is a draft resolution filed as Reso DPW- Improvements to Yaphank County Center WWTP (CP 8158) 9-21-11 and appropriate forms with backup filed as Reso-Backup DPW- Improvements to Yaphank County Center WWTP (CP 8158) 9-21-11. The project involves the amendment of the planning and construction line items that were contained in the resolution adopted in 2008. Based on the design of the facility and evaluation of the infrastructure, it was necessary to perform additional design and planning activities which require funds from the appropriated construction line item to be placed in planning. There are sufficient planning funds available in order to accomplish this amendment.

We appreciate the resolution being laid on the table at your earliest convenience.

JP:BW:ni

Attachment

cc: ✓Christopher Kent, Chief Deputy County Executive
Gil Anderson, P.E., Commissioner
Brendan Chamberlain, Director of Intergovernmental Relations
Lynne Bizzarro, Esq., Chief Deputy County Attorney
Kathy LaGuardia, Executive Assistant for Finance & Administration
Nick Paglia, Assistant Executive Analyst
John Donovan, P.E., Acting Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
Robert Murphy, Public Works Capital Projects Manager
CE Reso Review

jp-bw9-21-11Reso-Backup DPW- YCC WWTP CP8158 Memo to KCrannell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1980

Intro Res. No. -2011

Laid on Table

11/22/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2011, AUTHORIZING
EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD
OF SUFFOLK COUNTY SEWER DISTRICT NO. 11 – SELDEN
WITH THE OWNER OF ERANTA, LLC (BR-1581)

WHEREAS, Eranta, LLC, is located outside the boundary of Suffolk County Sewer District No. 11 – Selden; and

WHEREAS, Eranta, LLC, has petitioned and requested the Administrative Head of the District for permission to connect into the sanitary sewers of the Sewer District No. 11 – Selden; and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity available in excess of its own needs; and

WHEREAS, the connection is subject to the approval of the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 11 – Selden and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; and

WHEREAS, such connection has been approved by the Suffolk County Sewer Agency, Resolution 10-2011; and

WHEREAS, Eranta, LLC, will pay \$7.06 per gallon per day of the connection fee to the District 11 Venture as part of the agreement for expanding the District and the balance of the \$15.00 connection fee (\$7.94) per gallon per day (\$85,752.00) to the district; and

WHEREAS, pursuant to Section 617.9 of the SEQRA regulations, a Negative Declaration has been issued by the Lead Agency; now, therefore, be it

RESOLVED, that the Administrative Head of the District be and he hereby is authorized, directed and empowered to enter into contracts and agreements with the developer upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 11 – Selden and that they be required to post a surety bond or bonds and deposit cash or securities with the County Treasurer in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval

SC Real Property Tax Map parcels

0200-24700-0300-002000	0200-24700-0300-059004
0200-24700-0300-048001	0200-24700-0300-060000
0200-24700-0300-048002	0200-24700-0300-061000
0200-24700-0300-048003	0200-24700-0300-062000
0200-24700-0300-048004	0200-44900-0500-005000
0200-24700-0300-049001	0200-44900-0500-025001
0200-24700-0300-049002	0200-44900-0500-025002
0200-24700-0300-049003	0200-44900-0500-025003
0200-24700-0300-050000	0200-44900-0500-026000
0200-24700-0300-052000	0200-44900-0500-027000
0200-24700-0300-053001	0200-44900-0500-028001
0200-24700-0300-053002	0200-44900-0500-028002
0200-24700-0300-055000	0200-44900-0500-029000
0200-24700-0300-056000	0200-44900-0500-031000
0200-24700-0300-058000	0200-44900-0500-032000
0200-24700-0300-059001	0200-44900-0500-034001
0200-24700-0300-059002	0200-44900-0500-034002
0200-24700-0300-059003	0200-44900-0500-035000

1980

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation RESOLUTION NO <u> </u> - 2011 AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 11 - SELDEN		
3. Purpose of Proposed Legislation To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 11 – Selden with Eranta, LLC, a firm seeking permission to discharge 10,800 GPD.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to Item 4 is "yes," on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	<ul style="list-style-type: none"> District 11 Venture SCSD #11 Selden
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact Part of the connection fee (\$7.06 per gallon per day \$76,248.00) for this project will be paid to District 11 Venture, as per Sewer Agency Resolution 6-2006 to expand SCSD #11 – Selden and the balance of the connection fee of \$7.94 per gallon per day (\$85,752.00) will be paid to the district.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Craig A Platt Assistant Director of Sewer District Activation	11. Signature of Preparer <i>Craig A. Platt</i>	12. Date October 26, 2011

SCIN FORM 175b (10/95)

*DATA
L1 - 11
B1 - 11*

11/1

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1980

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.

COUNTY OF SUFFOLK



1980

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

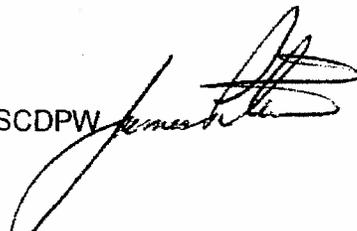
DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
ACTING CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James Peterman, P.E., Chief Deputy Commissioner, SCDPW 

DATE: October 26, 2011

SUBJECT: INTRODUCTORY RESOLUTION CALLING FOR APPROVAL OF THE CONNECTION OF ERANTA, LLC (BR-1581) TO SUFFOLK COUNTY SEWER DISTRICT NO. 11 – SELDEN

Attached is a draft resolution filed as Reso-DPW-SA 10-2011 Eranta, LLC (BR-1581) and appropriate forms with the backup filed as Backup-DPW-SA 10-2011 Eranta, LLC (BR-1581) SCIN 175A. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County Sewer District No. 11 – Selden with Eranta, LLC (BR-1581).

Project Facts:

Type/units:	36 Residential Lots (Previously Filed Subdivisions)	SC Real Property Tax Parcel:	Multiple (See attached)
Area: (Ac)	10.7	SEQRA:	Complete
Flow: (GPD)	10,800	Groundwater Zone:	III
Sewer District:	No. 11 - Selden	Legislative District:	6 th

JP:JD:cap

- cc: Ed Dumas, Chief Deputy County Executive for Policy and Communications
- Gilbert Anderson, P.E. Commissioner, SCDPW
- John Donovan, P.E.
- Janice McGovern, P.E.
- Laura Conway, SCDPW Chief Accountant
- Robert A Braun, Esq.
- Brendan Chamberlain, Director of Intergovernmental Relations
- Nick Paglia, Assistant Executive Analyst
- Elizabeth Duffy, SCDPW
- E-mail to CE Reso Review

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

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SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: **10 - 2011**

**AUTHORIZING THE FORMAL APPROVAL FOR THE
CONNECTION OF ERANTA, LLC (BR-1581) TO
SUFFOLK COUNTY SEWER DISTRICT No. 11 - SELDEN**

WHEREAS, Eranta, LLC is a proposed subdivision consisting of 36 residential lots from previously filed subdivision(s) in Coram, New York, on property identified on various Suffolk County Tax Maps as assorted lots of the Norton Park subdivision, and

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 11 – Selden (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, it is anticipated that Eranta, LLC, Inc. will generate a sewage flow of Ten Thousand Eight Hundred gallons per day (10,800 GPD), and

WHEREAS, the owner of Eranta, LLC, Inc. has applied to this Agency for permission to connect Eranta, LLC, Inc. to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the sewage (the District 11 Venture plant expansion) which is expected to emanate from Eranta, LLC, and

WHEREAS, Sewer Agency Resolution 6-2006 (4/17/06), stated that the connection fee was at the rate of \$15.00 GPD and established \$7.06 GPD as the amount the District 11 Venture could charge the connectees to cover the cost of construction. The District 11 Venture has a right to recover their costs as part of the agreement for expanding the District and the balance of the \$15.00 connection fee (\$7.94 GPD) is to be paid to the District, and

WHEREAS, the connection of Eranta, LLC to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County,

WHEREAS, pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is listed as a Type II Action, and requires no further action, and

NOW, THEREFORE, IT IS

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that Eranta, LLC, Inc. be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

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3rd RESOLVED, that Ten Thousand Eight Hundred gallons per day (10,800 GPD), of capacity in the District's sewage treatment plant be allocated to Eranta, LLC, and it is further

4th RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the developer of Eranta, LLC, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, that the connection fee to be paid to the District for Eranta, LLC, shall be paid upon the execution of the Connection Agreement at the rate of \$7.94 per gallon of sewage per day for a total of \$85,752.00, and the rate of \$7.06 per gallon of sewage per day for a total of \$76,248.00 shall be paid to the District 11 Venture, and it is further

7th RESOLVED, that Eranta, LLC, Inc. shall, at its sole cost, expense and effort, construct a sewage collection facility for Eranta, LLC, and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

8th RESOLVED, that no Certificate of Occupancy shall be issued for any additional portion of Eranta, LLC, Inc. until the sewage collection facility for Eranta, LLC has been completed and the Premises have been connected to the sanitary sewerage facilities of the District, all to the satisfaction of DPW, and it is further

9th RESOLVED, that the developer of Eranta, LLC, Inc. shall furnish a Letter of Credit, in form, wording and amount, and on such terms and conditions, as determined by this Agency's staff, as security for the construction of the sewage collection facility for Eranta, as well as for all of the developer's obligations under the Connection Agreement, and it is further

10th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to the developer of Eranta, LLC if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting June 20, 2011)

1980

SUFFOLK COUNTY SEWER AGENCY
RESOLUTION NO: 6-2006
AMENDING A CONSTRUCTION CONTRACT BETWEEN
SUFFOLK COUNTY SEWER DISTRICT 11 - SELDEN AND A
CONSORTIUM KNOWN AS DISTRICT 11 VENTURE

WHEREAS, the developments of various projects collectively known as District 11 Venture located in the vicinity of Suffolk County Sewer District 11 - Selden have expanded the District treatment facility and connected their developments to that District; and

WHEREAS, the District had requested and the District 11 Venture had complied with constructing capacity beyond their initial needs; and

WHEREAS, the additional cost to the District 11 Venture for this additional work has been documented and confirmed as \$332,000; and

WHEREAS, the additional capacity created by this work results in a flow value of 47,000 gallons per day (gpd); and

WHEREAS, a request has been made by the District 11 Venture to recover their costs of this additional capacity through the shared sale of the 47,000 gpd; and

WHEREAS, the value of the 47,000 gpd to be recovered by the District 11 Venture is \$7.06 per gpd of capacity; and

WHEREAS, the current value of the sale of capacity (connection fee) is \$15 per gpd; now therefore be it

1ST RESOLVED, that the District secure from the New York State Department of Environmental Conservation the necessary approvals to utilize the excess capacity of 47,000 gpd; and be it further

2ND RESOLVED, that the District 11 Venture would be reimbursed \$7.06 per gpd of capacity sold with the District receiving the remainder of the then current connection fee and; be it further

3RD RESOLVED, that the Administrative Head of the District be and he hereby is authorized, directed, and empowered to enter into a contract amendment with District 11 Venture and that the District 11 Venture be required to satisfy the conditions that the Administrative Head deems necessary to ensure performance of such agreement amendment.

(Suffolk County Sewer Agency meeting 04/17/06)

1980

RESOLUTION SUBMITTAL SHEET

Capital Project	NA	Legislative Districts	6
Operating Fund	NA	Federal Aid %	NA
Other		State Aid %	NA

Complete description of why we are asking for resolution; if aided, state status of aid

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 11 – Selden with Eranta, LLC. (BR-1581), a firm seeking permission to discharge 10,800 GPD.

Previous resolution (list previous resolution for the same work)

Resolution Number	Purpose	Amount
NA	NA	Na

Amounts being requested		Current Funding	
Planning	0	Planning	0
Site	0	Site	0
Construction	0	Construction	0
Land	0	Land	0
F&E	0	F&E	0

Project Status

Est. planning completion	NA	Design consultant	
Est. construction start		Contractor	
Est. construction completion			

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue

Offset	Leg. District	Comments
NA		

1981

Intro. Res. No. -2011

Laid on Table

11/22/11

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING PAYGO FUNDS IN CONNECTION WITH THE SUFFOLK COUNTY 1/4% NEW DRINKING WATER PROTECTION PROGRAM FOR ENVIRONMENTAL PROTECTION FOR LAND ACQUISITIONS (CP 8714.210)

WHEREAS, at the general election held on November 6, 2007, the electorate approved the mandatory referendum on Resolution 770-2007, Adopting A Charter Law Extending and Accelerating the Existing Suffolk County ¼% Drinking Water Protection Program for Environmental Protection, Sewer District Tax Rate Stabilization and County-wide Property Tax Protection from December 31, 2013 to November 30, 2030 (Local Law No. 24-2007); and

WHEREAS, under Local Law No. 24-2007, 31.10% of the total revenues generated each calendar year by the ¼% Sales Tax Revenue Stream is allocated and deposited annually to the Suffolk County Environmental Programs Trust Fund; and

WHEREAS, under Local Law No. 24-2007, any bonds or notes must be issued prior to December 31st, 2011; Capital project 8712.210 bonded debt is fully issued at \$209 million dollars in full compliance with the local law; and

WHEREAS, this current funding source for Land Acquisition, Capital Project 8712.210, is fully encumbered via contract and accepted offers; and

WHEREAS, the Division of Real Property Acquisition and Management has additional accepted offers with contracts signed by the land owners and other purchases are currently in negotiation which require a new funding source; and

WHEREAS, beginning January 1st, 2012, the funding source under the ¼% Drinking Water Protection Program will be Pay as You Go; and

WHEREAS, adequate funding is provided within the Fund 477 Fund Balance Reserved for Land Acquisition; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2011 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature by even date herewith has authorized the appropriation of \$26,742,937 in PAYGO funds to cover the cost of purchasing land under the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection; 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 resolution constitutes a Type II action, pursuant to Section 617.5 (c) (18), (20), (21) and (27) of Title 6 of the NYCRR and within the meaning of Section 8-019 (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, 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; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of seventy-three (73) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that sufficient funds exist within the 477 Fund Balance for this project; and be it further

4th **RESOLVED**, that the Adopted 2011 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to General Capital Reserve Fund	\$ 26,742,937

and be it further

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

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525-CAP-IFTR-R477)	525	R477	E525	Transfer from Water Protection	\$26,742,937

and be it further

6th **RESOLVED**, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8714
 Project Title: Suffolk County New Drinking Water Protection Program-Pay As-You-Go

	<u>Total Est'd Cost</u>	<u>Current 2011 Capital Budget & Program</u>	<u>Revised 2011 Capital Budget & Program</u>
2. Land Acquisition	\$26,742,937	\$0	\$26,742,937 W
TOTAL	\$26,742,937	\$0	\$26,742,937

and be it further

7th **RESOLVED**, that these Water Quality Protection proceeds in the amount of \$26,742,937 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8714.210	Suffolk County New Drinking Water Protection Program-Pay-As-You-Go Program for Land Acquisitions	\$26,742,937

and be it further

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

9th **RESOLVED**, that no funding will be expended until the year 2012; and

10th **RESOLVED**, that no funds appropriated by this resolution may be expended unless and until a resolution authorizing planning and/or acquisition of a piece of property for the purposes of these capital projects has been duly adopted and a full SEQRA determination has been completed.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1981

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2011, AMENDING THE 2011 OPERATING BUDGET; AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING PAYGO FUNDS IN CONNECTION WITH THE SUFFOLK COUNTY 1/4% NEW DRINKING WATER PROTECTION PROGRAM FOR ENVIRONMENTAL PROTECTION FOR LAND ACQUISITIONS (CP 8714.210)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8714- SUFFOLK COUNTY NEW DRINKING WATER ¼% PROTECTION PROGRAM-PAY-AS YOU-GO.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
FUND 477 RESERVE FUND BALANCE—PAYGO FUNDS		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		November 3rd, 2011

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1981

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.

COUNTY OF SUFFOLK



1981

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

November 11, 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 Amend the 2012 Capital Budget and appropriate \$26,742,937 for the New Suffolk County 1/4% Drinking Water Protection Program-PayGo (CP8714.210) for environmental protection and land acquisitions.

Please contact me if you require any additional information.

Sincerely,

A handwritten signature in cursive script that reads "Pamela J. Greene".

Pamela J. Greene
Director

PJG:pd

Att.

cc: 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.
Brendan Chamberlain, Director, Intergovernmental Relations
Tom Vaughn, County Executive Assistant
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

98-11/7/11

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

1951
DEPARTMENT OF ENVIRONMENT AND
ENERGY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT

BRIAN T. CULHANE
COMMISSIONER

PAMELA J. GREENE
DIVISION DIRECTOR

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Please contact me if you require any additional information.

Sincerely,

Pamela J. Greene
Director

PJG:pd

Att.

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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

Intro Res. No. 1982-11
Introduced by Presiding Officer on the Request of the County Executive

Laid on Table 11/22/11

RESOLUTION NO. TO READJUST, COMPROMISE, AND
GRANT REFUNDS AND CHARGEBACKS ON CORRECTION
OR ERRORS/COUNTY TREASURER BY: COUNTY
LEGISLATURE #363

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments and grant refunds of taxes, in the case of erroneous or improper assessments, pursuant to the provisions of the Real Property Tax Law and the Suffolk County Tax Act, and

WHEREAS, the properties represented by the item numbers or tax map numbers indicated below have been erroneously or improperly assessed as appears from the certificates of Assessors of the respective towns in which said properties are situated as described below and the procedures as provided in the Real Property Tax Law have been fully complied with, now, therefore, be it

RESOLVED, that the taxes for the properties represented by the item numbers or tax map numbers as shown for the year or years specified be readjusted or refunded in full or in part in the amount set opposite each such parcel as hereinafter indicated, and

BE IT FURTHER RESOLVED that the amount of such adjustment or refund be charged back to the respective town as provided by law.

<u>Description</u>	<u>Year</u>	<u>Original Tax</u>	<u>Corrected Tax</u>	<u>Chargeback or Refund, if paid</u>
BROOKHAVEN:				
0200-977.50-04.00-037.000				
(ITEM #8408725)				
	2008/09	\$25,807.72	0.00	\$25,807.72
	2009/10	\$26,894.63	0.00	\$26,894.63
	2010/11	\$27,572.46	0.00	\$27,572.46

Dated:

Approved By:

Suffolk County Executive

Date of Approval:

1983
Intro. Res. No. -2011
Introduced by Legislator Cilmi

Laid on Table 11/22/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW
NO. -2011, A CHARTER LAW TO INCREASE PUBLIC
ACCOUNTABILITY IN BUDGET PROCESS**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011 a proposed local law entitled, "**A CHARTER LAW TO INCREASE PUBLIC ACCOUNTABILITY IN BUDGET PROCESS**"; 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 INCREASE PUBLIC ACCOUNTABILITY IN
BUDGET PROCESS**

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 pursuant to the SUFFOLK COUNTY CHARTER, the County Legislature is required to adopt an operating budget by November 10th each year.

This Legislature further finds that the County Legislature traditionally votes on budget amending resolutions the day after Election Day.

This Legislature determines that the County Legislature should adopt an operating budget prior to Election Day so that Suffolk residents know where their legislators stand on critical spending and taxing issues before they cast their votes.

Therefore, the purpose of this law is to change the County's budget timeline to ensure that the County Legislature adopts an operating budget prior to Election Day each year.

Section 2. Amendment.

Article IV of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

Article IV, County Budget and Capital Program

* * * *

C4-6. Submission of proposed county budget by County Executive.

On or before the [third Friday] first day of September in each year, the County Executive shall submit to the County Legislature a proposed budget, consisting of a proposed expense budget

and proposed capital budget for the ensuing year. The expense budget shall consist of two separate documents, as follows:

* * * *

C4-9. Public hearings on proposed budget.

- A. The County Legislature shall hold at least two public hearings on the proposed county budget not later than the [31st] 25th day of October in each year [or the 42nd day after the County Executive has actually submitted the proposed budget required by § C4-6 to the County Legislature, whichever is later]. The County Legislature shall have available for the public in advance of the hearings a reasonable number of copies of the tentative budget.

* * * *

C4-10. Action by the County Legislature on proposed budget.

- A. [Not less than 10 days after public hearings required by § C4-9 and] [n]Not later than the [10th] 1st day of November [or the 52nd day after the County Executive has actually submitted the proposed budget required by § 4-6 to the County Legislature, whichever is later,] in each year, the County Legislature shall adopt the proposed county budget consisting of an expense budget by voting to approve a separate mandated portion and a separate nonmandated portion, with or without amendment. If the County Legislature does not adopt a county budget on or before the [10th] 1st day of November [or the 52nd day after the County Executive has actually submitted the proposed budget required by § C4-6 to the County Legislature, whichever is later,] the proposed county budget shall be deemed adopted as submitted. The Suffolk County Legislature's Budget Review Office shall prepare budgetary and financial forecasts of cost to continue expenditures and revenues for major omnibus-type budget amending resolutions for the following year.

* * * *

Section 3. Applicability.

This law shall apply to all operating budgets adopted 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\cl-adopt operating budget prior to election day

OFFICE OF THE COUNTY LEGISLATURE
COUNTY OF SUFFOLK

1983

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: NOVEMBER 17, 2011
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

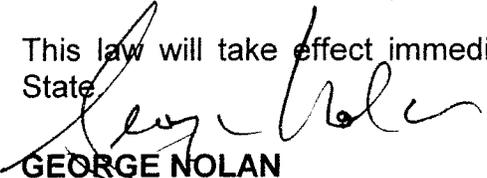
PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A CHARTER LAW TO INCREASE PUBLIC ACCOUNTABILITY IN BUDGET
PROCESS
SPONSOR: LEGISLATOR CILMI

DATE OF RECEIPT BY COUNSEL: 11/17/11 PUBLIC HEARING: 12/6/11
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed law would amend the Suffolk County Charter to advance the timeline for the County's adoption of an operating budget. Specifically, this law would require the County Executive to submit his recommended operating budget to the Legislature by September 10th¹; require the County Legislature to complete its public hearings on the budget by October 25th²; and require the Legislature to adopt an operating budget by November 1st ³, which is prior to Election Day.

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


GEORGE NOLAN
Counsel to the Legislature

GN:mjk

S:\rule28\28-public-accountability-budget-process

¹ Currently, the County Executive must submit his recommended budget no later than the third Friday in September.

² Currently, the Legislature must complete its budget hearings by October 31st.

³ Currently the Legislature must adopt an operating budget by November 10th

1984
Intro. Res. No. -2011 Laid on Table 11/22/11
Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2011, APPROVING AN INCREASE
IN THE FLEET FOR THE SUFFOLK COUNTY
SHERIFF'S OFFICE, AT NO COST TO THE COUNTY
PURSUANT TO A DWI SEIZURE**

WHEREAS, the Sheriff conducts operations in conjunction with multiple federal and local task forces; and

WHEREAS, the Sheriff finds that undercover vehicles are needed to successfully conduct task force operations; and

WHEREAS, pursuant to a DWI seizure under Local Law 270 the Sheriff is entitled to retain a forfeited vehicle; and

WHEREAS, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval of the acquisition of such vehicle, via lease or purchase, has been granted via a 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 Sheriff's Office to be increased by one (1) vehicle, approved pursuant to Chapter 186-2(b)(6) of the Suffolk County Code, and in accordance with or exceeding the County Vehicle Standards, for use by the Suffolk County Sheriff's Office; and be it further

2nd RESOLVED, that said vehicle shall be for undercover use, and shall be retained at no cost to the County pursuant to the provisions of Suffolk County Local Law 270.28A.

Dated:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

**FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

1984

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.

Stephanie Rubino
Chief Executive Analyst
11/15/11

1984

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>X</u> Local Law Charter Law		
2. Title of Proposed Legislation – Approving an increase in the fleet for the Suffolk County Sheriff's Office, at no cost to the County pursuant to a DWI seizure		
3. Purpose of Proposed Legislation – See number 2 above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes No <u>X</u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding – No Cost – Seized/Forfeited vehicle		
9. Timing of Impact - FY 2011		
10. Typed Name & Title of Preparer Michael P. Sharkey Chief of Staff	11. Signature of Preparer	12. Date: 8/15/2011

**RESOLUTION NO. -11, ACCEPTING AND APPROPRIATING FUNDS FOR
A 100% US DEPARTMENT OF HEALTH & HUMAN SERVICES FUNDED
GRANT TO SERVE TANF AND LOW INCOME RECIPIENTS WITH JOB
TRAINING SKILLS.**

WHEREAS, the Department of Health & Human services has awarded a grant in the amount of \$1,002,021 to the Suffolk County Department of Labor to fund a TANF funded Training Employment Program; and

WHEREAS, the allowable activities under this Grant include On-The-Job training, Vocational training and other employment related activities; and

WHEREAS, funds were not included in the Suffolk County Operating Budget; and

WHEREAS, funds were awarded in the amount of \$1,002,021; and

WHEREAS, these funds are 100% Federally funded; now, therefore, be it

1. **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 \$1,002,021

ORGANIZATIONS:

Department of Labor (LAB)
SCHOOL Program
320-6345

1000 – PERSONAL SERVICES

\$213,527

1110 - Interim Salaries

\$213,527

3000 - SUPPLIES, MATERIALS & OTHER EXPS

\$ 670

3010 Office Supplies

\$ 670

4000 - CONTRACTUAL EXPENSES

\$709,100

4340 – Travel: Other

\$ 0

4560 – Fees for Services : Non – Employ

\$709,100

8000 - EMPLOYEE BENEFITS

\$43,724

8280 – State retirement

\$24,327

8330 – Social Security

\$14,770

8380 – Benefit fund Contribution

\$ 4,627

EMPLOYEE BENEFITS - SELF INSURANCE

039-EMP-9000-9600 Transfer to Fund 039 – Self Insurance

\$35,000

INTERFUND REVENUE

001-IFT-E039-9600

\$35,000

and be it further

2. **RESOLVED**, that this resolution does not authorize the lease of any additional vehicles;
and be it further

3. **RESOLVED**, that the County Executive is duly authorized to designate the Department of
Labor as the grant recipient and fiscal agent for the Department of Health & Human Services
Funds; and be it further

4. **RESOLVED**, that the Reporting Category for the County Integrated Financial Management
System (IFMS) is 6345.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

3. EXPLANATION OF REQUESTED COUNTY FINANCIAL ASSISTANCE

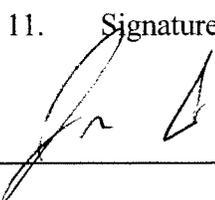
CATEGORY	TOTAL REQUESTED	PERSONNEL COSTS REQUESTED	NON-PERSONNEL COSTS REQUESTED
TOTAL COUNTY SHARE:	\$ -0-	\$ -0-	\$ -0- 1985
Cash Contribution:	\$ -0-	\$ -0-	\$ -0-
a.			
b. In-kind Contribution:	\$ -0-	\$ -0-	\$ -0-
4. Total Number of Positions Requested -0-			
5. Can This Program Be Re-funded by the Proposed Non-County Sources? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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:	<input type="checkbox"/> Approved	Signature of Coordinator	Date
	<input type="checkbox"/> Disapproved		
Comments			
Budget Office Review:	<input type="checkbox"/> Approved	Signature of Budget Director	Date
	<input type="checkbox"/> Disapproved		
Comments			

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1985

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law		
Title of Proposed Legislation: ACCEPTING AND APPROPRIATING FUNDS FOR A 100% US DEPARTMENT OF HEALTH & HUMAN SERVICES FUNDED GRANT TO SERVE TANF AND LOW INCOME RECIPIENTS WITH JOB TRAINING SKILLS.		
3. Purpose of Proposed Legislation TO ACCEPT AND APPROPRIATE FUNDS FOR A 100% US DEPARTMENT OF HEALTH & HUMAN SERVICES FUNDED GRANT TO SERVE TANF AND LOW INCOME RECIPIENTS WITH JOB TRAINING SKILLS.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No REVENUE TO COUNTY		
5. If the Answer to item 4 is "yes", on what will it impact? (check appropriate category) <input checked="" type="checkbox"/> County <input type="checkbox"/> Town <input type="checkbox"/> Economic Impact <input type="checkbox"/> Village <input type="checkbox"/> School District <input type="checkbox"/> Other (Specify <input type="checkbox"/> Library District <input type="checkbox"/> Fire District <input type="checkbox"/> NOT APPLICABLE		
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact ADDITIONAL REVENUE		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. N/A		
8. Proposed Source of Funding US DEPARTMENT OF HEALTH & HUMAN SERVICES		
9. Timing of Impact IMMEDIATE		
10. Typed Name & Title of Preparer James M. Andrews Principal Management Analyst	11. Signature of Preparer 	12. Date October 31, 2011

COUNTY OF SUFFOLK

Gen B2



1985

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 *RWD*

DATE: October 31, 2011

RE: INTRODUCTORY RESOLUTION

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

RESOLUTION NO. -11, **ACCEPTING AND APPROPRIATING FUNDS FOR A 100% US DEPARTMENT OF HEALTH & HUMAN SERVICES FUNDED GRANT TO SERVE TANF AND LOW INCOME RECIPIENTS WITH JOB TRAINING SKILLS.**

Thank you for your assistance.

* * *

RWD:dv
Attachment

Introductory Resolution No.

1986-11

Laid on Table

11/22/11

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
GUILLERMO ALMANZAR
(SCTM NO. 0100-200.00-02.00-014.000)**

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 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 200.00 Block 02.00 Lot 014.000 and acquired by Tax Deed on July 3, 2007 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on July 12, 2007 in Liber 12513 at CP 391 and described as follows, known and designated as part of Lot 31 in Block 38 on a certain map entitled "Map of City of Breslau also known as Wellwood, Sheet 5", and filed in the Office of the Clerk of the County of Suffolk on November 20, 1879 as Map No. 155,

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, Wells Fargo Bank, N.A. has made an offer on behalf of Guillermo Almanzar, to Suffolk County, for the purchase of said above described parcel for the sum of \$5,000.00. 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 \$2,500.00, 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 \$5,000.00, 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 Guillermo Almanzar, 82 Straight Path, Copiague, New York 11726.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

1986

**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

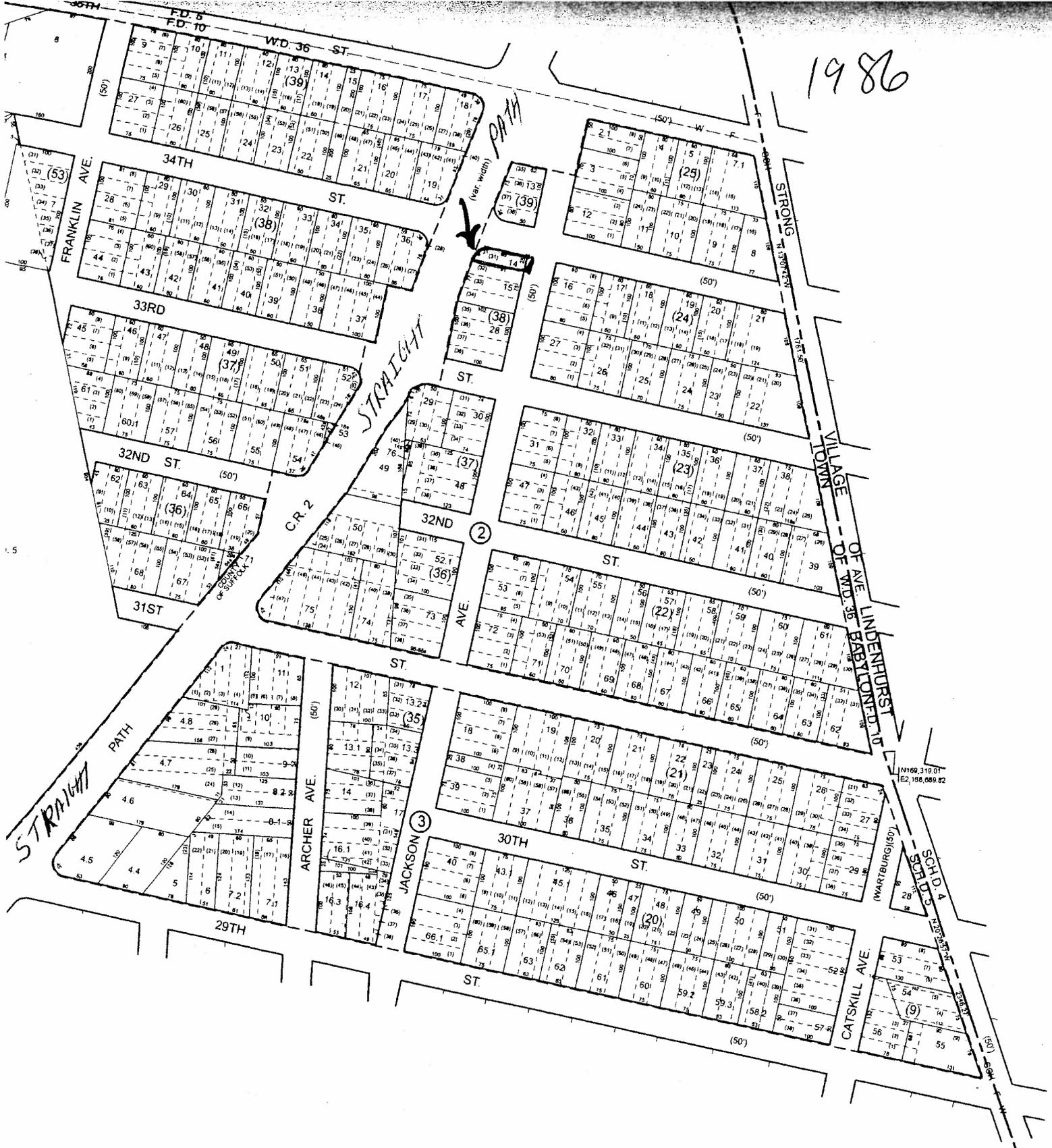
DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0100-200.00-02.00-014.000

ADJOINING OWNER	BID	BID	BID
Guillermo Almanzar 82 Straight Path Copiague, New York 11726 0100-200.00-02.00-015.000	\$5,000.00		

SIZE OF PARCEL: 25' x 91' x var
APPRAISED VALUE: \$2,500.00
COMMENT: Direct Sale to Adjacent Owner

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

1986

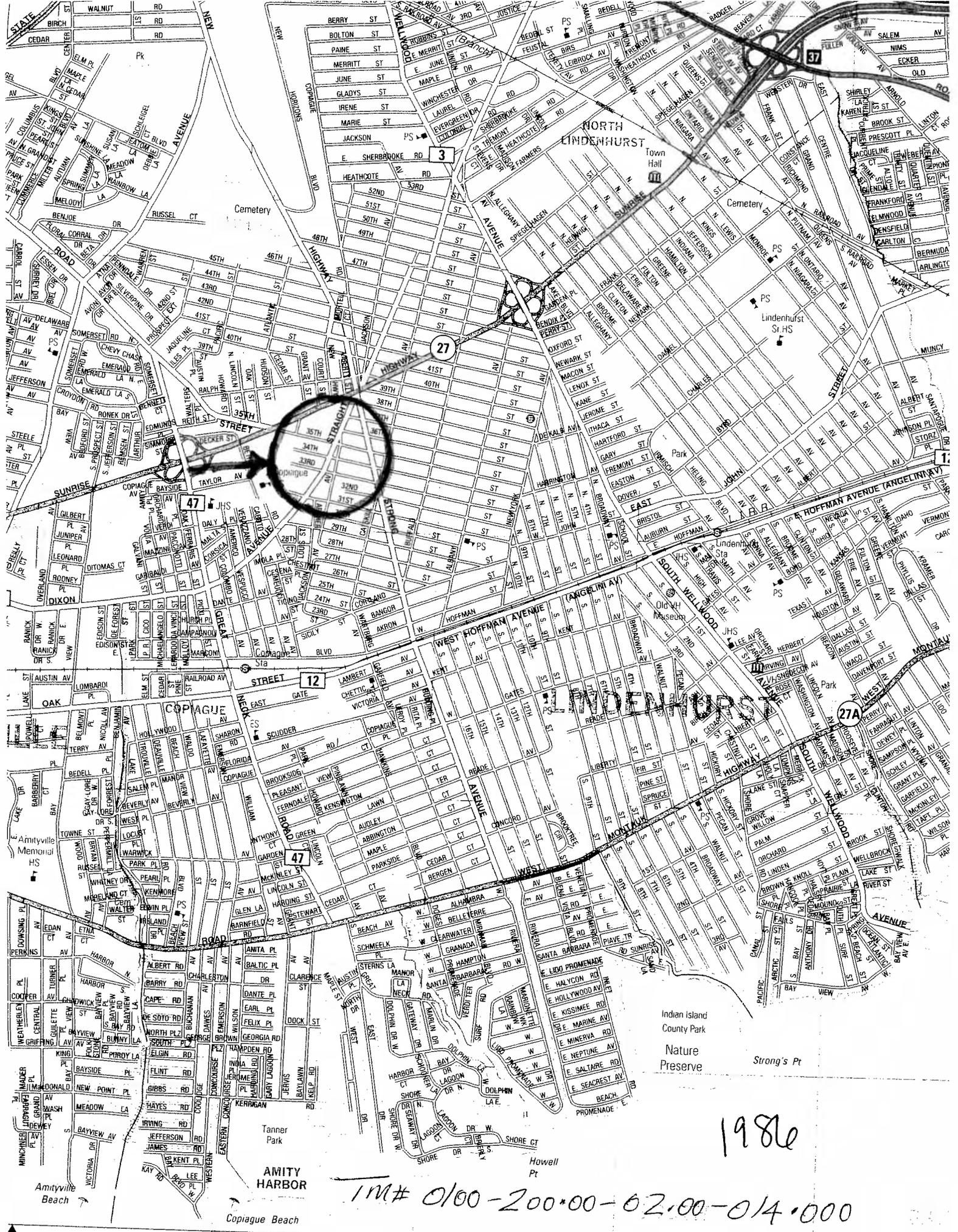


N159,319.01
E2,158,889.82

TM# 0100-200.00-02.00-014.000

1986





1986

1M# 0100-200*00-02.00-014*000

1986

**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



11/2/11

COUNTY OF SUFFOLK

Gen 23



1986

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

November 2, 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: 0100-200.00-02.00-014.000

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:

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

1987

Intro. Res. No. - 2011

Laid on Table

11/22/11

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2011, AUTHORIZING THE
LICENSE AGREEMENT FOR USE OF COUNTY
PREMISES LOCATED AT BUILDING 16, NORTH
COUNTY COMPLEX, HAUPPAUGE NY BY THE
SUFFOLK COUNTY SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS**

WHEREAS, the Suffolk County Society for the Prevention of Cruelty to Animals ("SCSPCA") presently operates from premises located at 363 Rte. 111, Suite 5, Smithtown NY, and has a need to relocate its operations from the above mentioned location; and

WHEREAS, SCSPCA has maintained a cooperative relationship with Suffolk County District Attorney's Office and wishes the SCSPCA to maintain a presence in Suffolk County to assist in its operations; and

WHEREAS, Suffolk County's Department of Public Works Operations and Maintenance division has identified approximately 635 square feet of office space at Building 16 on the North County Complex that could be used by the SCSPCA to continue to maintain its working relationship with Suffolk County; and

WHEREAS, the SCSPCA has expressed its desire to enter into a license agreement for a duration of three (3) years, from October 1, 2011 through September 30, 2014, in exchange for the in-kind services that it provides to the County; and

WHEREAS, the Space Management Steering Committee has reviewed this application and recommended the approval of a license at its August 25, 2011 meeting; now, therefore, be it

1ST RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND RESOLVED, that the County Executive be and hereby is authorized to execute a License Agreement for three (3) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed. Need the signature / date lines

**Article I:
General Terms and Conditions**

1. Description of Licensed Space
2. Term
3. Termination
4. Fee
5. Utilities
6. Purpose
7. Authorization
8. Hours of Operation
9. Licensee's Duties and Obligations
10. No Warranties by County
11. Intentionally Omitted
12. Licensee's Care of Premises
13. Alterations
14. No Assignment
15. Indemnification
16. Risk of Loss
17. Insurance
18. Negative Covenants
19. County's Right to Inspect and Repair
20. Security
21. Surrender
22. Signage
23. Non-discrimination
24. No County Liability for Licensee's Failure
25. Capacity to Contract and IRS Status
26. Arrears to County
27. Liens
28. Status of Employees
29. No Representations
30. Future Acts of Legislature
31. Governing Law
32. No Implied Waiver
33. Conflict of Interest
34. Cooperation on Claims
35. Suffolk County Legislative Requirements
36. Severability
37. Certification as to Relationships
38. Notices
39. Merger; No Oral Changes

**Article II:
Suffolk County Legislative Requirements**

Exhibit A
General Terms and Conditions

1987

WHEREAS, Licensee works cooperatively with the Suffolk County Police Department and the District Attorney's Office to enforce anti-cruelty laws which involve animal torture, animal fighting, animal sacrifice, etc.; and

WHEREAS, licensee has wildlife agents who assist in the humane capture and care of wild and exotic animals; and

WHEREAS, the COUNTY and Licensee work closely together to coordinate their responses to such acts of cruelty to animals; and

WHEREAS, there are mutual benefits having the Licensee located in County facilities in order to coordinate and respond effectively to incidents that occur in Suffolk County, and to enhance communication between Licensee and the County in furtherance of improving the delivery of such law enforcement services to the residents of Suffolk County; and

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

Section 1. Description of Licensed Space: Approximately 635± square feet of office and storage space located in the building identified as Building # **C0016** North County Complex, Veterans Memorial Highway, Hauppauge, New York 11788 (the "**Licensed Space**").

Section 2. Term: December 1, 2011 through November 30, 2014, unless sooner terminated as described.

Section 3. Termination:

- a. Either party may terminate this Agreement without cause at any time prior to the expiration of the Term (including any extensions thereof) (i) by giving thirty (30) days written, advance notice sent by certified mail to the other party, or (ii) upon the mutual consent of the parties.
- b. *Termination by County in the Public Interest:* Notwithstanding anything herein to the contrary, in the event that the Commissioner of the Department determines in his/her sole discretion, that termination is in the best interest of the County, the County may terminate this Agreement. Such termination shall occur upon fifteen (15) days written notice to terminate the Agreement. Upon such termination, Licensee shall vacate and surrender Licensed Space to the Commissioner of DPW immediately.
- c. As of the termination date, Licensee shall quit and surrender the Licensed Space to the Commissioner of the Department of Public Works. It is further agreed that upon termination, Licensee shall remove all of its equipment and that any property and equipment not so removed by the effective date of termination, shall be considered as having been abandoned by Licensee to the County, and title thereto shall rest in the County.
- d. If the term of this Agreement shall expire or be terminated as provided herein, or if Licensee shall abandon the Licensed Space, then and in such event, the Commissioner of the Department may, without further notice, reenter the Licensed Space by force, summary dispossession proceedings, or otherwise, and Licensee waives the service of any notice of the Commissioner's intention to reenter or repossess the Licensed Space or to institute legal proceedings to that end.

- e. Upon the termination or expiration of this Agreement, Licensee shall remain liable to the Commissioner of the Department and the County:
- (i) For the reasonable costs expended by the Commissioner of the Department and the County to place the Licensed Space in the physical condition in which Licensee is obligated to leave it upon the expiration of the term; and
 - (ii) For the costs incurred by the Commissioner of the Department and the County to remove Licensee, and with or without legal process, the cost to expel, oust and remove all parties who may be present upon or occupy any part of the Licensed Spaced, and all personal property that may be thereon and therein contained, without being liable to prosecution, damage, or damages therefore, or for any damage or damages to, or loss of any personal property belonging to any party upon or occupying said Licensed Space or any part thereof from any causes whatsoever by reason of such removal. Licensee expressly waives any and all claims for damages and loss against the County and its officials, officers, employees, servants and agents for or on account of any act done or caused to be done in exercising this right; and the County shall have the right to sell any personal property so seized or remove and recover by such sale or legal process any and all sums due to the County under the terms of this Agreement, and if there is a deficiency may resort to any remedy available.

Section 4. Fee: Licensee agrees to provide in-kind consideration in the form of coordinating responses to and alleviating acts of cruelty towards animals.

Section 5. Utilities:

- a. County shall furnish all utilities, excluding telephone and data, to the Licensed Space. In the event Licensee requires utility services not currently available at the Licensed space, or if additional phone, electric or data lines are required, then in such case, the costs, fees, and charges for such additional utilities shall be payable by the Licensee. Any utility connections required to be made for Licensee's purposes shall be a Licensee charge.
- b. County shall have no liability to Licensee 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 Licensed Space or if the quantity or character of the utilities are no longer available or suitable for Licensee's requirements. The provisions of this Section shall survive the expiration of this Lease.

Section 6. Purpose: It is expressly understood and agreed that this Agreement is a limited license to use the Licensed Space as a local base of operations in connection with Licensee's delivery of services to the County of Suffolk. It is NOT a lease; NO interest in real estate or personalty is granted herewith to the Licensee(s). It is expressly understood that the Licensed Space is and shall be the sole property of the County at all times during the period of this Agreement. Licensee's right to occupy the Licensed Space shall continue only so long as the Licensee shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.

Section 7. Authorization: The parties hereto acknowledge that County is a municipal corporation and is entering into and executing this Agreement by virtue of the authority of Resolution No. ____-20__ of the Suffolk County Legislature, for the purpose and intent expressed in that resolution, that the same is incorporated herein by reference, and further that the Licensee has examined the same is fully aware of the intended purpose thereof, and that the Licensee's occupancy shall be for the sole purpose set forth therein and for no other purpose.

Section 8. Hours of Operation: In exchange for its use of the Licensed Space, Licensee agrees that the Licensed Space shall be available for use by Licensee and approved personnel twenty-four (24) hours per day, seven (7) days per week, subject to applicable building rules and regulations.

Section 9. Licensee's Duties and Obligations:

- a. Licensee shall not permit any unauthorized person(s) to enter, remain within, or upon the Licensed Space. Licensee shall provide to the County, in writing, a list of no more than seven (7) names identifying the person or persons authorized by Licensee to utilize the Licensed Space on behalf of the Licensee, in accordance with the terms and conditions of this Agreement. Such list must be submitted, in writing, to the County, prior to the execution of this Agreement. Licensee may from time to time, amend the list of authorized persons by submitting a notice of any such change, in writing, to the Commissioner of the Department at least ten (10) days prior to the effective date of the proposed change.
- b. Licensee shall further be responsible for any damage or theft of County property caused, either directly or indirectly, by Licensee, its officers, employees, volunteers, agents, guests, and invitees.
- c. Licensee agrees to accept the Licensed Space in "as is" condition, and acknowledges that this Agreement is for use of the Licensed Space in its present physical condition, without any representation or warranty by the County as to the condition thereof.
- d. Licensee shall strictly comply with all applicable Federal, State, County and local laws, rules, regulations, codes, requirements, including but not limited to health laws and health department regulations, and Suffolk County policies in effect on the date of execution of this Agreement and as may be adopted or amended from time to time thereafter, but nothing herein shall require Licensee to perform any alterations or repairs to the Licensed Space (unless Licensee is responsible for the damage, in which case the Licensee shall perform the repair at its sole cost).
- e. Licensee is prohibited from using any appliances, electric business equipment, or the like in the Licensed Space unless the Commissioner of the Department first approves such use, in writing.
- f. Licensee shall not use or permit the storage of any illumination oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in the Licensed Space covered by this Agreement.
- g. Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of interference by any public agency or official in the operation of this Agreement; any such interference shall not relieve the Licensee from any obligations hereunder.
- h. Licensee hereby expressly waives any and all claims for compensation (including, but not limited to, lost profits and revenues) for any and all loss due to impairment of the gas and electrical apparatus, water supply equipment, heating and cooling equipment or wires furnished for the area hereby granted, or by reason of any loss or impairment of light, current, water supply, heating or cooling which may occur from time to time for any cause, or for any loss or damage sustained by Licensee resulting from fire, water, storm, tornado, civil commotion or riots. Licensee expressly waives all rights, claims and demands and forever releases and discharges the County of Suffolk, and its officers,

employees, servants and agents from any and all demands, claims, actions and causes of action from any of the causes aforesaid.

Section 10. No Warranties by County:

- a. Licensee acknowledges that Licensee is accepting the Licensed Space "AS IS" and County shall not be required to perform any work or furnish any materials in connection with the Premises.
- b. Except as otherwise set forth in this Agreement, (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.
- c. Except as may be otherwise expressly provided in the Agreement, County shall not be obligated to provide any services to Licensee or perform any work on behalf of Licensee.

Section 11. Intentionally Omitted:

Section 12. Licensee's Care of the Premises:

- a. It shall be Licensee's sole obligation to take good care of the Premises and make and be responsible for any and all repairs, replacements, or renovations required. Licensee shall perform all work required to accommodate the needs of Licensee. All work is to be conducted in a good and workmanlike manner, at Licensee's sole cost and expense, and shall be subject to prior approval by, and inspection by the Department of Public Works. 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.
- b. On default of Licensee in making such repairs or replacements or renovations in accordance with the approved plans, upon ten (10) days written Notice to Licensee, County may, but shall not be required, to make such repairs and replacements or renovations for Licensee's account. The expenses thereof shall be a cost to Licensee.
- c. Licensee 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 Licensed Space, or to correct any condition which reasonably could cause injuries or damages to persons or property.

Section 13. Alterations: Licensee shall not make any "Alterations," meaning any alterations, installations, improvements, additions, renovations or physical changes to the Licensed Space or any part or portion thereof, without the prior written consent of the Department.

Section 14. No Assignment: The Agreement hereby granted may not be transferred, assigned or otherwise given 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 deemed a material default of this Agreement by Licensee. An assignment shall be deemed to include any change in the corporate structure of Licensee including, but not limited to, consolidation, merger, or transfer of controlling interest of Licensee's corporate entity.

Section 15. Indemnification:

- a. Licensee shall protect, indemnify, and hold harmless the County, its officers, officials, and employees (collectively "Indemnified Parties") from and against all liabilities, fines,

penalties, actions, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs, and expenses caused by the negligence or any acts or omissions of the Licensee, including reimbursement of the cost of reasonable attorneys' fees incurred by an Indemnified Parties in defending any action or proceeding asserted against the Indemnified Parties and arising out of or in connection with Licensee's use of the Licensed Space.

- b. Licensee agrees that it shall protect, indemnify, and hold harmless the Indemnified Parties from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses actually incurred by an Indemnified Parties and arising out of any claim asserted against such Indemnified Parties for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the Indemnified party in defending any such action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to Licensee's actions in carrying out its duties under this Agreement.
- c. At the County's option, the County may defend any such proceeding or action and require Licensee to pay reasonable attorneys' fees for the defense of any such suit.
- d. Licensee agrees not to use, suffer or permit any person to use in any manner whatsoever the Licensed Space or any part thereof for any illegal purpose, or for any purpose in violation of any Federal, State, County Law, ordinance, rule, order or regulation or of any rule or regulation of the County now in effect or hereinafter enacted, amended or adopted, and will protect, defend, indemnify and forever save and keep harmless the County, its agents, servants, officials, and employees from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee, its employees, servants, agents or volunteers in connection with the Licensed Space.
 - 1. In the event of any such violation or in case the County or its representatives shall deem any conduct on the part of Licensee, it employees, servants, agents, or volunteers to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Licensee to at once declare this Agreement terminated without notice to Licensee.

Section 16. Risk of Loss: The risk of loss or destruction from any peril to furniture, fixtures, equipment or other personal property of the Licensee(s) while on the Licensed Space shall be borne entirely by the Licensee(s). It is further understood that the Licensee waives any right to subrogation against the County for loss or destruction to the furniture, fixtures, equipment or other personal property of the Licensee while on the Licensed Space.

Section 17. Insurance:

- a. Prior to the commencement of the term of this Agreement, shall procure, and pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the County. This Agreement shall be void and of no effect unless Licensee provides and maintains insurance coverage during the term of this Agreement. Unless otherwise specified by the County and agreed to by Licensee in writing, such insurance will be as follows:
 - (i) COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for

bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage, and shall furnish the County with proof of same.

- (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 and shall have furnished to the Airport Manager prior to execution of this Agreement the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.
 - (iii) AUTOMOBILE LIABILITY INSURANCE, if any vehicles are used in connection with the use of the Licensed Space hereunder, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit for bodily injury and property damage per occurrence. Such insurance shall cover all owned, scheduled, hired and non-owned vehicles.
- b. All policies required under this *Section 16* shall be issued by insurance companies duly licensed by the State of New York and acceptable to the County, with an A.M. Best rating of A- or better. Licensee shall furnish to the County certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements.
 - c. Licensee shall furnish to the County, prior to the execution of the Lease, 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, Licensee 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.
 - d. 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 Licensee to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

Section 18. Negative Covenants:

- a. Licensee shall not use, occupy, maintain or operate the Licensed Space, nor suffer or permit the Licensed Space or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Licensed Space, nor suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any term, covenant or condition of this Agreement, (ii) knowingly violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Licensed Space, (iii) violate any Legal Requirements, (iv) make void or voidable any insurance policy then in force with respect to the Licensed Space or make any such insurance unobtainable or increase the rate of any insurance with respect to the Licensed Space, (v) cause physical damage to the Licensed Space or any part thereof, (vi) permit the excess accumulation of waste or refuse matter above that accumulated in the permitted use of the Licensed Space

(vii) constitute a public or private nuisance; permit the creation or imposition of any liens or encumbrances upon the Licensed Space. County represents that the use of the Licensed Space as described in this Agreement does not violate (ii) and (iii) above.

- b. Licensee shall commit no act of waste and shall take good care of the Licensed Space and the fixtures and appurtenances therein.

Section 19. County's Right To Inspect And Repair: County may, but shall not be obligated to, enter the Licensed Space at any reasonable time for the purposes of inspection or the making of such repairs, replacements, and additions in, to, or about the Licensed Space, as necessary or desirable, or to perform any covenant, obligation or service contemplated in this Agreement; provided however, that County shall use reasonable efforts to provide advance notice of its access of the Licensed Space and to cause a minimal amount of interference with Licensee's use thereof.

Section 20. Security: Licensee shall cooperate with the Department in connection with ensuring the security and safeguarding of the Licensed Space during the term of this Agreement.

Section 21. Surrender: On the expiration of the Agreement, or upon the sooner termination of this Agreement, Licensee shall at its sole expense, quit, surrender, vacate, and deliver the Licensed Space to the County in good order, condition and repair, ordinary wear and tear, and casualty excepted, together with all improvements and fixtures therein. Licensee shall, at its expense, remove from the Licensed Space all of Licensee's personal property and any personal property of persons claiming by, through or under Licensee, and any Alterations not approved by the County, and shall repair or pay the cost of repairing all damage to the Licensed Space occasioned by such removal. Any of Licensee's personal property or alterations remaining on the Licensed Space after the termination of this Agreement shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as County may see fit, without insurance or liability for any damage which may occur. If any such property so removed is sold, the County may receive and retain the proceeds of such sale.

Section 22. Signage: Any signage to be erected by Licensee shall be subject to the prior written approval of the Department.

Section 23. Non-discrimination in Services: During the term of this Agreement:

- a. Licensee 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 any services or other benefits provided pursuant to this Agreement; or
 - (ii) provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - (iii) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - (iv) restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

- (v) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. Licensee shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
- (i) the types of service(s) or other benefits to be provided, or
 - (ii) the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - (iii) the class of individuals to be afforded an opportunity to receive services.

Section 24. No County Liability for Licensee's Failure: Failure of Licensee to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County nor any of the County's Departments, Bureaus, Agencies, Employees, Agents or Representatives.

Section 25. Capacity to Contract and IRS Status: Licensee represents that they are a duly formed not-for-profit corporation under Section 501(c)(3) of the Code of the United States Internal Revenue Service and that they will provide appropriate documentation certifying such status for the duration of this Agreement. Licensee further warrants that its entry into this Agreement was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

Section 26. Arrears to County: Licensee warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon debt or contract and, to the best of its knowledge, is not in default as surety, contractor or otherwise on any obligation to, or contract with the County.

Section 27. Liens: Licensee shall not allow any public improvement liens to be claimed, assessed and/or filed against the County with reference to any maintenance or improvements which the Licensee may make upon the Licensed Space, or by reason of Licensee's acts or omissions or because of any claim against Licensee. Should any of the same be filed, Licensee shall cause them to be cancelled or discharged of record by bond or otherwise within sixty (60) days of said filing. If Licensee shall fail to cancel or discharge said lien or liens within the 60-days period, the County may cancel or discharge same and upon the County's demand, Licensee shall reimburse the County for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 5% of such costs.

Section 28. Status of Employees:

- a. It is expressly agreed that the status of American Red Cross – Long Island Chapter hereunder is that of a licensee. Neither the Licensee nor any person hired by Licensee shall be considered employees of the County for any purpose whatsoever. Notwithstanding anything herein, this Agreement shall not be construed as creating a principal-agent relationship between the County and Licensee or Licensee and the County, as the case may be.
- b. Any private citizens participating in activities directed by the Licensee or performing work on behalf of Licensee are aware of the nature of work which is to be performed and shall follow prescribed safety guidelines and procedures. Any of said private citizens shall

hold the County harmless from any liability whatsoever for any injuries that they may suffer or damages that they may cause or suffer as a result of their participation in the work performed at the Licensed Space.

Section 29. No Representations: 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.

Section 30. Future Acts of Legislature: During the term of this Agreement, Licensee 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, provided any such acts do not require the Licensee to do any restoration or repair work to the Licensed Space other than restoration or repair work required as a result of Licensee's use of the Licensed Space under this Agreement.

Section 31. Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

Section 32. No Implied Waiver: No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

Section 33. Conflicts of Interest:

- a. Licensee agrees that it will not during the term of this Agreement knowingly engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. Licensee 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 throughout the term of this Agreement. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

Section 34. 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 Agreement.

Section 35. Suffolk County Legislative Requirements: The Parties agree to be bound by the terms of the Suffolk County Legislative Requirements, annexed hereto as **Article II**, and made a part hereof.

Section 36. Severability: It is expressly agreed that if any term or provision of this Agreement and or any amendment hereto, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement 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 Agreement and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

Section 37. Certification as to Relationships: The parties to this Agreement hereby certify that, other than the consideration provided in this Agreement, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Agreement.

Section 38. 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 Licensee 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 Licensee 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 this Agreement.

Section 39. 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.

End of Text for Article I

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**Article II
Suffolk County Legislative Requirements**

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

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

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

Required Form:
Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

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

Required Forms:

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

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of 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 Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

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

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred

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

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

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

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

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

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

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form

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

“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 contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article 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 Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense

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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 Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter), 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 Article II

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License Agreement

This Agreement (Agreement) is between the County of Suffolk ("**County**"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Department of Public Works ("Department")** located at 335 Yaphank Avenue, Yaphank, New York 11980; and

Suffolk County Society for the Prevention of Cruelty to Animals ("**Licensee**"), a not-for-profit corporation having an office at 383 Rte. 111, Suite 5, Smithtown, New York, 11787.

The parties hereto desire to establish a License Agreement between the County and the Licensee for the use of space in connection with Licensee's services and to facilitate coordination of such services with the County.

Term of Agreement: December 1, 2011 through November 30, 2014, unless sooner terminated as described in Article I.

Total Cost of Agreement: In kind services as set forth in Section 4 of Article I.

Terms and Conditions: Shall be as set forth in Articles I and II, attached.

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

Suffolk County Society for the Prevention of Cruelty to Animals

County of Suffolk

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Deputy County Executive
Date: _____

Approved As To Legality

**Approved:
Department of Public Works**

Christine Malafi, Suffolk County Attorney

By: _____
Gilbert Anderson
Commissioner

By: _____
Basia Deren Braddish
Assistant County Attorney

Date: _____

Date: _____

**Recommended:
Space Management Steering Committee**

**Recommended:
Division of Real Estate**

By: _____
Name: _____
Chairperson
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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Intro. Res. No. - 2011

Laid on Table

11/22/11

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2011, AUTHORIZING THE
LEASE OF PREMISES LOCATED AT 20 PINEHURST
DRIVE, BELLPORT NY FOR USE BY SUFFOLK
COUNTY DEPARTMENT OF FIRE, RESCUE &
EMERGENCY SERVICES**

WHEREAS, the Suffolk County's Department of Fire, Rescue & Emergency Services has been awarded a Federal Emergency Management Agency grant to enable the storage of grant-funded weapons-of-mass destruction (WMD) response trailers and equipment and to store disaster supplies – life-saving commodities (water and MREs); and

WHEREAS, a 9,078-square-foot facility meeting the storage requirement for the above mentioned items has been identified at 20 Pinehurst Drive, Bellport NY; and

WHEREAS, the Landlord, Crossvets Realty LLC, has expressed its willingness to lease the space at 20 Pinehurst Drive, Bellport, NY for a term of one (1) year, from January 1, 2012, through Dec. 31, 2012 with two (2) one-year extension options, based upon the availability of continued funding for the lease, with no annual rent escalation if in fact any of the options are exercised; and

WHEREAS, the Space Management Steering Committee recommended the approval of the terms for this lease renewal at its September 29, 2011 meeting; and

WHEREAS, sufficient funds are included in the 2012 Operating Budget for lease payments to be made for such storage facilities; now, therefore, be it

1ST RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND RESOLVED, that the County Executive be and hereby is authorized to execute a Lease in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

3RD RESOLVED, annual rent for the Premises shall be \$76,000, as of January 1, 2012, which amount will remain constant throughout the term, including any option periods.

DATED:

County Executive of Suffolk County
Date of Approval:

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AGREEMENT OF LEASE

between

CROSSVETS REALTY LLC

as LANDLORD

and

COUNTY OF SUFFOLK

as TENANT

Date for Reference Purposes: November 15, 2011

Premises: 20 Pinehurst Drive, Bellport New York 11713

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A - Floor Plan

B - Landlord - Tenant Responsibilities

C - Legislative Requirements

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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease") made as of the ___ day of _____, 201___, between Crossvets Realty, c/o Brian Jusas, _____, NY _____ ("LANDLORD"), and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 ("TENANT" or "County"), acting through its duly constituted Department of Public Works ("Department"), located at 335 Yaphank Avenue, Yaphank, New York 11980, on behalf of the Department of Fire, rescue and emergency Services (the "User Department").

WITNESSETH:

SECTION 1. DESCRIPTION

Section 1.01 In consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Lease, LANDLORD hereby agrees to lease to County storage space located at 20 Pinehurst Drive, Bellport, New York 11713 containing approximately 9,078 square feet of building space and related common areas, facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Lease, as shown on the Floor Plan attached hereto as **Exhibit A**, (referred to hereinafter as the "Demised Premises") and further identified as a portion of:

<u>S.C. Tax Map No.</u>	<u>Dist.</u>	<u>Sect.</u>	<u>Blk</u>	<u>Lot</u>
	0200	813	01	008.29

SECTION 2. PURPOSE

Section 2.01 The parties acknowledge that County is a municipal corporation and is entering into and executing this Lease by virtue of the approval of Suffolk County Resolution No. ___ - 200___, dated the ___ day of _____, 20___ (the "Resolution"), for the use of the Demised Premises by the Suffolk County Department of Fire, Rescue, and Emergency Services for storage purposes. TENANT acknowledges and agrees to use the Demised Premises as specified herein.

Section 2.02 LANDLORD warrants that it holds such title to or other interest in the Demised Premises and other property as is necessary to give and fully provide the County with access to the Demised Premises and full use and enjoyment thereof in accordance with the provisions of this Lease.

Section 2.03 LANDLORD warrants that the intended use of the Demised Premises is a permitted use under LANDLORD's title to the Demised Premises and that LANDLORD knows of no covenant, restriction, or other agreement which would prevent such use or occupancy. LANDLORD further certifies that no covenants, restrictions, or other impediments to title have been added since the date of the issuance of the title insurance policy.

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SECTION 3. TERM AND CANCELLATION

Section 3.01 The term of this Lease shall commence on or about January 1, 2012, or as of the date of occupancy by TENANT, whichever is later (the "Commencement Date") and shall expire one (1) years later on December 31, 2012 (the "Expiration Date"), or on such earlier date as 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" means any day except a Saturday, a Sunday, or any day on which commercial banks are required or authorized to close in Suffolk County, New York.

Section 3.02 County, provided it is not in default of any of the terms of this Lease, shall have two consecutive, one-year options to extend this Lease for one additional year, commencing upon the expiration of the initial term ("**Option**"). Said Option shall be exercised upon TENANT notifying LANDLORD prior to the expiration of the then current term of its intention to exercise the Option.

Section 3.03 In the event that State and/or federal funding for expenses incurred in connection with the lease of the Demised Premises are at any time eliminated or reduced, TENANT shall have the option to terminate this Lease. TENANT may exercise the option to terminate the Lease by providing LANDLORD ninety (90) days prior written notice by certified mail, return receipt requested, of the intent to exercise this option, that this Lease will come to an end with the same force and effect as if the date in the notice specified were the day herein provided for the expiration of the Lease.

SECTION 4. RENT

Section 4.01 "Annual Rent" for the Premises for the first year, and for any Option periods exercised, shall be fixed at \$76,000.00, beginning on the Commencement Date. Annual Rent shall include all expenses of the Demised Premises including, but not limited to, utilities, taxes, and Common Area Maintenance Charges.

Section 4.02 Annual Rent for the Demised Premises shall be payable by County to LANDLORD, at LANDLORD's address first set forth above, or at such other place designated by LANDLORD in writing, in equal monthly installments, in advance, on the first day of each calendar month during the Term, except, however, the first monthly payment shall be payable within thirty (30) days of County's receipt of a signed voucher, in accordance with *Section 4.03* below. Partial months shall be prorated.

Section 4.03 LANDLORD recognizes that County is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and proceedings of said municipality require that the payment of Annual Rent shall only be made in accordance with such statutes. As part of said procedures, it is necessary that LANDLORD submit vouchers provided by County for the payment of Annual Rent hereinabove provided, and any other reasonable documentation as may be required by County for payment of Expenses, as defined in *Section 4.04*, or other charges under the terms of this Lease. LANDLORD hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by County's Department of Audit and Control within one hundred eighty (180) days following the end of the calendar year in which such cost or expense relating to the request for payment was incurred. County agrees to deliver vouchers to

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LANDLORD at least ten (10) Business Days after a request from LANDLORD for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within one hundred and eighty (180) days following the end of the calendar year in which such cost or expense was incurred shall constitute grounds for the County to deny payment for the same. If County fails to deliver the vouchers as required hereunder, then LANDLORD shall not be required to submit the undelivered vouchers as a condition to its right to receive any payment to which such voucher relates, and the failure of LANDLORD to submit such undelivered voucher to County shall not prevent or constitute a condition to LANDLORD's ability to exercise its rights pursuant to **Section 25**. Once completed by LANDLORD, LANDLORD shall submit the vouchers to TENANT. By submitting completed vouchers for Annual Rent, LANDLORD shall have satisfied its obligation to request payment of Annual Rent hereunder for the entire calendar year.

Section 4.04 Any sums, charges, fees, expenses, or amounts to be paid by County pursuant to the provisions of this Lease, other than Annual Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by County to LANDLORD, as additional rent, within sixty (60) days after LANDLORD gives County written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by County, for the amount of such Expense, unless otherwise provided in this Lease. LANDLORD shall have the same rights and remedies upon County's failure to pay Expense as for the non-payment of the Annual Rent and County's obligations to make adjustments of Expenses referred to in this Lease, shall survive any expiration or termination of this Lease.

Section 4.05 Acceptance of rent from other than named TENANT shall in no event be deemed the acceptance and acquiescence to any assignment or subletting of the Demised Premises in whole or in part. No payment by County or receipt by LANDLORD of an amount less than the monthly rent then due, including additional rent, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or extraneous matter on any check or in any letter accompanying such payment of rent affect the terms of this Lease or be deemed an accord and satisfaction, and LANDLORD may accept such payment without prejudice to any of its rights.

SECTION 5. REAL ESTATE TAXES

Section 5.01 LESSOR shall pay all Real Estate Taxes, as defined below, during the entire Term of this Lease.

The term "Real Estate Taxes" shall mean and be deemed to include all real property 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 LESSOR 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".

SECTION 6. UTILITIES

Section 6.01 All costs, fees, and charges for public or private utility services for the Premises during the Term (i.e., water, gas and electric), together with any taxes thereon, shall be a LANDLORD charge and shall be paid by LANDLORD directly to the applicable utility except as otherwise provided in *Section 6.02*, below. Other services shall be paid as indicated on the "Landlord-Tenant Responsibilities Sheet" annexed as **Exhibit B**.

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Section 6.02 TENANT is entitled to an annual credit toward gas and electric usage costs, fees and charges in the total amount of six thousand dollars (\$6,000.00). Any gas or electric usage charges in excess of this annual amount shall be paid by TENANT in accordance with Section 4.04 of this Lease.

SECTION 7. PARKING

Section 7.01 During the term of this Lease, LANDLORD shall provide unobstructed, paved parking spaces contiguous to the subject building and under the control of LANDLORD, which parking spaces shall be in compliance with all requirements of any "Governmental Authority" in connection with the issuance of all permits and approvals necessary to effect Delivery.

For purposes of the Lease, "Governmental Authority" means 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 8. DELIVERY AND CONDITION

Section 8.01 LANDLORD represents that the Demised Premises has been constructed, reconstructed, and/or renovated in a good and workmanlike manner in accordance with the appropriate town or village building code for which a permit and necessary Certificate of occupancy and/or Use has been delivered, a copy of which shall be provided the County.

Section 8.02 LANDLORD agrees to deliver the space broom clean, with all mechanical and building systems in good working order.

Section 8.03 Notwithstanding *Section 8.01* and *8.02* above, County has inspected the Demised Premises prior to execution of the lease and, excepting any potential latent defects as defined in *Section 8.05*, below, County is accepting the Demised Premises in its "As Is" condition.

Section 8.04 The Demised Premises, as a whole, shall be delivered to County rodent, vermin, and insect free and further, during the Term of this Lease, LANDLORD, shall provide preventative, and any and all necessary exterminating, fumigating, or treatment for a rodent, vermin or insect infestation reported by County, or discovered by LANDLORD; such extermination, fumigation, or treatment to be performed only by a New York State Environmental Conservation certified applicator subject to the provisions of Chapter 380 of the Suffolk County Code.

Section 8.05 LANDLORD shall cure "Latent Defects," defined below, within sixty (60) days of the receipt of a letter from County identifying, in writing, the Latent Defects; provided, however, that such sixty-day (60) period shall be extended to the extent of any delays in LANDLORD's completion thereof due to or resulting from: (a) TENANT Delay; (b) Excusable Delays; and/or (c) such items of a special, custom or particular nature requiring special, extraordinary or non-customary fabrication, purchasing, ordering, procurement, assembly, or installation. Notwithstanding anything to the contrary contained in this *Section 8.04*, LANDLORD shall not be required to cure any Latent Defects not identified by County, in writing, within one (1) year after the Commencement Date.

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For purposes of this Lease, the term "Latent Defects" means defects in the construction of the Demised Premises which TENANT could not reasonably be expected to discover in its reasonable inspection of the Demised Premises in connection with the Delivery.

For the purposes of this Lease, the term "Legal Requirements" means 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 Demised Premises or any part thereof or the sidewalks, curbs, or areas adjacent thereto.

SECTION 9. ACCESS TO THE DEMISED PREMISES

LANDLORD shall provide County 24 hours/7 days per week, 365 days per year, access to the Demised Premises by means of a proximity card.

SECTION 10. INTENTIONALLY OMITTED

SECTION 11. PREVAILING WAGE

Section 11.01 Any construction or reconstruction of the Demised Premises constitutes a public works contract under Article 8 of the Labor Law. LANDLORD acknowledges and agrees to comply with the prevailing wage requirements in connection with any construction or reconstruction of the Demised Premises.

Section 11.02 No person performing, aiding in, or assisting in construction or reconstruction of the Demised Premises shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. Any person or corporation that willfully pays, after entering into a contract, less than this established wage schedule shall be guilty of an offense punishable by a fine or by imprisonment or both.

Section 11.03 LANDLORD is advised to fully familiarize itself with all applicable provisions of the New York State Labor Law and more specifically, Article 8, Public Work. It is the responsibility of the LANDLORD to provide each of its contractors/subcontractors with the prevailing wage rate schedule. The prime contractor is responsible for any underpayments of prevailing wages or supplements by its contractors/subcontracts.

SECTION 12. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

Section 12.01 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 **Exhibit C** entitled "Suffolk County Legislative Requirements." In accordance with this law, LANDLORD and any contractor, subcontractor or owner, as the case may be, agrees to maintain the documentation mandated to be kept by this law on the construction site at all times. LANDLORD and any contractor, 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.

SECTION 13. INTENTIONALLY OMITTED

SECTION 14. [INTENTIONALLY OMITTED]

SECTION 15. [INTENTIONALL OMITTED]

SECTION 16. EFFECT OF ACCEPTANCE AND OCCUPANCY

Section 16.01 Neither County’s acceptance of the Demised Premises for occupancy, nor the County’s occupancy thereof, shall be construed either as a waiver of any requirement of or right of the County under this Lease, or as otherwise prejudicing the County with respect to any such requirement or right.

SECTION 17. CARE AND REPAIR OF DEMISED PREMISES BY TENANT

Section 17.01 During the Term of this Lease, and subject to the provisions of **Section 19**, County shall make and be responsible for, at County’s sole cost and expense, all repairs and replacements relating to the Demised Premises which are not caused by or due to a Latent Defect and in accordance with the **Exhibit B**, and those repairs and/or replacements which are made necessary by: (1) the performance of any “Alterations,” defined in *Section 18.01*, made by County; (2) the negligent use or operation of County’s property or fixtures; (3) the moving of County’s property or fixtures in, out or about the Demised Premises; (4) the negligence or misuse of the Demised Premises by County or its officers, employees, personnel, agents, representatives, contractors, subcontractors, or invitees. All repairs made by or on behalf of County shall be at least equal in quality and design to the original construction of the Demised Premises.

SECTION 18. ALTERATIONS

Section 18.01 County shall have the right, during the term of this Lease, to make any “Alterations,” meaning any alterations, installations, improvements, additions, or renovations to the Demised Premises or any part or portion thereof, without the prior consent of the LANDLORD, which are non-structural and do not affect interior and exterior walls, the foundation or roof of the building and which do not affect or pertain to any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport, or other systems and equipment (collectively “Building Systems”). County shall not make Alterations that are structural or affect the interior and exterior walls, foundation or roof of the building, or affect or pertain to any Building Systems without LANDLORD’s prior written consent.

County shall deliver to LANDLORD a copy of the final plans and specifications showing the actual construction for any Alterations. LANDLORD shall have the right, but not the obligation, to review and supervise any Alterations performed at the Demised Premises.

Section 18.02 All Alterations, excluding County’s trade fixtures, moveable office furniture, and moveable equipment, installed in the Demised Premises, either by County or by LANDLORD on County’s behalf, shall become the property of LANDLORD and shall remain upon and be surrendered with the Demised Premises upon the expiration or earlier termination of the Lease. Nothing in this **Section 18** shall be construed to give LANDLORD title to, or to authorize

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LANDLORD to prevent County's removal of trade fixtures, moveable office furniture and equipment, generators, etc.

SECTION 19. CARE OF DEMISED PREMISES BY LANDLORD

Section 19.01 The Demised Premises, as a whole, shall be properly constructed and will be delivered to County in good condition. Except in case of damage arising out of the willful act or negligence of County, its officers, employees, agents, or invitees, subject to the provisions of **Section 17**, LANDLORD shall maintain and promptly repair the Demised Premises, including the building, Building Systems and all equipment, fixtures, and appurtenances furnished by the LANDLORD under this Lease, to keep same in good repair and condition, and in accordance with general industry practice in the operation of such a building, so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, water, access and other things to the Demised Premises, without reasonably preventable or recurring disruption, as is required for the County's access to, occupancy, possession, use and enjoyment of the Demised Premises as provided in this Lease, at LANDLORD's sole cost and expense. It is hereby understood and agreed that the heating and air conditioning systems will be kept under a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, solely at LANDLORD's expense. If any existing heating and air conditioning systems are inadequate to provide a consistent degree of comfort, LANDLORD shall, at its own expense, replace or modify the system to assure consistent comfortable temperatures.

Section 19.02 LANDLORD, at LANDLORD'S sole cost and expense, shall comply with all applicable statutes, laws, ordinances, orders, regulations and notices of Federal, State, County and Municipal authorities, and with all directions, pursuant to law, of all public officers, which shall impose any duty upon LANDLORD with respect to the Demised Premises or the use or occupation thereof, except that LANDLORD shall not be required to make any alterations in order so to comply in the event such alterations are necessitated or occasioned, in whole or in part, by the negligent acts or gross omissions of County or any person claiming through or under County or any of their servants, employees, contractors, agents, visitors or licensees, or by the particular use or manner of use of the Demised Premises by the County, or any such person.

Section 19.03 LANDLORD shall have a building superintendent or a locally designated representative available to promptly correct deficiencies and keep the County notified of the name of that person or persons as well as with all contact information including telephone numbers, fax number and e-mail address.

Section 19.04 In addition to the LANDLORD's obligations under *Sections 19.01 and 19.02*, and subject to the provisions of **Section 17**, LANDLORD shall further make all necessary repairs, replacements and perform maintenance, at no additional cost to County, as follows:

- (i) to the exterior water, gas and electrical services, including drainage structures, cesspools, septic tanks and all connecting piping; it being specifically understood that in no event shall LANDLORD be liable for failure of any service provided by an independent utility provider;
- (ii) made necessary by fire or other peril covered by the standard extended coverage endorsement on fire insurance or by reason of war, wind, or Acts of God, contents excepted;
- (iii) landscaping and general maintenance of landscaped areas of the Building;

- (iv) snow removal on all parking lots and walkways of the Building;
- (v) building maintenance; and
- (vi) to all items designated as LANDLORD responsibility as shown in **Exhibit B**.

Section 19.05 County shall give to LANDLORD prompt written notice (notice by fax or e-mail being acceptable) of any accidents, damage, or defects in the roof, the exterior of the building, plumbing, electrical service, electrical lights, HVAC apparatus, or any other building system. Absent misconduct by the County, these defects shall be remedied by LANDLORD.

Section 19.06 LANDLORD agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Demised Premises caused by the negligence or willful misconduct of LANDLORD, and LANDLORD's employees, agents, contractors, and subcontractors. County shall notify LANDLORD of the need for any such repair or replacement promptly after County becomes aware of the need for the same.

Section 19.07 LANDLORD shall provide timely maintenance testing and inspection of all Demised Premises and building equipment and systems in accordance with applicable codes, and inspection certificates must be displayed as required by law.,

SECTION 20. INSURANCE

Section 20.01 County shall procure and keep in full force and effect at its own cost and expense liability insurance in which policy LANDLORD or, in the event County is requested in writing by LANDLORD, LANDLORD's Mortgagee, or their successors or assigns, shall be named as an additional insured in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage, and shall furnish LANDLORD with proof of same. This insurance is to be excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

Section 20.02 In the event that a lease is for less than 100% of the building, County shall only provide liability insurance, naming the landlord as an additional insured, for the area which it leases. LANDLORD is required to provide liability insurance, naming County as an additional insured, for all common areas or any other areas of the building not leased to the County, including all exterior areas of the Demised Premises such as parking areas and walkways, regardless of whether the areas are designated for the County's use including contractual liability coverage, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage.

Section 20.03 Notwithstanding the foregoing, County, at its sole option, subject to County being in full compliance with all applicable New York State, local and federal regulations regarding County's self-insurance program and subject to County's satisfying the Self-Insurance Standard, may elect to be either partially or totally self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, County must notify LANDLORD of its self-insured status by a signed writing. This self-insurance is to be excess over any other valid and collectible insurance.

Section 20.04 All risk of loss from fire or any other peril causing damage or destruction to the Premises or any other real or personal property of LANDLORD during the Term shall be borne by LANDLORD. Any property insurance policy(s) obtained by LANDLORD to cover this exposure shall contain a Waiver of Subrogation against County. Prior to the Commencement

Date, LANDLORD must submit to County a current certificate of insurance indicating that such waiver is in full force. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of County located on the Demised Premises shall be borne by County, and County waives any right of subrogation against LANDLORD with respect to such losses.

Section 20.05 LANDLORD shall indemnify and hold harmless County from and against all claims, costs (including attorneys' fees), losses, and liabilities of whatsoever nature arising out of the acts or omissions or negligence of LANDLORD, its officers, agents, servants or employees in connection with the building and property of which the Demised Premises forms a part, and LANDLORD's obligations under this Lease.

Section 20.06 In the event the property is transferred by LANDLORD, the transferee shall immediately provide the Department with the required proof of insurance in accordance with this **Section 20**.

SECTION 21. INDEMNIFICATION

Section 21.01 LANDLORD shall protect, indemnify and hold harmless County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts, omissions, or the negligence of LANDLORD, its officers, agents, servants, employees, contractors or subcontracts in connection with the Demised Premises and its obligations under this Lease; provided, however, that LANDLORD shall not indemnify for that portion of any claim, loss or damage arising under this Lease due to the negligent act or failure to act of the County. LANDLORD shall defend County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts, omissions, or negligence of LANDLORD, its officers, officials, employees, subcontractors or agents, if any, in connection with the Demised Premises or LANDLORD's obligations under the Lease.

Section 21.02 To the extent permitted by law, County shall indemnify LANDLORD, its agents, and employees from and against all claims (except for claims brought by Suffolk County Employees under Workers' Compensation Laws), costs (including attorneys' fees), losses, and liabilities of whatsoever nature arising out of the intentional acts, omissions or negligence of the County, its officers, agents, servants, invitees, contractors, licensees or employees.

SECTION 22. FIRE AND CASUALTY DAMAGE

Section 22.01 If either the entire Demised Premises or more than 50% of the Demised Premises is destroyed by fire or other casualty, and cannot be fully restored within thirty (30) days, this Lease will immediately terminate. In case of partial destruction or damage in an amount less than 50% of the Demised Premises, which renders the entire Demised Premises usable for the intended purposes, as reasonably determined by either LANDLORD or the TENANT, and LANDLORD is unable to guarantee the full restoration of the Demised Premises within thirty (30) days from the date of such partial destruction or damage, either party may terminate the Lease by giving written notice to the other party within ten (10) calendar days of the fire or other casualty; if so terminated, no rent will accrue to the LANDLORD after such partial destruction or damage;

Section 22.02 As long as the County is deprived of the use of any or all of the Demised Premises on account of fire or casualty, Annual Rent shall be abated in proportion to the usable

area of the Demised Premises that are rendered substantially unfit for occupancy by such fire or casualty, unless, in the County’s sole judgment, such fire or casualty renders the undamaged part of the Demised Premises materially unsuitable for use by the County for the uses contemplated by this Lease, in which event the Total Annual Rent shall be abated entirely during such period of deprivation.

Section 22.03 Unless LANDLORD or County shall serve a termination notice as provided for in *Sections 22.01*, LANDLORD shall work diligently to make all repairs and restorations to the Demised Premises, with all reasonable expedition, subject to delays due to adjustment of insurance claims and Excusable Delays. After any such casualty, County shall cooperate with LANDLORD’s restoration by removing from the Demised Premises as promptly as reasonably possible any of County’s salvageable inventory and movable equipment, furniture, and other property as requested by LANDLORD.

Section 22.04 The parties agree that this **Section 22** constitutes an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force shall have no applicability.

SECTION 23. INTENTIONALLY OMITTED

SECTION 24. NEGATIVE COVENANTS

Section 24.01 County shall not use, occupy, maintain, or operate the Demised Premises, nor suffer or permit the Demised Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Demised 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 Demised Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Demised Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Demised Premises, (e) cause physical damage to the Demised Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

SECTION 25. LANDLORD’S DEFAULT REMEDIES/DAMAGES

Section 25.01 Upon the occurrence, at any time prior to, or during the Term of the Lease, in addition to any other remedy available to LANDLORD at law or in equity, of any one or more of the following events (referred to as “Events of Default”):

- (i) if County shall default in the payment when due of any installment of Annual Base Rent, and any such default continues for ten (10) Business Days, except for January of each calendar year, then if such default in January continues beyond ten (10) Business Days, after LANDLORD shall give County a written notice specifying such default; or
- (ii) if County 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 thirty (30)

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days after LANDLORD gives County written notice specifying same, or, in the case of a default which for causes beyond County's reasonable control cannot, with reasonable diligence be cured within such period of thirty (30) days, if County shall not immediately upon the giving of such written notice, (a) advise LANDLORD of County'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;

the following Sections shall apply and LANDLORD shall have the rights and remedies set forth herein, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, LANDLORD shall agree in writing with County that the Event(s) of Default has been cured by County in all respects.

Section 25.02 By notice to County, LANDLORD shall have the right to terminate this Lease as of a date specified in the notice of termination and in such case, County's rights, including any based on any option to renew, to the possession and use of the Demised Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions hereof regarding LANDLORD's damages and County's liabilities arising prior to, out of or following the Event of Default and the ensuing termination.

Section 25.03 Unless and until LANDLORD has terminated this Lease pursuant to *Section 25.02* above, County shall remain fully liable and responsible to perform all of the covenants, and to observe all the conditions of this Lease throughout the remainder of the Term to the early termination date.

Section 25.04 LANDLORD shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of County's obligations hereunder and the recovery of the Demised Premises. No right or remedy herein conferred upon or reserved to LANDLORD shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law.

Section 25.05 No delay or forbearance by LANDLORD in exercising any right or remedy hereunder, or LANDLORD's undertaking or performing any act or matter which is not expressly required to be undertaken by LANDLORD shall be construed, respectively, to be a waiver of LANDLORD's rights or to represent any agreement by LANDLORD to undertake or perform such act or matter thereafter. Waiver by LANDLORD of any breach by County of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by LANDLORD) or failure by LANDLORD to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of LANDLORD's right to have any such covenant or condition duly performed or observed by County, or of LANDLORD's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of LANDLORD in respect of such breach or any subsequent breach. LANDLORD's receipt and acceptance of any payment from County which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of LANDLORD to recover any payments then owing by County which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Demised Premises because of County's previous default.

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Section 25.06 County hereby expressly waives for itself and any person claiming through or under County, any and all rights of redemption granted by or under any present or future laws in the event of County being evicted or dispossessed for any cause, or in the event of LANDLORD's obtaining possession of the Demised Premises, by reason of the violation by County of any of the covenants and conditions of this Lease or otherwise.

Section 25.07 Except for the monetary obligations of either party, LANDLORD and County 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 Excusable Delays, except as may otherwise be expressly specified in this Lease.

As used in this Lease, the term "Excusable Delays" means delays arising without the fault or negligence of LANDLORD or LANDLORD's contractors, subcontractors, and suppliers, and shall include, without limitation: Acts of God or of the public enemy, fire, floods, unusual severe weather, epidemics, quarantine restrictions, strikes, labor disputes, major material shortages preventing procurement of such materials, riots, war insurrection, inaction or delay by governmental authorities, or other unforeseeable causes beyond the control and without the fault or negligence of LANDLORD, its contractors, and subcontractors.

SECTION 26. TENANT'S DEFAULT REMEDIES

Section 26.01 The covenant to pay rent and the covenant to provide any service, utility, maintenance, repair or replacements required under this Lease are interdependent. In the event of any failure by LANDLORD to provide any required service, utility, maintenance, repair or replacement, County may, subject to the notice requirements set forth in *Section 26.02* below, by contract or otherwise, perform the requirement and provide LANDLORD with a written invoice containing the resulting cost to the County, including an administrative fee in accordance with the provisions of *Section 26.03*. In the event LANDLORD does not remit payment of such invoice to County, then County may deduct such amount from any payment due under this Lease, subject to the limitations set forth in *Section 26.03* below. In the event LANDLORD does not diligently defend the failure to provide the required service, utility, maintenance, repair or replacement or otherwise cure the failure. This remedy is not exclusive, but is in addition to any other remedies which may be available to TENANT under this Lease or at law.

Section 26.02 If LANDLORD shall fail to perform any of its obligations under this Lease, County may perform the same at the expense of LANDLORD (i) immediately in the case of an "Emergency," as defined below, after forty-eight (48) hours written notice; (ii) after seven (7) business days written notice if (a) such failure unreasonably interferes with the efficient operation of the Premises; or (b) such failure may result in a violation of any Legal Requirements or in the cancellation of any required insurance; or (iii) in any other case, if such failure continues after twenty (20) days from the date of the giving of written notice of County's intention to perform the same, except in the case of a failure which for causes beyond LANDLORD's reasonable control cannot with reasonable diligence be cured within such 20-day period, such 20-day period shall be deemed extended if LANDLORD immediately upon the receipt of such notice, (a) advises County of its intention to institute all steps necessary to cure such failure and (b) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same.

An "Emergency" means any situation where the Department, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the

Premises, (ii) to protect any Person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or the TENANT's ability to utilize the Premises for its intended purposes, including but not limited to, supplying heat, air-conditioning, ventilation, light and water to the Premises.

Section 26.03 If County performs any of LANDLORD's obligations under this Lease, in accordance with this **Section 26**, LANDLORD shall pay County the costs thereof, together with an administrative fee equal to five percent (5%) of the costs incurred, within thirty (30) days after receipt by LANDLORD of a written statement as to the amounts of such costs and fee. In the event LANDLORD does not remit the total amount of the costs and fee described herein within the requisite time, County may withhold such amount from the next monthly installment of Annual Rent, subject to the limitation that in no event shall the amount withheld in any month exceed seven and one-half percent (7.5%) of the next monthly installment of Annual Rent. In the event that County is limited from withholding the entire amount owed in any month, County may continue to withhold monies from each next succeeding monthly installment of Annual Rent until the total expenses of County and administrative fee are recouped from LANDLORD. No deduction from the Annual Rent shall be made where LANDLORD has submitted to County a writing disputing the alleged failure in good faith and which demonstrates that LANDLORD is taking reasonable steps to resolve the dispute expeditiously. No deduction from Annual Rent pursuant to this clause shall constitute a default by County under this Lease.

Section 26.04 No delay or forbearance by County in exercising any right or remedy hereunder, or County's undertaking or performing any act or matter which is not expressly required to be undertaken by County shall be construed, respectively, to be a waiver of County's rights or to represent any agreement by County to undertake or perform such act or matter thereafter. Waiver by County of any breach by LANDLORD of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by County) or failure by County to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of County's right to have any such covenant or condition duly performed or observed by LANDLORD, or of County's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of County in respect of such breach or any subsequent breach. County's receipt and acceptance of any payment from LANDLORD which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of County to recover any payments then owing by LANDLORD which are not paid in full, nor shall it act as a bar to the termination of this Lease.

Section 26.06 If County elects to perform any such requirement, the County and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the LANDLORD shall afford and facilitate such access. No deduction from the Annual Base Rent shall be made while LANDLORD is disputing the alleged failure in good faith. No deduction from Annual Base Rent pursuant to this clause shall constitute a default by County under this Lease.

SECTION 27. LANDLORD'S RIGHT TO INSPECT AND REPAIR; ACCESS GENERALLY

Section 27.01 LANDLORD may, but shall not be obligated to, enter the Demised Premises at any reasonable time, on reasonable written notice to County (except that no notice need be given

in case of emergency) for the purpose of inspection or the making of such repairs, replacements, and additions in, to, and about the Demised Premises, as necessary or desirable or to perform any covenant, obligation or service contemplated in this Lease. LANDLORD shall not be required to notify County in connection with any entry into the Demised Premises during normal business hours for purposes of LANDLORD's obligations under this Lease to maintain or repair the Demised Premises, or to perform scheduled cleaning. LANDLORD shall provide telephonic notice at least one hour prior to entering the Demised Premises during non-business hours or to provide unscheduled cleaning services. Notwithstanding anything to the contrary contained in this Section, LANDLORD shall use reasonable efforts in its access of the Demised Premises to cause a minimal amount of interference with County's use of the Demised Premises.

SECTION 28. SURRENDER OF DEMISED PREMISES; HOLDOVER

Section 28.01 This Lease and the tenancy hereby created shall cease and terminate at the end of the above term, without the necessity of any further notice from either the LANDLORD or the County to terminate the same and that continued occupancy of the Demised Premises by the Lessee after the expiration of said term shall not operate to renew the Lease for said term or any part thereof.

Section 28.02 On the Expiration Date, or upon the earlier termination of this Lease, County shall, at its expense, quit, surrender, vacate, and deliver the Demised Premises to LANDLORD in good order, condition and repair, ordinary wear and tear and damage for which County is not responsible under the terms of the Lease, or damage by the elements, fire or other casualty beyond County's reasonable control excepted, together with all improvements therein. County shall, at its expense, remove from the Demised Premises all County's personal property and any personal property of Persons claiming by, through or under County, equipment, furniture, and any Alterations not approved by LANDLORD, and shall repair or pay the cost of repairing all damage to the Demised Premises occasioned by such removal. Any County's personal property or Alterations of County, which shall remain in the Demised Premises after the termination of this Lease, shall be deemed to have been abandoned and either may be retained by LANDLORD as its property or may be stored or disposed of as LANDLORD may see fit. If property not so removed shall be sold, LANDLORD may receive and retain the proceeds of such sale and apply the same, at LANDLORD's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which LANDLORD may be entitled. Any excess proceeds shall be the property of LANDLORD.

Section 28.03 If County shall remain in possession of the Demised Premises after the termination of this Lease without the execution of a new lease, County, 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 County's default or preventing LANDLORD from suing to obtain possession, shall be deemed to be occupying the Demised Premises as a tenant from month to month, at a monthly rental equal to one hundred and five percent (105%) of the monthly rent last payable by County hereunder.

Section 28.04 The provisions of this **Section 28** shall survive the expiration or earlier termination of this Lease.

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SECTION 29. NOTICES

*Section 29.01 **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 LANDLORD or their designated representative, by regular or certified mail in postpaid envelope or by a nationally recognized Courier Service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to TENANT, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with a copy to the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to LANDLORD, at LANDLORD's address first above set forth, or at such other address as TENANT or LANDLORD, respectively, may designate in writing.

*Section 29.02 **Notices Relating to Termination and/or Litigation:*** In the event LANDLORD 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, LANDLORD shall immediately deliver to the County Attorney, at the address set forth above, copies of all papers filed by or against LANDLORD.

a. Any communication or notice regarding termination shall be in writing and shall be given to the County or the LANDLORD or their designated representative at the addresses set forth in *Section 29.01* or at such other addresses that may be specified in writing by the parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on County must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

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

Section 29.03 Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 30. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT

Section 30.01 County agrees that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Demised Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect present or subsequent subordination of this Lease. County agrees, however, within fifteen (15) Business Days next following the Suffolk County Attorney's Office receipt of a written demand, to execute such instruments as LANDLORD may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security

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interest pertaining to the Demised Premises, and to any water, sewer or access easement necessary or desirable to serve the Demised Premises or adjoining property owned in whole or in part by LANDLORD if such easement does not interfere with the full enjoyment of any right granted the County under this Lease, subject to the conditions stated in *Section 30.05*.

Section 30.02 No such subordination, to either existing or future mortgages, deed of trust or other lien or security instrument shall operate to affect adversely any right of the County under this First Extension so long as the County is not in default under this First Extension. LANDLORD will include in any future mortgage, deed of trust or other security instrument to which this First Extension becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. LANDLORD warrants that the holders of all notes or other obligations secured by existing mortgages, deed of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the County promptly upon demand.

Section 30.03 In the event of any sale of the Demised Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the County will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Demised Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LANDLORD under this Lease, so as to establish direct privity of estate and contract between County and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Lease had initially been entered into between such purchasers or transferees and the County; provided, further, that such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

Section 30.04 Within twenty (20) days next following the County's receipt of a joint written request from LANDLORD and a prospective lender of purchaser of the Demised Premises, the County Attorney's Office shall execute and deliver to LANDLORD a letter stating that the same is issued subject to the conditions stated in *Section 31.05*, and, if such is the case, that (1) the Lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

Section 30.05 Letters issued pursuant to *Section 30.04* are subject to the following conditions: (1) that they are based solely upon a reasonably diligent review of the County's Lease file as of the date of issuance; (2) that the County shall not be held liable because of any defect in or condition of the Demised Premises; (3) that the County does not warrant or represent that the Demised Premises comply with applicable Federal, State and local law; and (4) that the LANDLORD, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Demised Premises and by inquiry to appropriate Federal, State, and local government officials.

SECTION 31. ASSIGNMENT AND SUBLETTING

Section 31.01 County shall not assign, sublet, or otherwise transfer any portion of the Demised Premises or this Lease without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed, and upon such reasonable terms and conditions that may

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then be imposed by LANDLORD. Use of the Demised Premises by another County Department or Agency shall not be deemed an assignment, sublet or other transfer of the Demised Premises for purposes of this **Section 31**.

SECTION 32. LANDLORD'S RIGHT TO SHOW PREMISES

Section 32.01 LANDLORD may, at any time, show the Demised Premises to prospective purchasers and mortgagees and, during the four (4) months prior to the expiration of this Lease, to prospective tenants, during "Business Hours," as that term is defined below, upon reasonable notice to County or by other special arrangement between LANDLORD and County.

For the purposes of this Lease, the term "Business Hours" means from 8:30 a.m. to 5:30 p.m. during Business Days.

SECTION 33. EMINENT DOMAIN

Section 33.01 If the Demised Premises, or any part thereof, or any estate therein, or any other part of the building materially affecting County's use of the Demised Premises, including parking area, be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, rent shall be apportioned as of said date and any Annual Rent paid for any period beyond said date shall be repaid to County. County shall not be entitled to any part of the award or any payment in lieu thereof; however, County may file a claim for any taking of fixtures and improvements owned by County, and for moving expenses.

Section 33.02 County shall have the right to make a claim against the condemning authority for any taking of County's personal property and for business interruption, moving and related expenses, provided County shall make a separate claim therefore which shall not impair LANDLORD's claim or recovery.

Section 33.03 Notwithstanding the foregoing, if all or any portion of the Demised Premises shall be condemned or taken for governmental occupancy for a limited period of time, this Lease shall continue in full force and effect (with an abatement of Annual Rent, as applicable). If the termination of such governmental occupancy is prior to expiration of this Lease, LANDLORD shall restore the Premises as nearly as possible to its condition prior to the condemnation or taking.

SECTION 34. ENVIRONMENTAL RESPONSIBILITIES

Section 34.01 County shall not use or suffer the use of all or any part of the Demised Premises to treat, generate, store, dispose of, transfer, release, convey or recover any "Hazardous Substances," as that term is defined below. County shall immediately notify LANDLORD of the presence or suspected presence of any Hazardous Substance on or about the Demised Premises and shall deliver to LANDLORD any notice received by County with respect to any Hazardous Substance relating thereto.

For purposes of this Lease, the term "Hazardous Substance" means (i) asbestos and any asbestos containing material and any substance that is listed in, or otherwise classified pursuant to any "Environmental Laws," as that term is defined below, or any applicable laws or regulations as "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify

substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity", (ii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (iii) petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, and medical waste. "Hazardous Substance" shall not include normal cleaning and personal household products being used in their intended manner and otherwise in a manner that is in compliance with Environmental Laws.

"Environmental Laws" means any and all present and future federal, state, and local laws, ordinances, rules, regulations, decisions, and standards relating to protection of human health and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et.seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et.seq. ("RCRA"); the Occupational Safety and Health Act) 29 U.S.C. 651 et.seq. ("OSHA"). Environmental Laws shall also include, but are not limited to, any requirements relating to underground storage tanks, the storage and use of gasoline, diesel fuel, waste oil or other petroleum products.

Section 34.02 LANDLORD represents and warrants that to LANDLORD's actual knowledge, the Demised Premises has not been used for the generation, treatment, storage, or disposal of hazardous waste, and LANDLORD certifies that, to LANDLORD's actual knowledge, the Demised Premises comply with all applicable Federal, State, and local regulations concerning the provision of a safe work environment free from environmental contaminants and hazards.

Section 34.03 Except to the extent the same are the obligations of County under the Lease, LANDLORD shall comply with all Environmental Laws affecting or related to its use or ownership of the Demised Premises, including but not limited to, the construction or demolition of any improvement thereon, and shall give County prompt notice of any lack of compliance with any of the foregoing of which it obtains knowledge and of any notice it receives of the alleged non-compliance with Environmental Laws. County shall cooperate with LANDLORD's efforts hereunder; provided, however, that County shall not be required to incur any out of pocket costs in so doing. LANDLORD shall indemnify TENANT against all claims, losses, costs, expenses, fines, penalties and damages which may be imposed by reason of, or arising out of LANDLORD's failure to fully and promptly comply with the provisions of this Section.

Section 34.04 Subject to the provisions of *Section 32.02*, County, at its expense, shall comply with all Environmental Laws applicable to the Demises Premises and shall give LANDLORD prompt notice of any lack of compliance with any of the foregoing and of any notice it receives of the alleged violation of any Environmental Laws. LANDLORD shall cooperate with County's efforts hereunder.

Section 34.05 The provisions of this **Section 34** shall survive the expiration or earlier termination of this Lease.

SECTION 35. SIGNAGE

Section 35.01 County may paint or install on the building identifying signs which shall be erected/painted and maintained by County, at County's sole cost and expense. Any such identifying signs shall be removed by County at the termination of the Lease.

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SECTION 36. QUIET ENJOYMENT

Section 36.01 LANDLORD covenants that if and so long as County pays Annual Rent and Expenses, and fully and faithfully performs the covenants hereof, County shall peaceably and quietly have, hold and enjoy the Demised Premises for the Term, subject to the provisions of this Lease.

SECTION 37. NO IMPLIED WAIVER

Section 37.01 No failure or delay by either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of such breach shall constitute a waiver of any such provision.

SECTION 38. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

Section 38.01 The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as Exhibit C and made a part hereof.

SECTION 39. ADDITIONAL DISCLOSURE REQUIREMENTS

Section 39.01 In addition to the requirements set forth under Exhibit C (1), LANDLORD represents and warrants that it shall submit to County verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk County (S.C. Code Chapter 342. An updated Land Acquisition Public Disclosure Statements shall be submitted whenever there is a change in any information required pursuant to S.C. Code § 342-6.

Section 39.02 LANDLORD acknowledges that the filing of these statements is a material, contractual and statutory duty and that failure to file the statements shall constitute a material breach of this Lease, for which County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of five percent (5%) of the amount of the Annual Rent for the year in which the breach has occurred; provided, however, no penalty shall be due unless and until LANDLORD has received a written notice of failure to file the requisite forms and fifteen (15) Business Days to cure. No breach shall be deemed to have occurred in the event that County has failed to provide the requisite forms to be completed by LANDLORD upon LANDLORD's request for same. In any event, County agrees to provide LANDLORD with written notice of any anticipated or actual breach of this **Section 39**.

Section 39.03 LANDLORD agrees to notify County in writing prior to any transfer of title or conveyance by operation of law. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, County shall have the right to cancel this Lease upon three (3) months notice to LANDLORD from the date of County's discovery of such transfer or conveyance, unless the consent of the County to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the County by registered or certified mail, return receipt requested, addressed to

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the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as County may designate in writing. The failure of the County to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to LANDLORD within ten (10) business days of receipt of such application shall constitute consent on the part of the County.

SECTION 40. COOPERATION ON CLAIMS

Section 40.01 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 Lease.

SECTION 41. MISCELLANEOUS

Section 41.01 Neither LANDLORD nor County shall be permitted to record this Lease or a memorandum thereof.

Section 41.02 References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Articles, Exhibits, and Schedules of and to this Lease unless specified to the contrary.

SECTION 42. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 42.01 Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the County and LANDLORD or to constitute the LANDLORD as an agent or employee of the County.

SECTION 43. BROKER

Section 43.01 County hereby represents and warrants to Landlord that it has not dealt with any broker or finder in connection with this Lease and agrees to indemnify and hold harmless the Landlord from any claim, demand or judgment which may be made or obtained as a result of any breach of the foregoing warranty.

Section 43.02 LANDLORD agrees to indemnify and hold harmless TENANT against any claim, demand and judgment which may be made or obtained against TENANT by any broker claiming a commission for bringing about this Lease. TENANT shall forthwith notify LANDLORD of any such claim, demand, or legal action and LANDLORD shall defend TENANT against any such claim, demand or legal action at no cost to TENANT.

SECTION 44. CERTIFICATION

Section 44.01 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.

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SECTION 45. NOT IN DEFAULT

Section 45.01 LANDLORD warrants that, as of the date hereof, it is not in arrears to the County upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to or contract with the County.

SECTION 46. GOVERNING LAW

Section 46.01 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.

SECTION 47. WAIVER OF TRIAL BY JURY

Section 47.01 It is mutually agreed by and between LANDLORD 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 LANDLORD and County, the Demised Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

SECTION 48. DISPOSITION OF THE PREMISES

Section 48.01 LANDLORD agrees to reasonably notify County in writing prior to any transfer of title or conveyance by operation of law affecting the Demised Premises. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, County shall have the right to cancel this Lease upon three (3) months notice to LANDLORD from the date of County's discovery of such transfer or conveyance, unless the consent of the County to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Disclosure Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the County by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as County may designate in writing. The failure of the County to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to LANDLORD within ten (10) business days of receipt of such application shall constitute consent on the part of the County.

SECTION 49. SUCCESSORS BOUND

Section 49.01 This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

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SECTION 50. TENANT REPRESENTATIVES

Section 50.01 It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the County are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that LANDLORD shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 51. INDEPENDENT CONTRACTOR

Section 51.01 It is expressly agreed that LANDLORD's status hereunder is that of an independent contractor. Neither the LANDLORD, nor any person hired by LANDLORD shall be considered employees of the County for any purpose.

SECTION 52. EXECUTION BY LANDLORD

Section 52.01 When the LANDLORD is a partnership, the names of the partners composing the firm must be stated in the Statements required under **Section 1** of **Exhibit C** of this Lease. The Lease must be signed with the partnership name, followed by the name of the partner signing the Lease.

Section 52.02 Where the LANDLORD 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 52.03 LANDLORD 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.

SECTION 53. SUFFOLK COUNTY LAWS

Section 53.01 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."

SECTION 54. APPROPRIATION OF FUNDS

Section 54.01 It is understood by the parties hereto that this Lease is made subject to the amount of funds appropriated therefor and any subsequent modifications thereof for the period of this Lease by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the TENANT beyond the amount of funds appropriated.

Section 54.02 The TENANT reasonably believes that funds can be obtained sufficient to pay Annual Base Rent during each year of the Term of this Lease and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which Annual Base Rent may be paid, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is the TENANT's intent to pay Annual Base Rent each year, for the full Term of this Lease, if funds are legally available therefore and, in that regard, the TENANT represents that the use of the Demised Premises are necessary to its proper, efficient and economic operation. LANDLORD and TENANT understand and intend that the obligation of the TENANT to pay Annual Base Rent hereunder shall

constitute a current expense of the TENANT and shall not in any way be construed to be a debt of the TENANT in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the TENANT, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the TENANT.

Section 54.03 Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment of Annual Base Rent due under this Lease, TENANT shall immediately notify LANDLORD or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the TENANT of any kind whatsoever, except as the portions of Annual Base Rent herein agreed upon for which funds have been appropriated and budgeted. In the event of such termination, TENANT agrees to peacefully surrender possession of the Demised Premises to LANDLORD or its assignee on the date of such termination. LANDLORD will have all legal and equitable rights and remedies to take possession of the Demised Premises. Notwithstanding the foregoing, TENANT agrees:

- i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Demised Premises for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and
- ii) that it will not during the Term give priority in the application of funds to any other functionally similar premises.
- iii) This paragraph will not be construed so as to permit the TENANT to terminate this Lease in order to acquire or lease any other premises or to allocate fund directly or indirectly to perform essentially the same application for which the Demised Premises are intended.

SECTION 55. IDENTIFICATION NUMBER

All invoices or vouchers submitted to the TENANT for payment of rent and/or Expenses must include the payee's (LANDLORD's) identification number. The number is either the LANDLORD'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 his invoice or Standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

SECTION 56. PARAGRAPH HEADINGS

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

SECTION 57. SEVERABILITY

It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to

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any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 58. ENTIRE AGREEMENT

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.

SECTION 59. 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.

SECTION 60. INTERPRETATION

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

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered as of the date first set forth above.

LANDLORD

TENANT

CROSSVETS REALTY

COUNTY OF SUFFOLK

By: _____
Name: _____
Title _____
Date: _____
Federal ID No. _____

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

**APPROVED AS TO LEGALITY:
CHRISTINE MALAFI**

**RECOMMENDED
SPACE MANAGEMENT STEERING
COMMITTEE**

Suffolk County Attorney
By: _____
Basia Deren Braddish
Title: Assistant County Attorney
Date: _____

By: _____
Name: _____
Title: Chairperson
Date: _____

**RECOMMENDED
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT**

By: _____
Name: _____
Title: _____

ACKNOWLEDEMENTS FOLLOW

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ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, *Deputy County Executive* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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County of Suffolk Lease
R-1086

EXHIBIT A
FLOOR PLAN

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EXHIBIT B
Summary of Landlord-Tenant Responsibilities – Rev 1/09

ITEM	LANDLORD	TENANT
1) UTILITIES – Usage		
A) OIL	N/A	N/A
B) GAS (In accordance with Section 6.02)	X	
C) WATER	X	
D) ELECTRICITY (In accordance with Section 6.02)	X	
E) SEWER CHARGES/TAXES	X	
2) H.V.A.C. EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CHANGE AIR FILTER: QUARTERLY	X	
3) ELECTRIC EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) INTERIOR LAMP & BALLAST REPLACEMENT	X	
C) EMERGENCY LIGHTING AND EXIT LIGHTING	X	
D) PARKING FIELD & EXTERIOR BUILDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS	X	
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS	X	
5) STRUCTURAL REPAIRS	X	
A) REPAIR: SIDEWALKS, CURBS, RAMPS, DRIVEWAYS, PARKING AREAS, ROOF & ROOFING, INTERIOR (DUE TO FAULTY CONSTRUCTION), DRAINAGE STRUCTURES &	X	

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SYSTEMS, SEWAGE STRUCTURES & SYSTEMS		
ITEM	LANDLORD	TENANT
B) Repair: BUILDING ENVELOPE	X	
6) CUSTODIAL		
7) CLEAN WINDOWS – EXTERIOR, 1X/year	N/A	N/A
8) SHAMPOO CARPETS AND WAX FLOORS (as needed)	N/A	N/A
9) CARTAGE	X	
A) MEDICAL WASTE	N/A	N/A
10) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
11) GROUNDS MAINTENANCE	X	
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
12) REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
13) INTERIOR MAINTENANCE AND REPAIRS (NOT CAUSED BY TENANT MISUSE, ABUSE OR NEGLIGENCE)	X	
14) GLAZING (NOT CAUSED BY TENANT DAMAGE)	X	
15) TAXES	X	
16) VERMIN AND RODENT EXTERMINATION	X	
17) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING	X	
18) FIRE AND SECURITY ALARM – INSTALLATION, MAINTENANCE AND REPAIR	X	
19) FRES CONNECTION – MAINTENANCE AND REPAIR	X	
20) FIRE EXTINGUISHERS – INSTALLATION AND MAINTENANCE	X	
21) FLAG POLE	N/A	N/A
22) ELEVATOR REPAIR AND MAINTENANCE	N/A	N/A

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EXHIBIT C
SUFFOLK COUNTY 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.

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.

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- 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 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,

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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.

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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 "Nonresponsible 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. 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) <<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

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Intro. Res. No. - 2011

Laid on Table

11/22/11

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2011, AUTHORIZING THE
LICENSE AGREEMENT FOR USE OF COUNTY
PREMISES LOCATED AT 30 EAST AVENUE, YAPHANK
NY BY THE AMERICAN RED CROSS**

WHEREAS, the Department of Fire, Rescue & Emergency Services ("FRES") operates from the Suffolk County facility identified as CO110 at 30 East Ave., Yaphank, NY; and

WHEREAS, FRES has maintained a cooperative relationship with American Red Cross and wishes the Red Cross to maintain a presence in Suffolk County following the decision by the Red Cross to consolidate its Long Island operations in Nassau County; and

WHEREAS, FRES has identified approximately 468 square feet of semi-private office space at its 30 East Avenue facility that could be used by the Red Cross as well as areas for parking, vehicle and equipment storage that will enable the Red Cross to maintain a presence in Suffolk County; and

WHEREAS, the FRES has expressed its willingness to enter into a license agreement for a duration of three (3) years, from October 1, 2011 through September 30, 2014, with one three(3) year option, to be determined by Commissioner of the Department, at no cost; and

WHEREAS, the Space Management Steering Committee recommended the approval of the lease extension at its July 21, 2011 meeting; now, therefore, be it

1ST RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND RESOLVED, that the County Executive be and hereby is authorized to execute a License Agreement for three (3) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

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License Agreement

This Agreement (Agreement) is between the County of Suffolk ("**County**"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Department of Public Works ("Department")** located at 335 Yaphank Avenue, Yaphank, New York 11980, on behalf of the Department of Fire Rescue and Emergency Services ("**FRES**"), with offices located at 110 Yaphank Avenue, Yaphank, New York 11980; and

American Red Cross Suffolk County Chapter ("**Licensee**"), a not-for-profit corporation, having an office at 95 Horseblock Road, Yaphank, New York, 11980.

The parties hereto desire to establish a License Agreement between the County and the Licensee for the use of space located near FRES.

Term of Agreement: October 1, 2011 through September 30, 2014, with the option to renew this Agreement for an additional term of three (3) years through August 31, 2017, at the option of the Commissioner of the Department, unless sooner terminated as described in Exhibit A.

Total Cost of Agreement: No Cost.

Terms and Conditions: Shall be as set forth in Exhibits A through C attached.

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

American Red Cross – LI Chapter.

County of Suffolk

By: _____

John Miller
Chief Executive Officer

Date: _____

By: _____

Christopher Kent
Chief Deputy County Executive

Date: _____

Approved As To Legality

**Approved:
Department of Public Works**

Christine Malafi, Suffolk County Attorney

By: _____

Basia Deren Braddish
Assistant County Attorney

Date: _____

By: _____

Gilbert Anderson
Commissioner

Date: _____

**Approved:
Department of Fire, Rescue and Emergency Services**

By: _____

Joseph F. Williams
Commissioner

Date: _____

ACKNOWLEDGEMENT

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STATE OF NEW YORK}
COUNTY OF SUFFOLK}

SS:

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)

ACKNOWLEDGEMENT

STATE OF NEW YORK}
COUNTY OF SUFFOLK}

SS:

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, *Deputy County Executive* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking
acknowledgement)

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**Exhibit A:
General Terms and Conditions**

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**Exhibit B:
Suffolk County Legislative Requirements**

Exhibit A
General Terms and Conditions

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WHEREAS, included among the responsibilities of FRES is the responsibility to coordinate the County's response to natural and manmade disasters; and

WHEREAS, in furtherance of this responsibility FRES works with local, state, and federal officials as well not-for-profit organizations; and.

WHEREAS, the Licensee is dedicated to providing relief to victims of disaster and help people prevent, prepare for and respond to emergencies; and

WHEREAS, there are mutual benefits having the Licensee in close proximity to FRES in order to coordinate and respond effectively to incidents that occur in Suffolk County, and to enhance communication between Licensee and FRES in furtherance of improving the delivery of emergency services to the residents of Suffolk County;

WHEREAS, Licensee is consolidating its Nassau County and Suffolk County operations into a regional office located in Nassau County; and

WHEREAS, a local base of operations is critical to the effective delivery of emergency services;

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

Section 1. Description of Licensed Space: Approximately 468± square feet of semi-private office space located in the building identified as Building No. CO110, 30 East Avenue, Yaphank New York and adjacent parking space for six (6) automobiles, one (1) space for a diesel Emergency Response Vehicle; two (2) parking spaces for small trailers, and outdoor space for two (2) forty (40) foot Conex Storage Containers, (the "Licensed Space).

Section 2. Term: October 1, 2011 through September 30, 2014, with the option to renew this Agreement for an additional term of three (3) years through August 31, 2017, at the option of the Commissioner of the Department, unless sooner terminated as described.

Section 3. Termination:

- a. Either party may terminate this License without cause at any time prior to the expiration of the Term (including any extensions thereof) (i) by giving thirty (30) days written, advance notice sent by certified mail to the other party, or (ii) upon the mutual consent of the parties.
- b. *Termination by County in the Public Interest:* Notwithstanding anything herein to the contrary, in the event that the Commissioner of the Department determines in his/her sole discretion, that termination is in the best interest of the County, the County may terminate this License. Such termination shall occur upon fifteen (15) days written notice to terminate the License. Upon such termination, Licensee shall vacate and surrender Licensed Space to the Commissioner of DPW immediately.
- c. As of the termination date, Licensee shall quit and surrender the Licensed Space to the Commissioner of the Department of Public Works. It is further agreed that upon termination, Licensee shall remove all of its equipment and that any property and equipment not so removed by the effective date of termination, shall be considered as having been abandoned by Licensee to the County, and title thereto shall rest in the County.
- d. If the term of this License shall expire or be terminated as provided herein, or if Licensee shall abandon the Licensed Space, then and in such event, the Commissioner of the Department may, without further notice, reenter the Licensed Space by force, summary dispossession proceedings, or

otherwise, and Licensee waives the service of any notice of the Commissioner's intention to reenter or repossess the Licensed Space or to institute legal proceedings to that end.

- e. Upon the termination or expiration of this License, Licensee shall remain liable to the Commissioner of the Department and the County:
1. For the reasonable costs expended by the Commissioner of the Department and the County to place the Licensed Space in the physical condition in which Licensee is obligated to leave it upon the expiration of the term; and
 2. For the costs incurred by the Commissioner of the Department and the County to remove Licensee, and with or without legal process, the cost to expel, oust and remove all parties who may be present upon or occupy any part of the Licensed Space, and all personal property that may be thereon and therein contained, without being liable to prosecution, damage, or damages therefore, or for any damage or damages to, or loss of any personal property belonging to any party upon or occupying said Licensed Space or any part thereof from any causes whatsoever by reason of such removal. Licensee expressly waives any and all claims for damages and loss against the County and its officials, officers, employees, servants and agents for or on account of any act done or caused to be done in exercising this right; and the County shall have the right to sell any personal property so seized or remove and recover by such sale or legal process any and all sums due to the County under the terms of this License, and if there is a deficiency may resort to any remedy available.

Section 4. Fee: Licensee agrees to provide in-kind consideration in the form of coordinated response efforts with FRES, in the event of emergencies.

Section 5. Utilities:

- a. County shall furnish all utilities to the Licensed Space. In the event Licensee requires utility services not currently available at the Licensed space, or if additional phone, electric or data lines are required, then in such case, the costs, fees, and charges for such additional utilities shall be payable by the Licensee. Any utility connections required to be made for Licensee's purposes shall be a Licensee charge.
- b. County shall have no liability to Licensee 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 Licensed Space or if the quantity or character of the utilities are no longer available or suitable for Licensee's requirements. The provisions of this Section shall survive the expiration of this Lease.

Section 6. Purpose: It is expressly understood and agreed that this License is a limited license to use the Licensed Space. It is NOT a lease; NO interest in real estate or personalty is granted herewith to the Licensee(s). It is expressly understood that the Licensed Space is and shall be the sole property of the County at all times during the period of this License. Licensee's right to occupy the Licensed Space shall continue only so long as the Licensee shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.

Section 7. Authorization: The parties hereto acknowledge that County is a municipal corporation and is entering into and executing this License by virtue of the authority of Resolution No. ____-2011 of the Suffolk County Legislature, for the purpose and intent expressed in that resolution, that the same is incorporated herein by reference, and further that the LICENSEE has examined the same is fully aware of the intended purpose thereof, and that the LICENSEE'S occupancy shall be for the sole purpose set forth therein and for no other purpose.

Section 8. Hours of Operation: In exchange for its use of the Licensed Space, Licensee agrees that the Licensed Space shall be available for use by Licensee twenty-four (24) hours per day, seven (7) days per week.

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Section 9. Licensees Duties and Obligations:

- a. Licensee shall not permit any unauthorized person(s) to enter, remain within, or upon the Licensed Space. Licensee shall provide to the County, in writing, a list of no more than seven (7) names identifying the person or persons authorized by Licensee to utilize the Licensed Space on behalf of the Licensee, in accordance with the terms and conditions of this License. Such list must be submitted, in writing, to the County, prior to the execution of this License. Licensee may from time to time, amend the list of authorized persons by submitting a notice of any such change, in writing, to the Commissioner of Fire, Rescue, and Emergency Services at least ten (10) days prior to the effective date of the proposed change.
- b. Licensee shall further be responsible for any damage or theft of County property caused by Licensee, its officers, employees, volunteers, agents, guests, and invitees.
- c. Licensee shall maintain the parking area immediately surrounding the building in a clean and sanitary condition.
- d. Licensee agrees to accept the Licensed Space in "as is" condition, and acknowledges that this License is for use of the Licensed Space in its present physical condition, without any representation or warranty by the County as to the condition thereof.
- e. Licensee shall strictly comply with all applicable Federal, State, County and local laws, rules, regulations, codes, requirements, including but not limited to health laws and health department regulations, and Suffolk County policies in effect on the date of execution of this License and as may be adopted or amended from time to time thereafter, but nothing herein shall require Licensee to perform any alterations or repairs to the Licenses Space (unless Licensee is responsible for the damage, in which case the Licensee shall perform the repair at its sole cost).
- f. Licensee is prohibited from using any appliances, electric business equipment, or the like in the Licensed Space unless the Commissioner of FRES first approves such use, in writing.
- g. Licensee shall not use or permit the storage of any illumination oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in the Licensed Space covered by this License.
- h. Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of interference by any public agency or official in the operation of this License; any such interference shall not relieve the Licensee from any obligations hereunder.
- i. Licensee hereby expressly waives any and all claims for compensation (including, but not limited to, lost profits and revenues) for any and all loss due to impairment of the gas and electrical apparatus, water supply equipment, heating and cooling equipment or wires furnished for the area hereby granted, or by reason of any loss or impairment of light, current, water supply, heating or cooling which may occur from time to time for any cause, of for any loss or damage sustained by Licensee resulting from fire, water, storm, tornado, civil commotion or riots. Licensee expressly waives all rights, claims and demands and forever releases and discharges the County of Suffolk, ant its officers, employees, servants and agents from any and all demands, claims, actions and causes of action from any of the causes aforesaid.

Section 10. Alterations: Licensee shall not make any "Alterations," meaning any alterations, installations, improvements, additions, renovations or physical changes to the Licensed Space or any part or portion thereof, without the prior written consent of the Department.

Section 11. No Assignment: The License hereby granted may not be transferred, assigned or otherwise given 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 deemed a material default of this License by Licensee. An assignment shall be deemed to include any change in the corporate structure of Licensee

including, but not limited to, consolidation, merger, or transfer of controlling interest of Licensee's corporate entity.

Section 12. Indemnification

- a. Licensee shall protect, indemnify, and hold harmless the County, its officers, officials, and employees (collectively "Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs, and expenses caused by the negligence or any acts or omissions of the Licensee, including reimbursement of the cost of reasonable attorneys' fees incurred by an Indemnified Parties in defending any action or proceeding asserted against the Indemnified Parties and arising out of or in connection with Licensee's use of the Licensed Space.
- b. Licensee agrees that it shall protect, indemnify, and hold harmless the Indemnified Parties from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses actually incurred by an Indemnified Parties and arising out of any claim asserted against such Indemnified Parties for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the Indemnified party in defending any such action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to Licensee's actions in carrying out its duties under this Lease.
- c. At the County's option, the County may defend any such proceeding or action and require Licensee to pay reasonable attorneys' fees for the defense of any such suit.
- d. Licensee agrees not to use, suffer or permit any person to use in any manner whatsoever the Licensed Space or any part thereof for any illegal purpose, or for any purpose in violation of any Federal, State, County Law, ordinance, rule, order or regulation or of any rule or regulation of the County now in effect or hereinafter enacted, amended or adopted, and will protect, defend, indemnify and forever save and keep harmless the County, its agents, servants, officials, and employees from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Licensee, its employees, servants, agents or volunteers in connection with the Licensed Space.
 - 1. In the event of any such violation or in case the County or its representatives shall deem any conduct on the part of Licensee, it employees, servants, agents, or volunteers to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Licensee to at once declare this License terminated without notice to Licensee.

Section 13. Risk of Loss: The risk of loss or destruction from any peril to furniture, fixtures, equipment or other personal property of the Licensee(s) while on the Licensed Space shall be borne entirely by the Licensee(s). It is further understood that the Licensee waives any right to subrogation against the County for loss or destruction to the furniture, fixtures, equipment or other personal property of the Licensee while on the Licensed Space.

Section 14. Insurance:

- a. Prior to the commencement of the term of this License, shall procure, and pay the entire premium for and maintain throughout the term of this License insurance in amounts and types specified by the County. This License shall be void and of no effect unless Licensee provides and maintains insurance coverage during the term of this License. Unless otherwise specified by the County and agreed to by Licensee in writing, such insurance will be as follows:
 - (i) COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million

Dollars (\$2,000,000.00) per occurrence for property damage, and shall furnish the County with proof of same.

- (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 and shall have furnished to the Airport Manager prior to execution of this License the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law §108, this License shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this License for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.
- (iii) **AUTOMOBILE LIABILITY INSURANCE**, if any vehicles are used in connection with the use of the Licensed Space hereunder, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit for bodily injury and property damage per occurrence. Such insurance shall cover all owned, scheduled, hired and non-owned vehicles.

- b. All policies required under this *Section 11* shall be issued by insurance companies duly licensed by the State of New York and acceptable to the County, with an A.M. Best rating of A- or better. Licensee shall furnish to the County certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements.
- c. Licensee shall furnish to the County, prior to the execution of the Lease, 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, Licensee shall furnish to the County, prior to the execution of the License, 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.
- d. 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 Licensee to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

Section 15. Negative Covenants:

- a. Licensee shall not use, occupy, maintain or operate the Licensed Space, nor suffer or permit the Licensed Space or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Licensed Space, nor suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any term, covenant or condition of this License, (ii) knowingly violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Licensed Space, (iii) violate any Legal Requirements, (iv) make void or voidable any insurance policy then in force with respect to the Licensed Space or make any such insurance unobtainable or increase the rate of any insurance with respect to the Licensed Space, (v) cause physical damage to the Licensed Space or any part thereof, (vi) permit the excess accumulation of waste or refuse matter above that accumulated in the permitted use of the Licensed Space (vii) constitute a public or private nuisance; permit the creation or imposition of any liens or encumbrances upon the Licensed Space. County represents that the use of the Licensed Space as described in this License does not violate (ii) and (iii) above.

- b. Licensee shall commit no act of waste and shall take good care of the Licensed Space and the fixtures and appurtenances therein.

Section 16. County's Right To Inspect And Repair: County may, but shall not be obligated to, enter the Licensed Space at any reasonable time for the purposes of inspection or the making of such repairs, replacements, and additions in, to, or about the Licensed Space, as necessary or desirable, or to perform any covenant, obligation or service contemplated in this License; provided however, that County shall use reasonable efforts to provide advance notice of its access of the Licensed Space and to cause a minimal amount of interference with Licensee's use thereof.

Section 17. Security: Licensee shall cooperate with the Department of Public Works and FRES in connection with ensuring the security and safeguarding of the Licensed Space during the duration of this License.

Section 18. Surrender: On the expiration of the License, or upon the sooner termination of this License, Licensee shall at its sole expense, quit, surrender, vacate, and deliver the Licensed Space to the County in good order, condition and repair, ordinary wear and tear, and casualty excepted, together with all improvements and fixtures therein. Licensee shall, at its expense, remove from the Licensed Space all of Licensee's personal property and any personal property of persons claiming by, through or under Licensee, and any Alterations not approved by the County, and shall repair or pay the cost of repairing all damage to the Licensed Space occasioned by such removal. Any of Licensee's personal property or alterations remaining on the Licensed Space after the termination of this License shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as County may see fit, without insurance or liability for any damage which may occur. If any such property so removed is sold, the County may receive and retain the proceeds of such sale.

Section 19. Signage: Any signage to be erected by Licensee shall be subject to the prior written approval of the Department.

Section 20. Non-discrimination in Services: During the term of this License:

- a. Licensee 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 any services or other benefits provided pursuant to this License; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this License; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this License; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this License; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this License.
- b. Licensee shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this License in 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 types of service(s) or other benefits to be provided, or

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- ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
- iii. the class of individuals to be afforded an opportunity to receive services.

Section 21. No County Liability for Licensee's Failure: Failure of Licensee to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County nor any of the County's Departments, Bureaus, Agencies, Employees, Agents or Representatives.

Section 22. Capacity to Contract and IRS Status: Licensee represents that they are a duly formed not-for-profit corporation under Section 501(c)(3) of the Code of the United States Internal Revenue Service and that they will provide appropriate documentation certifying such status for the duration of this License. Licensee further warrants that its entry into this License was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

Section 23. Arrears to County: Licensee warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon debt or contract and, to the best of its knowledge, is not in default as surety, contractor or otherwise on any obligation to, or contract with the County.

Section 24. Liens: Licensee shall not allow any public improvement liens to be claimed, assessed and/or filed against the County with reference to any maintenance or improvements which the Licensee may make upon the Licensed Space, or by reason of Licensee's acts or omissions or because of any claim against Licensee. Should any of the same be filed, Licensee shall cause them to be cancelled or discharged of record by bond or otherwise within sixty (60) days of said filing. If Licensee shall fail to cancel or discharge said lien or liens within the 60-days period, the County may cancel or discharge same and upon the County's demand, Licensee shall reimburse the County for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 5% of such costs.

Section 25. Status of Employees:

- a. It is expressly agreed that the status of American Red Cross – Long Island Chapter hereunder is that of a licensee. Neither the Licensee nor any person hired by Licensee shall be considered employees of the County for any purpose whatsoever. Notwithstanding anything herein, this License shall not be construed as creating a principal-agent relationship between the County and Licensee or Licensee and the County, as the case may be.
- b. Any private citizens participating in activities directed by the Licensee or performing work on behalf of Licensee are aware of the nature of work which is to be performed and shall follow prescribed safety guidelines and procedures. Any of said private citizens shall hold the County harmless from any liability whatsoever for any injuries that they may suffer or damages that they may cause or suffer as a result of their participation in the work performed at the Licensed Space.

Section 26. No Representations: 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.

Section 27. Future Acts of Legislature: During the term of this License, Licensee 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, provided any such acts do not require the Licensee to do any restoration or repair work to the Licensed Space other than restoration or repair work required as a result of Licensee's use of the Licensed Space under this License.

Section 28. Governing Law: This License shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

Section 29. No Implied Waiver: No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this License in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

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Section 30. Conflicts of Interest:

- a. Licensee agrees that it will not during the term of this License knowingly engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. Licensee 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 throughout the term of this License. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

Section 31. 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 License.

Section 32. Suffolk County Legislative Requirements: The Parties agree to be bound by the terms of the Suffolk County Legislative Requirements, annexed hereto as "Exhibit B," and made a part hereof.

Section 33. Severability: It is expressly agreed that if any term or provision of this License and or any amendment hereto, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this License 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 License and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

Section 34. Certification as to Relationships: The parties to this License hereby certify that, other than the consideration provided in this License, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this License, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this License.

Section 35. 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 Licensee at the address on page 1 of the License 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 LICENSEE 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 Contract.

Section 36. Gratuities: The Licensee 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).

Section 37. Merger; No Oral Changes: It is expressly agreed that this License represents the entire agreement of the parties, that all previous understandings are merged in this License. No modification of this License shall be valid unless written in the form of an Amendment and executed by both parties.

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Article III

County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

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

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

2. Meanings of Terms

As used in the Contract:

“**Comptroller**” means the Comptroller of the County of Suffolk.

“**Contract**” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

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

“**County**” means the County of Suffolk, its departments, agents, servants, officials, and employees.

“**County Attorney**” means the County Attorney of the County of Suffolk.

“**Department**” means the signatory department(s) approving the Contract.

“**Event of Default**” means:

a. The Contractor’s failure to maintain the amount and types of insurance required by the Contract; 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 failure to perform the services and discharge its duties as required by the Contract;

d. The Contractor’s bankruptcy or insolvency; or

e. The Contractor’s failure to cooperate in an Audit;
or

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

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

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

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

“**Federal**” means the United States government, its departments and agencies.

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

“**Legislature**” means the Legislature of the County of Suffolk.

“**Services**” means all that which the Contractor must do and any part thereof arising out of, or in connection with, the contract necessary to render the assistance and benefit intended by the Contract.

“**State**” means the State of New York.

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

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

3. Contractor Responsibilities

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

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

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

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

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generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

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

7. Termination

a. Thirty Days Termination

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

b. Event of Default; Termination on Notice

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

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

c. Duties upon Termination

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

shall pay the Contractor for the Services rendered through the date of termination within thirty (30) days after the date the Contract is terminated.

Whether a termination under this Section 7, or upon the expiration of the Term, the Contractor shall deliver to the County a complete list of pending, proposed and incomplete transactions in connection with the services rendered through the date of termination, any proposed tenants or purchasers who have toured the premises where the County has hired the Contractor for Disposition of such space, or the locations of any new premises submitted to the County to fulfill a requirement for Acquisition of space by the County during the term hereof (the "Pending List"). The Pending List shall contain sufficient information to identify the transactions, proposed tenants/subtenants/purchasers or prospective new premises. In the event that, within twelve (12) months after the date this Agreement is terminated, any pending or incomplete transaction on the Pending List is closed, any proposed tenants/purchasers/subtenants on the Pending List consummate a transaction, or the County

consummates a transaction for any of the locations listed on the Pending List regarding new premises, the County shall recognize The Contractor as the exclusive broker and shall pay the Contractor (or protect the Contractor in being paid a commission) a commission in accordance with the terms set forth in this Agreement. Notwithstanding the foregoing, if after said 12 month period a transaction is still actively being negotiated or a contract of sale has been executed within said 12 month period, then the time to recognize Contractor shall automatically be extended until the transaction is consummated or negotiations cease.

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

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 Contract.

8. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees ("Losses") incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising in any manner, directly or indirectly, out of or incidental to, or in connection with a material breach of the Contract, the willful acts, gross omissions, or gross negligence of the Contractor in carrying out its duties under this Contract.

b. The County will protect, indemnify, and hold harmless the Contractor and its officers, officials, employees, contractors, agents and other persons from and against all Losses arising in any manner, directly or indirectly, out of or incidental to or in connection with the County's gross negligence, willful acts, or gross omissions in carrying out its duties under this Contract.

c. In the event of a claim or suit to which the foregoing indemnification apply, the indemnified party agrees to the following:

- i.) To give the indemnifying party prompt written notice of any such claim;
- ii.) To permit the indemnifying party to defend any such claim with counsel of its own choosing, reasonably approved by the indemnified party;
- iii.) to cooperate with the indemnifying party in defense of such claim or suit; and
- iv.) not to settle any such claim without the indemnifying party's prior written consent, which shall not be unreasonably withheld or delayed..

9. Insurance

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

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

b. The County may mandate an increase in the liability limits set forth 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 Contract, 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 Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

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 a Fund Source.

10. Independent Contractor

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

11. Severability

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

12. Merger; No Oral Changes

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

13. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

14. No Waiver

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

15. Conflicts of Interest

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

16. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

17. 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.

18. Assignment and Subcontracting

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

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

19. Changes to Contractor

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

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

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

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

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

3. the sale, mortgage, hypothecation or pledge of the unencumbered assets of the Contractor. If the Contractor is a not for profit corporation, a change of twenty percent (20%) or more of its members shall be deemed a permitted Transfer.

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

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

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

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

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

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

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

c. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 31 of Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

d. Notwithstanding the County's consent,

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

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

29. No Intended Third Party Beneficiaries

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

21. Certification as to Relationships

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

22. 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."

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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.

23. 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 Contract, 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.

24. Arrears to County

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

25. Notice

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

End of Text for Article III

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**Article IV
Suffolk County Legislative Requirements**

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

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

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

Required Form:

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 347, of the Suffolk County Code.

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

Required Forms:

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

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of 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 Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

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

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 234 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County

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

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

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

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

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of

this Law and to seek other remedies available under the law.

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

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form

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

"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 contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article IV of Chapter 577 of the Suffolk County Code.

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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 Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 143 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under 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 Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter), 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 Article IV

Intro. Res. No. 1990-11

Laid on the Table 11/22/11

Introduced by Presiding Officer Lindsay on request of the County Executive

**RESOLUTION NO. 2011
ACCEPTING AND APPROPRIATING 100% STATE GRANT
FUNDS AWARDED THROUGH THE NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES FUNDING TO
THE SUFFOLK COUNTY DEPARTMENT OF PROBATION.**

WHEREAS, Suffolk County has received State funds in the amount of \$347,400.00 from the NYS Division of Criminal Justice Services; and

WHEREAS, Suffolk County ranks as one of the highest among all counties outside of New York City for the number of parolees which is further compounded by a 56% recidivism rate for parolees within two years of release; and

WHEREAS, the need to link parolees to community services as part of the reentry process is critical for reducing recidivism; and

WHEREAS, \$347,400.00 is dedicated to the Local Reentry Task Force Initiative that is not currently in the 2011 Operating Budget; and

WHEREAS, the Suffolk County Probation Department has requested \$347,400.00 of said grant funding to fund community-based services for parolees referred to the Suffolk County Reentry Task Force to address the needs of parolees who are transitioning from prison into the community; these expenses include a Reentry Coordinator Position, a consultant trainer and program assistant, office supplies, educational supplies, laptop, miscellaneous supplies for training, outreach, and other related client costs, client transportation fees for buses, taxis, housing stipends and assistance, and funds for contract agencies as identified in the award contract or approved by NYS DCJS; and

WHEREAS, The Reentry Task Force Grant will run for 12 months beginning July 1, 2011 and ending June 30, 2012 with a 1-year renewable option; now therefore be it

1. RESOLVED that the County Executive is authorized to execute any Agreement with the NYS Division of Criminal Justice Services, as necessary, to secure said grant funds; and further

2. RESOLVED that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted grant funds in the amount of \$347,400.00 as follows:

REVENUES

AMOUNT

001-3321- Reentry Task Force

\$347,400.00

Division of Criminal Justice Services, Bureau of Justice Funding

APPROPRIATIONS

AMOUNT

Suffolk County Criminal Justice Coordinating Council
Reentry Task Force
001-PRO- 3172

<u>1000 Personnel Services</u>	\$ 60,917.00
1100 Permanent Salaries	\$ 60,917.00
<u>8000 Employee Benefits</u>	\$ 21,325.00
8280 – State Retirement	\$ 5,100.00
8330 – FICA	\$ 4,136.00
8360 – Health Insurance	\$ 11,058.00
8380 – Benefit Fund Contribution	\$ 1,031.00
<u>2020 Office Machines</u>	\$ 758.00
2020 Office machines – laptop	\$ 758.00
<u>3000 Supplies, Material and Other Expenses</u>	\$ 11,000.00
3010 Office Supplies	\$ 500.00
3100 Instructional supplies	\$ 500.00
3500 Other Unclassified	\$ 10,000.00
<u>4000 Contractual Expenses</u>	\$ 261,700.00
4340 Mandated Travel for Task Force Members to Statewide Training	\$ 5,000.00
4410 Rent Office and Buildings	\$ 1,000.00
4560 Fees for Service Non-employee	\$ 10,000.00
4820 Other Unclassified	\$ 20,000.00
4980 Contracted Agencies for Reentry Services	\$ 217,400.00

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

4. RESOLVED that the reporting categories for the County Integrated Financial Management System (IFMS) for the Probation Department is PR54,

5. RESOLVED that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of individuals filling the positions created by this resolution at the conclusion of the grant funding provided for such position created by said grant; and be it further

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

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<p>STATE AGENCY Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p>NYS COMPTROLLER'S NUMBER: C490183 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788</p>	<p>TYPE OF PROGRAMS: Reentry Task Forces and Enhanced Services DCJS NUMBERS: RE11490183 CFDA NUMBERS:</p>
<p>FEDERAL TAX IDENTIFICATION NO.: 116000464 MUNICIPALITY NO.: (if applicable) 470100000000</p>	<p>INITIAL CONTRACT PERIOD: FROM TO FUNDING AMOUNT FROM INITIAL PERIOD: \$347,400.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: _____ (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input checked="" type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding</p> <p>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".</p> <p>GRANTEE: BY: Mr. Ed Dumas, Chief Deputy County Executive for Policy and Communications Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE11-1024-E00

Suffolk County

09/09/2011

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

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE11-1024-E00

Suffolk County

09/09/2011

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,

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 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 inspection, 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 Officers 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 termination 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 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:

(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;

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(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

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE11-1024-E00

Suffolk County

09/09/2011

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.

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

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.

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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

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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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Certified by - on

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE11-1024-E00

Suffolk County

09/09/2011

APPENDIX B - Budget Summary by Participant

Suffolk County

Suffolk County Probation Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Coordinator for Reentry Task Force	1	\$60,917.00	\$60,917.00	\$60,917.00	\$0.00
Total				\$60,917.00	\$60,917.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Benefits	1	\$21,325.00	\$21,325.00	\$21,325.00	\$0.00
Total				\$21,325.00	\$21,325.00	\$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Program Assistant	1	\$7,000.00	\$7,000.00	\$7,000.00	\$0.00
2	Training Consultant	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Total				\$10,000.00	\$10,000.00	\$0.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Laptop	1	\$758.00	\$758.00	\$758.00	\$0.00
Total				\$758.00	\$758.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Supplies/ Educational	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Total				\$1,000.00	\$1,000.00	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel and Subsistence	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
Total				\$5,000.00	\$5,000.00	\$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Facility rental	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00
Total				\$1,000.00	\$1,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
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1	Transportation	1	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00
2	EAC	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
3	South Oaks	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
4	Eastern Long Island Hospital	1	\$52,000.00	\$52,000.00	\$52,000.00	\$0.00
5	FEGS	1	\$52,000.00	\$52,000.00	\$52,000.00	\$0.00
6	EOC	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
7	Halo Network	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
8	Catholic Charities	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
9	Housing	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
10	YMCA	1	\$8,400.00	\$8,400.00	\$8,400.00	\$0.00
11	Miscellaneous	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
12	Bellport Hagerman East Patchogue Alliance	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Total				\$247,400.00	\$247,400.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$347,400.00	\$347,400.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$347,400.00	\$347,400.00	\$0.00

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

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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.

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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,

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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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Certified by - on**Award Contract****Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE11-1024-E00

Suffolk County

09/09/2011

APPENDIX D - Work Plan**Goal**

To Be Determined

Objective #1

Each parolee or non parolee released from a state correctional facility will be assessed for substance abuse, mental health and other stabilization needs.

Task #1 for Objective #1

Case management will properly assess all referred participants.

Performance Measure

1 Measured by number of assessments completed.

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

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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

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. 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 agrees that all specifications for technology purchases exceeding \$5000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Funding and Program Development.

Law enforcement agencies must submit full UCR Part 1 crime reports (including supplemental homicide reports) and domestic violence victim data 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). 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 online 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.

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.

On a quarterly basis the Grantee will maintain written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior 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 requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of a DCJS grant award, grantees should submit progress reports as follows:

- Four (4) progress reports for contracts of \$100,000 or more;
- Two (2) progress reports for contracts between \$1 and \$99,999.

Please Note: Four (4) Quarterly Progress Reports are required for all Operation IMPACT and Drug Treatment Diversion Program grantees. Whenever possible, the District Attorney's Office or the primary police department should coordinate the submission of the quarterly progress reports so that one consolidated report is submitted for all IMPACT funded agencies within an IMPACT county.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. 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.

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 Youth Violence Reduction, DNA Evidence Collection, STEPS, DMI, or Re-Entry, that the implementing agency(s) will coordinate their IMPACT strategy with those other strategy initiatives in the county.

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.

As per NYS Executive Law, Article 35, §837-a (8), DCJS is mandated to submit an Operation IMPACT Annual Report. As such, agencies receiving IMPACT funds shall be required to submit separately, in a consolidated report to be compiled and submitted by the District Attorney's Office and/or primary IMPACT police department on behalf of the full partnership, a detailed written report regarding their Operation IMPACT initiatives for the calendar year 2009. This report will be submitted no later than November 15, 2009 and shall include:

- (a) The types of crime data obtained, analyzed and used regularly by the IMPACT Partnership;
- (b) A description of the local IMPACT crime reduction strategy, including any modifications;
- (c) The number of personnel from each local, state and federal agency participating in various Operation IMPACT activities;
- (d) A description of training provided to participating personnel in connection with Operation IMPACT;
- (e) The number of arrests made by law enforcement as a direct result of Operation IMPACT;
- (f) The number of prosecutions as a direct result of Operation IMPACT activities and the disposition of those cases;
- (g) The number of IMPACT related cases and IMPACT related gun crime cases transferred for federal prosecution;
- (h) Any available demographic information about persons arrested and prosecuted and the disposition of such matters;
- (i) Any other information about the program's effectiveness in reducing crime.

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Participating law enforcement agencies receiving IMPACT funding shall submit all crime guns and guns recovered under conditions requiring investigation into the New York State Criminal Gun Clearing House via NYSPIN GGUN. Law enforcement agencies shall also submit all crime guns and guns recovered under conditions requiring investigation to the respective Firearms Laboratory for testing and requested entry into NIBIN (National Integrated Ballistics Identification Network).

Primary and DCJS-designated secondary IMPACT police departments will submit Monthly IMPACT Gun Data Reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury or death, the number of shooting victims, the number of crime guns recovered, and the number of firearms submitted to the lab for entry into NIBIN.

Participating law enforcement agencies receiving IMPACT funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act. All IMPACT funded agencies that are responsible for the management of sex offenders will be vigilant in maintaining current addresses for all sex offenders assigned to their jurisdiction and promptly report any action taken with regard to address verification on eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

All IMPACT funded agencies that are responsible for obtaining photos due from sex offenders under their supervision will do so in a timely manner and promptly upload the updated photos to eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

Participating law enforcement agencies shall ensure that their department's process for submitting fingerprint cards to DCJS includes a mechanism to flag those arrests where a Domestic Incident Report (DIR) is filed in the criminal incident. All IMPACT funded agencies are monitored for this requirement. All agencies receiving IMPACT funding that have a responsibility to collect DNA samples from offenders under their supervision who, by law, are required to submit said sample will ensure that the sample is collected in a timely manner as is required by law. All IMPACT funded agencies are monitored for this requirement.

For each month that a Grantee receiving IMPACT funds fails to: (1) submit full UCR Part 1 crime reports within 30 days of the end of the month, as required above, and/or (2) participate in a meeting of the full IMPACT Partnership, and/or (3) submit monthly gun data within 30 days following the end of each month, as stated above, 1/12 of 20% of the total grant award will be deducted for the respective non-compliant agency. At no time will the amount deducted for non-compliance with these conditions exceed 20% of the total grant award.

Notwithstanding the provisions of Appendix A-1, paragraph 8, budget amendments for grant contracts 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 written approval by DCJS and the Office of the State Comptroller. An Appendix X and a DCJS-55 setting forth the proposed amendment must be submitted to DCJS for approval by DCJS and the 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 written approval of DCJS. A DCJS-55 setting forth the proposed amendment must be submitted to and approved by DCJS 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 DCJS-55 and 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.

The grantee must work towards the development of a comprehensive array of services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The grantee shall review all services proposed by sub-contractors for compliance with evidence-based practice as defined by the Transition from Prison to the Community model and New York State's adaptation of that model (NYTPC).

In addition to services designed to meet the basic survival needs of returning persons, the grantee must ensure that the county's network of services includes those that address crime-producing needs and either: 1) have been evaluated for effectiveness in achieving their desired outcomes using sound research methodology; 2) on their face, comport with evidence-based interventions for people who have offended; and/or 3) can be evaluated as part of the contract with the grantee.

Award Contract

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE11-1024-E00

Suffolk County

09/09/2011

APPENDIX A

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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.

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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 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 inspection, 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 Officers 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 termination 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 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:

- (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.

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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

Gen. 11

COUNTY OF SUFFOLK

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CRIMINAL JUSTICE COORDINATING COUNCIL

Steve Levy
Suffolk County Executive

Gerard J. Cook
Chairperson

11/4/2011

Ken Crannell,
Deputy County Executive

Enclosed please find 2 copies of a resolution packet prepared by the Suffolk County CJCC to accept \$347,400 grant funding from the NYS Division of Criminal Justice Services effective July 1, 2011 through June 30, 2012. The grant is to continue the work of the Suffolk County Reentry Task Force providing services for offenders returning from prison to Suffolk County.

A draft of the award contract is attached. Please note that the services will continue to be provided by a variety of Suffolk County agencies on a fee for service basis. Services will be provided to offenders referred to the Suffolk County Reentry Task Force operated through the Criminal Justice Coordinating Council. Referrals to the agencies will be made by the Reentry Coordinator based upon offender needs and residences. The grant proposal, submitted to DCJS, identified 9 service provider agencies and a Reentry Coordinator.

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

Introductory Resolution No. 1991-11

Laid on Table 11/22/11

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. 0200-974.50-02.00-021.000)**

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 974.50, Block 02.00, Lot 021.000, 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 401 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:

1991

September 13, 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.: 0200-974.50-02.00-021.000
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

**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.: 0200-974.50-02.00-021.000

Section 72-h, Gen'l Municipal Law

	<u>Amount</u>
County Investment	\$2,324.49

PURPOSE:

- | | |
|----------------------------|-------------------|
| A. Affordable Housing | <u> X </u> |
| B. Town Parks | <u> </u> |
| C. Road/Highway | <u> </u> |
| D. Drainage/Recharge Basin | <u> </u> |
| E. Other | <u> </u> |

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

WRT:slb

**DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION**

Resolution Title:

Tax Map No.: 0200-974.50-02.00-021.000

Purpose/Justification of Request:

Section 72-h Gen'l Municipal Law

Specify Where Applicable:

1. Is request due to change in law? Yes___ No X
If yes, please explain:
 2. Has this resolution been submitted previously? Yes_No X.
If yes, give I.R.#, attach copy and reason for re-submittal:
 3. Is backup attached? Yes X No
 4. Is this resolution subject to SEQRA review? Yes___ No X
-

Fiscal Information:

Anticipated Revenue: \$1.00 (to be waived)
County Investment: \$2,324.49

Contact Person:
Wayne R. Thompson

Telephone Number:
(631) 853-5971

**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

Introductory Resolution No. 1992-11

Laid on Table 11/22/11

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM # 0200-592.00-07.00-026.001)**

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 592.00, Block 07.00 Lot 026.001 and acquired by Tax Deed on August 15, 2007 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 4, 2007 in Liber 12520 at Page 725 and described as follows, known and designated as part of Lot 3 in Block 12 on a certain map entitled "Map of Ada Mae Park, Section 2", and filed in the Office of the Clerk of the County of Suffolk on October 19, 1911 as Map No. 486, which map is overlapped with part of Clancy Road as shown on the "Map of Fairway Lake, Section 2", and filed in the office of the Clerk of the County of Suffolk on November 2, 1992 as Map No. 9284; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel described in Exhibit "A" annexed hereto; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

1st RESOLVED, that Pamela J. Greene, Director of the Division of Real Property Acquisition and Management, or designee is hereby authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of \$261.91 plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for Highway purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than Highway purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for Highway purposes; and be it further

3rd **RESOLVED**, that said quitclaim deed tendered by Pamela J. Greene, Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

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

DATED: _____

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1992

August 15, 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.: 0200-592.00-07.00-026.001
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real
Estate to a Municipality, State, or Federal Government.

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 municipal purposes.

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
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, International Relations (2 hard copies)
Eric Naughton, Budget Director
Sarah Lansdale, Director of Planning
CE Reso Review via e-mail

**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.: 0200-592.00-07.00-026.001

Section 72-h, Gen'l Municipal Law

	<u>Amount</u>
County Investment	\$ 261.91

PURPOSE:

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

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

WRT: slb

**DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION**

Resolution Title:

Tax Map No.: 0200-592.00-07.00-026.001

Purpose/Justification of Request:

Section 72-h Gen'l Municipal Law

Specify Where Applicable:

1. Is request due to change in law? Yes___ No X .
If yes, please explain:
2. Has this resolution been submitted previously? Yes___ No X .
If yes, give I.R. #, attach copy and reason for resubmittal:
3. Is backup attached? Yes X No___.
4. Is this resolution subject to SEQRA review? Yes___No X .

Fiscal Information:

Anticipated Revenue: \$261.91
County Investment: \$261.91

Contact Person:
Wayne R. Thompson

Telephone Number:
(631) 853-5971

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

1. Type of Legislation

Resolution 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 Highway purposes

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

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

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 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

R.J. Bhatt
Land Management Specialist

Introductory Resolution No. 1993-11

Laid on Table 11/22/11

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. 0200-453.00-01.00-008.000)**

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 453.00, Block 01.00, Lot 008.000, 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 36 on a certain map entitled "Map of Gordon heights, Section 8", and filed in the Office of the Clerk of the County of Suffolk on January 12, 1945 as Map No. 1420,

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:

1993

September 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.: 0200-453.00-01.00-008.000
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:sib

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

**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**

S U M M A R Y S T A T E M E N T

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-453.00-01.00-008.000

Section 72-h, Gen'l Municipal Law

	<u>Amount</u>
County Investment	\$42,629.58

PURPOSE:

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

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

WRT:slb

**DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION**

Resolution Title:

Tax Map No.: 0200-453.00-01.00-008.000

Purpose/Justification of Request:

Section 72-h Gen'l Municipal Law

Specify Where Applicable:

1. Is request due to change in law? Yes___ No X
If yes, please explain:
 2. Has this resolution been submitted previously? Yes_No X.
If yes, give I.R.#, attach copy and reason for re-submittal:
 3. Is backup attached? Yes X No
 4. Is this resolution subject to SEQRA review? Yes___ No X
-

Fiscal Information:

Anticipated Revenue: \$1.00 (to be waived)
County Investment: \$42,629.58

Contact Person:
Wayne R. Thompson

Telephone Number:
(631) 853-5971

**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

1R 1994-11

LOT 11/22/11

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

**RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-183.00-01.00-009.000)**

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 183.00 Block 01.00 Lot 009.000 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 at Page 171 and described as follows, known and designated as Lots 234 to 239 inclusive on a certain map entitled "Map of Clairmont Park", and filed in the Office of the Clerk of the County of Suffolk on April 1, 1909 as Map No. 357; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel described in Exhibit "A" annexed hereto; and

WHEREAS, as provided in Resolution No. 840-2004 and Resolution No. 412-2005, this Legislature has determined that retention of development rights for transfer and use to promote the development of workforce housing is a vital need of Suffolk County residents and an important public purpose of County government; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel; and

1st RESOLVED, that Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, or her Deputy, 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 terms and conditions as hereinafter described to said Town of Brookhaven for the sum of \$2,293.03; plus the pro rata share of taxes, and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the above described property subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the Town of Brookhaven, without impairing the essential nature and open character of the premises and subject to the use of the open space area for passive recreational purposes; and be it further

3rd RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as Open Space and Workforce Housing Development Rights shall be severed herewith (0.30) (Three Tenths) Workforce Housing Development Right and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program Registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

4th RESOLVED, that said quitclaim deed tendered by Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain appropriate language that shall permanently sterilize the above-described parcel and sever the development rights for workforce housing purposes in accordance with the County's Workforce Housing Program; and be it further

5th RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for Open Space purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than Open Space purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for Open Space; and be it further

6th RESOLVED, that said quitclaim deed issued by Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

7th 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. Sections 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a) (1)

DATED: _____

APPROVED BY:

County Executive of Suffolk County
Date of Approval: ____

1994

October 18, 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.: 0200-183.00-01.00-009.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real
Estate to the Town of Brookhaven of for General Municipal 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 municipal purposes.

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
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
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

**DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION**

Resolution Title:

Tax Map No.: 0200-183.00-01.00-009.000

Purpose/Justification of Request:

Section 72-h Gen'l Municipal Law

Specify Where Applicable:

1. Is request due to change in law? Yes___ No X.

If yes, please explain:

2. Has this resolution been submitted previously? Yes___ No X.

If yes, give I.R. #, attach copy and reason for resubmittal:

3. Is backup attached? Yes X No___.

4. Is this resolution subject to SEQRA review? Yes___ No X.

Fiscal Information:

Anticipated Revenue: \$2,293.03

County Investment: \$2,293.03

Contact Person:
Wayne R. Thompson

Telephone Number:
(631) 853-5971

**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.: 0200-183.00-01.00-009.000

Section 72-h, Gen'l Municipal Law

	<u>Amount</u>
County Investment	\$ 2,293.03

Purpose:

A. Affordable Housing	_____
B. Open Space/Park	_____X_____
C. Road/Highway	_____
D. Drainage/Recharge Basin	_____
E. Other	_____

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

WRT:slb

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

1. Type of Legislation

Resolution X Local Law No. _____ 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 Municipal 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?

 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 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

 R.J. Bhatt
Land Management Specialist

1R 1995-11

LOT 11/22/11

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

**RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-960.00-02.00-001.000)**

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 960.00 Block 02.00 Lot 001.000 and acquired by Tax Deed on May 3, 1991 from General L. Rains, the Deputy County Treasurer of Suffolk County, New York, and recorded on May 28, 1991 in Liber 11268 at Page 520 and described as follows, known and designated as N 10 ft. of Lot 10 in Block 56 on a certain map entitled "Map of New York and Brooklyn Suburban Investment Company, Map 2", and filed in the Office of the Clerk of the County of Suffolk on November 19, 1889 as Map No. 70; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel described in Exhibit "A" annexed hereto; and

WHEREAS, as provided in Resolution No. 840-2004 and Resolution No. 412-2005, this Legislature has determined that retention of development rights for transfer and use to promote the development of workforce housing is a vital need of Suffolk County residents and an important public purpose of County government; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel; and

1st RESOLVED, that Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, or her Deputy, 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 terms and conditions as hereinafter described to said Town of Brookhaven for the sum of \$862.42; plus the pro rata share of taxes, and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the above described property subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the Town of Brookhaven, without impairing the essential nature and open character of the premises and subject to the use of the open space area for passive recreational purposes; and be it further

3rd RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as Open Space and Workforce Housing Development Rights shall be severed herewith (0) zero Workforce Housing Development Right and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program Registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

4th RESOLVED, that said quitclaim deed tendered by Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain appropriate language that shall permanently sterilize the above-described parcel and sever the development rights for workforce housing purposes in accordance with the County's Workforce Housing Program; and be it further

5th RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for Open Space purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than Open Space purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for Open Space purposes; and be it further

6th RESOLVED, that said quitclaim deed issued by Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

7th 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. Sections 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a) (1)

DATED: _____

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

1995

October 18, 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.: 0200-960.00-02.00-001.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real
Estate to the Town Brookhaven of for General Municipal 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 municipal purposes.

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
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
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

**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.: 0200-960.00-02.00-001.000

Section 72-h, Gen'l Municipal Law

	<u>Amount</u>
County Investment	\$ 862.42

Purpose:

A. Affordable Housing	_____
B. Open Space/Park	_____X_____
C. Road/Highway	_____
D. Drainage/Recharge Basin	_____
E. Other	_____

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

WRT:sib

**DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION**

Resolution Title:

Tax Map No.: 0200-960.00-02.00-001.000

Purpose/Justification of Request:

Section 72-h Gen'l Municipal Law

Specify Where Applicable:

1. Is request due to change in law? Yes___ No X.

If yes, please explain:

2. Has this resolution been submitted previously? Yes___ No X.

If yes, give I.R. #, attach copy and reason for resubmittal:

3. Is backup attached? Yes X No___.

4. Is this resolution subject to SEQRA review? Yes___ No X.

Fiscal Information:

Anticipated Revenue: \$862.42

County Investment: \$862.42

Contact Person:
Wayne R. Thompson

Telephone Number:
(631) 853-5971

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

1. Type of Legislation

Resolution Local Law No. _____ 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 Municipal purposes

4. Will the Proposed Legislation have a fiscal impact?

Yes No _____

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

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 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

R.J. Bhatt
Land Management Specialist

Introductory Resolution No. 1996-11

Laid on Table 11/22/11

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM # 0200-975.80-05.00-025.000)**

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

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 975.80, Block 05.00 Lot 025.000 and acquired by Tax Deed on May 26, 1992 from General L. Rains, the Deputy County Treasurer of Suffolk County, New York, and recorded on June 15, 1992 in Liber 11483 at Page 90 and described as follows, known and designated as Lots 33 & 34 in Block 711 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; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel described in Exhibit "A" annexed hereto; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

1st RESOLVED, that Pamela J. Greene, Director of the Division of Real Property Acquisition and Management, or designee is hereby authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of \$3,031.15 plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for highway purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than highway purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for highway purposes; and be it further

3rd RESOLVED, that said quitclaim deed tendered by Pamela J. Greene, Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

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

DATED: _____

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

Exhibit "A"

1996

RESOLUTION NO. 2011-401
MEETING OF May 10, 2011

ADOPTED
BY THE BROOKHAVEN TOWN BOARD

AUTHORIZATION TO ACQUIRE VACANT PARCELS OF SUFFOLK COUNTY OWNED LAND FOR HIGHWAY PURPOSES PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW – ATLANTIC AVENUE, PATCHOGUE (SCTM NOS. 0200-975.80-05.00-025.000 AND 0200-975.90-01.00-027.000)

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there is a vacant parcels of Suffolk County owned land located on Atlantic Avenue, Patchogue, further identified as SCTM Nos. 0200-975.80-05.00-025.000 and 0200-975.90-01.00-027.000 as shown on the attached map; and

WHEREAS, the Superintendent of Highways of the Town of Brookhaven is interested in acquiring said parcel of real property for highway purposes known as SCTM No. 0200-975.80-05.00-025.000 for a total consideration not to exceed \$3,031.15 plus pro-rata taxes at the time of closing; and

WHEREAS, the Superintendent of Highways of the Town of Brookhaven is interested in acquiring said parcel of real property for highway purposes known as SCTM No. 0200-975.90-01.00-027.000 for a total consideration not to exceed \$9,712.57 plus pro-rata taxes at the time of closing; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and

1996

disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs, successors, and assigns of the Town of Brookhaven and in the event of any violation of the restrictive covenants stated above, the Deed conveying said parcels shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

WHEREAS, the acquisition of said parcels pursuant to General Municipal Law Section 72-H, as an intergovernmental transfer, is a Type II action pursuant to NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcel for highway purposes further identified as SCTM No. 0200-975.80-05.00-025.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed \$3,031.15 plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above; and be it further

RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcel for highway purposes further identified as SCTM No. 0200-975.90-01.00-027.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed \$9,712.57 plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.

1996

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

S U M M A R Y S T A T E M E N T

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-975.80-05.00-025.000

Section 72-h, Gen'l Municipal Law

	<u>Amount</u>
County Investment	\$ 3,031.15

PURPOSE:

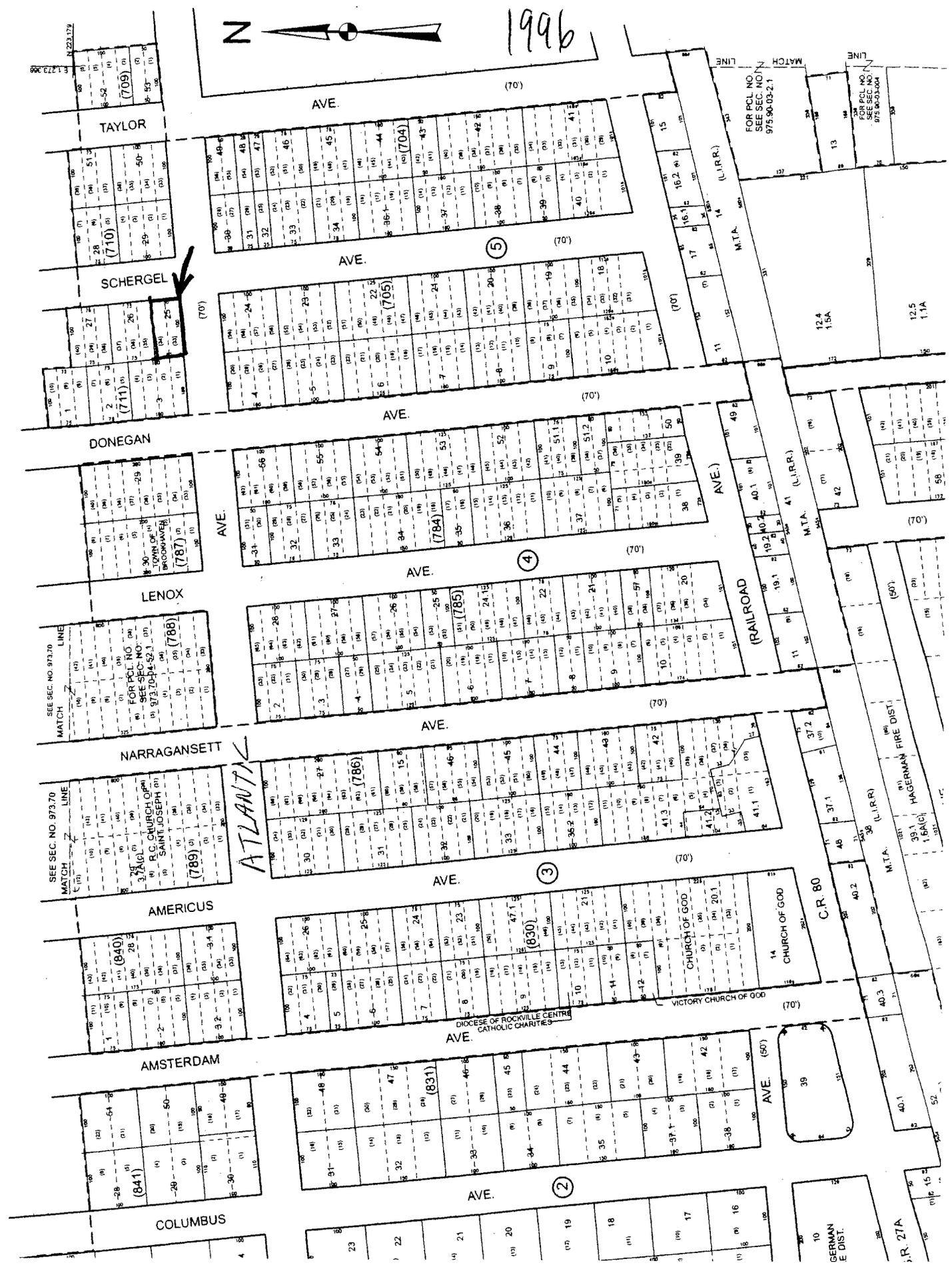
A. Affordable Housing	_____
B. Town Parks	_____
C. Road/Highway	<u> X </u>
D. Drainage/Recharge Basin	_____
E. Other	_____

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

WRT: slb



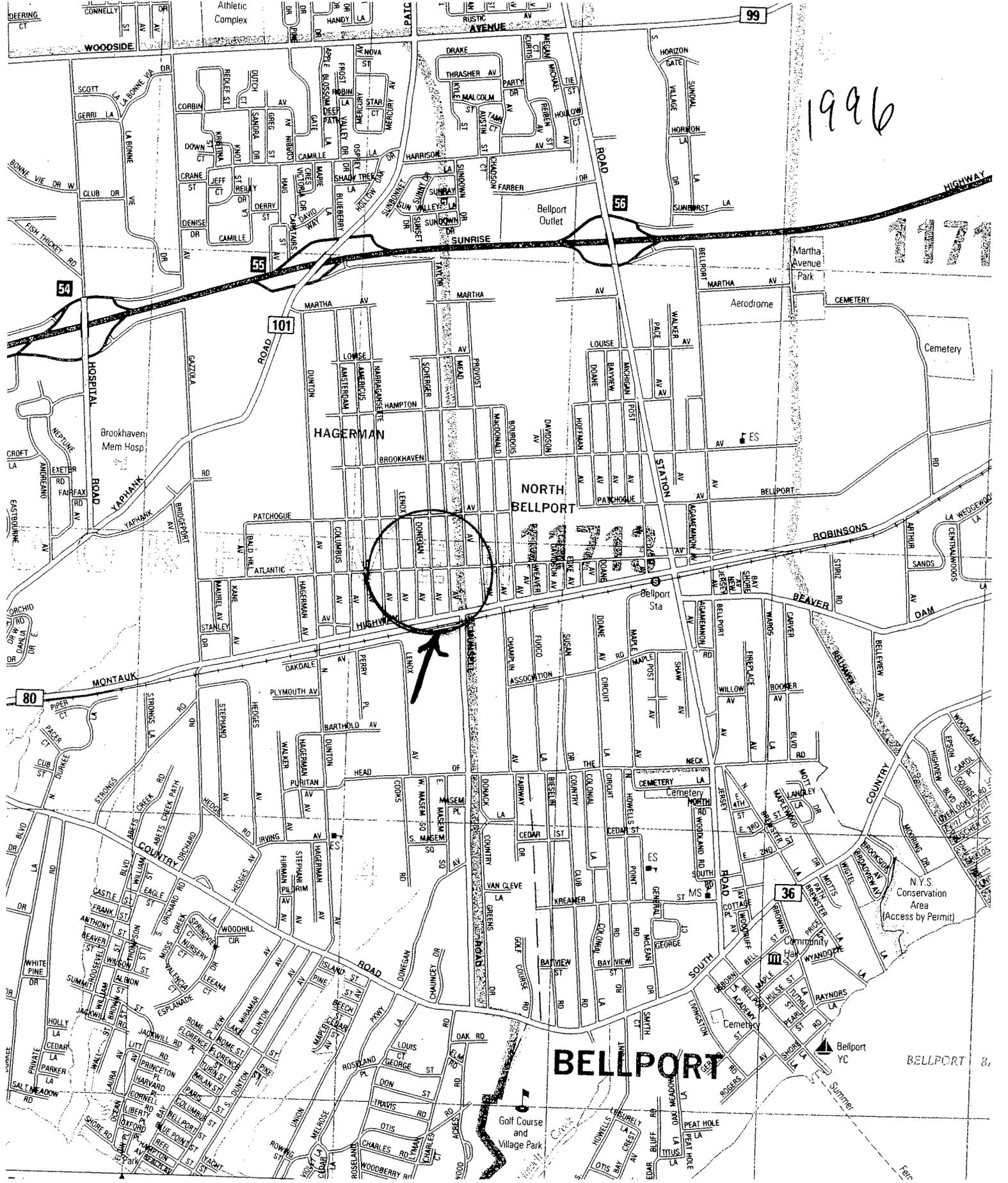
1996



TM# 0200-975-80-05-00-025-000

1996





1996

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TM # 0200-975,80-05.00-025.000

1996

**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 highway 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?

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 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

R.J. Bhatt _____ R.J. Bhatt 11/3/11
Land Management Specialist

Green 013

COUNTY OF SUFFOLK



1996

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

November 3, 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.: 0200-975.80-05.00-025.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

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 municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,
Pamela J. Greene
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:

Eric Kopp, Assistant Deputy County Executive
Brendan Chamberlain, Director, International Relations (2 hard copies)
Connie Corso, Budget Director
Sarah Lansdale, Director of Planning
CE Reso Review via e-mail

1997

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

Laid on Table 11/22/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW
NO. -2011, A CHARTER LAW TO BAN COMMUNITY
COLLEGE CHARGEBACKS TO THE TOWNS**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011 a proposed local law entitled, "**A CHARTER LAW TO BAN COMMUNITY COLLEGE CHARGEBACKS TO THE TOWNS**"; 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 BAN COMMUNITY COLLEGE
CHARGEBACKS TO THE TOWNS**

**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 pursuant to § 6305 of NEW YORK EDUCATION LAW, any community college in the State may accept non-resident students; further, a community college may charge and collect from the non-resident students' home county an allocable portion of the college's costs.

This Legislature further finds that amounts payable to community colleges for out-of-county tuition are a general county charge. However, counties may chargeback such amounts, in whole or in part, to the towns and cities within their jurisdiction.

This Legislature also determines that historically the County has not charged its towns for the costs incurred by the County for out-of-county tuition expenses.

This Legislature finds that the County Executive proposed in his 2012 Operating Budget to pass along out-of-county tuition expenses to the ten towns for the first time in County history.

This Legislature further determines that it is unfair for the County to pass community college costs onto town governments because the towns have no role in this area.

This Legislature further finds that the County cannot, in good conscience, complain about the hardships caused by unfunded State mandates and then mandate that towns pay a cost that has always been a County charge.

This Legislature also finds that town governments will have no choice but to raise property taxes to satisfy this new County mandate.

Therefore, the purpose of this charter law is to prohibit the County from charging back the towns for costs associated with out-of-county tuition.

Section 2. Amendments.

I) Section C4-6 of the SUFFOLK COUNTY CHARTER is hereby amended as follows:

§ C4-6. Submission of proposed county budget by County Executive.

* * * *

L. The County Executive shall not include in his proposed expense budget revenues from a chargeback to the towns in Suffolk County for costs incurred by the County for payments made to community colleges pursuant to § 6305 of the NEW YORK EDUCATION LAW.

II) Section C4-10 of the SUFFOLK COUNTY CHARTER is hereby amended as follows:

§ C4-10. Action by County Legislature on proposed budget.

* * * *

K. The adopted expense budget for any fiscal year shall not include revenues from a chargeback to the towns of Suffolk County for costs incurred by the County for payments made to community colleges pursuant to § 6305 of the NEW YORK EDUCATION LAW.

Section 3. Applicability.

This law shall apply to all operating budgets proposed and adopted 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.

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)

1997

DATE: NOVEMBER 17, 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 BAN COMMUNITY COLLEGE CHARGE BACKS TO THE TOWN

SPONSOR: LEGISLATOR ROMAINE

DATE OF RECEIPT BY COUNSEL: 11/7/11 PUBLIC HEARING: 12/6/11

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would amend the Suffolk County Charter and bar the County Executive from proposing, and the County Legislature from adopting, an operating budget that charges back to the ten towns the costs incurred by the County for out-of-county tuition payments.

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

GEORGE NOLAN
Counsel to the Legislature

GN:tm

s:\rule28\ban college chargebacks

1998

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

Laid on Table 11/22/11

**RESOLUTION NO. -2011, NAMING THE DEPARTMENT OF
HEALTH SERVICES BUILDING IN GREAT RIVER, NEW YORK
IN HONOR OF HERBERT W. DAVIDS**

WHEREAS, Herbert W. Davids served Suffolk County as the Director of Environmental Quality for 31 years; and

WHEREAS, during his tenure as Director, Davids worked tirelessly to ensure that the County maintained the highest standards in protecting water quality; and

WHEREAS, Davids enacted standards in the 1950s to extend public water access throughout the County; and

WHEREAS, as the County continued to grow, Davids tailored water quality protections to address potential problems before they surfaced; and

WHEREAS, Davids was also instrumental in establishing County-wide standards for on-site sewage treatment facilities for large-scale developers in the 1960s and revised those standards throughout the 1970s to address anticipated concerns as development continued; and

WHEREAS, Davids also advocated for the Board of Health to prohibit toxic and hazardous materials from being used and stored in recharge basins and sensitive groundwater area; and

WHEREAS, Davids passed away on March 6, 1998; and

WHEREAS, the County is opening a Department of Health Services facility in Great River; and

WHEREAS, it would be a fitting tribute to name the facility in honor of Herbert W. Davids in recognition of his tireless protection of groundwater and the public health during his tenure as Director of Environmental Quality; now, therefore be it

1st RESOLVED, that pursuant to Section 215(1) of the NEW YORK COUNTY LAW, the Suffolk County Department of Health Services facility located at 3500 Sunrise Highway, Great River, New York, is hereby named the "Herbert W. Davids Health Services Facility" in honor of Mr. Davids' work to protect public health through groundwater protection; and be it further

2nd RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take all actions necessary and appropriate to effectuate this naming and dedication; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF

RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-naming Herbert davids health services facility

1999

Intro. Res. No. -2011
Introduced by Legislator Kennedy

Laid on Table 11/22/11

**RESOLUTION NO. -2011, AUTHORIZING TRANSFER OF
SURPLUS COUNTY MONITORS AND LAPTOPS TO RSVP**

WHEREAS, the Suffolk County Department of Information Technology has submitted to the Suffolk County Legislature a list of surplus monitors and laptops; and

WHEREAS, this equipment has been taken out of service because of obsolescent technology; and

WHEREAS, RSVP has requested the donation of fifty-two (52) monitors and four (4) laptops from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of the 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:
RSVP
811 West Jericho Turnpike, Suite 103W
Smithtown, NY 11787
Contact Person: Joel Becker
631-979-9490

ITEMS REQUESTED:
52 Monitors (Attached in Exhibit A)
4 Laptops (Attached in Exhibit B)

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-computer-RSVP-DOIT

2	SUFFOLK COUNTY								CONDITION CODES
3	DEPARTMENT OF INFORMATION TECHNOLOGY								
4	DATABASE OF CONDEMNED AND SURPLUS COMPUTER EQUIPMENT								1= USABLE AS IS
5									2 = USABLE NEEDS PARTS
6	"Various" indicates unavailable at time spreadsheet was generated for equipment already in trailer.								3 = SALVAGE
7	In future this information will be collected when equipment is picked up.								
8									
9	COUNTY LOCATION OF CONDEMNED/ SURPLUS	DATE ITEMS PICKED UP	TYPE OF EQUIP	MANUFACTURER	MODEL	SERIAL NUMBER	CON- DITION	QUANTITY	LOT#
10	DEPT	INVENTORY							
11									
60	Various	Various	Various	Dell	1704FPVT	oku78771618781a218	1	1	16
61	Various	Various	Various	Gateway	FPD1730	mul7007g005421	1	1	16
62	Various	Various	Various	Gateway	FPD1730	mul700g005345	1	1	16
63	Various	Various	Various	Gateway	FPD1730	mul7007g0006608	1	1	16

2	SUFFOLK COUNTY								CONDITION CODES
3	DEPARTMENT OF INFORMATION TECHNOLOGY								
4	DATABASE OF CONDEMNED AND SURPLUS COMPUTER EQUIPMENT								1= USABLE AS IS
5									2 = USABLE NEEDS PARTS
6	"various"Indicates unavailable at time spreadsheet was generated for equipment already in trailer.								3 = SALVAGE
7	In future this information will be collected when equipment is picked up.								
8									
9	COUNTY LOCATION OF CONDEMNED/ SURPLUS	DATE ITEMS PICKED UP	TYPE OF EQUIP	MANUFACTURER	MODEL	SERIAL NUMBER	CON- DITION	QUANTITY	LOT#
10	DEPT	INVENTORY							
11									
12	Various	Various	Various	Gateway	M405	33231653	1	1	N/A
13	Various	Various	Various	Gateway	M405	33231658	1	1	N/A
14	Various	Various	Various	Gateway	M405	33231670	1	1	N/A
15	Various	Various	Various	Dell	D505	3QVWM71	1	1	N/A

2000

Intro. Res. No. -2011
Introduced by Legislator Cooper

Laid on Table 11/22/11

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO ESTABLISH A PUBLIC REGISTRY OF UNSCRUPULOUS HOME IMPROVEMENT CONTRACTORS 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 TO ESTABLISH A PUBLIC REGISTRY OF UNSCRUPULOUS HOME IMPROVEMENT CONTRACTORS 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 TO ESTABLISH A PUBLIC REGISTRY OF UNSCRUPULOUS HOME IMPROVEMENT CONTRACTORS 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 the County of Suffolk licenses and regulates home improvement contractors.

This Legislature also finds and determines that while the majority of home improvement contractors operating in Suffolk County are upstanding businessmen who are licensed and insured, there are others who try to evade regulation.

This Legislature further finds and determines that operating as a home improvement contractor without a license or with a revoked license is a violation of County law subject to a fine of up to \$750 for a first violation, with fines up to \$1,500 for each subsequent violation.

This Legislature finds that some home improvement contractors also violate New York State Penal Law by defrauding or stealing from their customers.

This Legislature determines that the public should have access to information on unscrupulous home improvement contractors so that they can avoid falling prey to such contractor's illegal actions.

This Legislature also finds that the Department of Consumer Affairs should establish and maintain an online registry listing the business information of home improvement contractors who have been found to be in grievous violation of the County's licensing laws.

Therefore, the purpose of this law is to establish a registry for persons operating as home improvement contractors in violation of County and State laws.

Section 2. Definitions.

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

“FRAUD OR THEFT CRIMES” shall be defined as the commission of the following enumerated crimes: Petit larceny, as defined in the New York State Penal Law (“Penal”) § 155.25; Grand larceny in the fourth degree, as defined in Penal § 155.30; Grand larceny in the third degree, as defined in Penal § 155.35; Grand larceny in the second degree, as defined in Penal § 155.40; Grand larceny in the first degree, as defined in Penal § 155.42; False advertising, as defined in Penal § 190.20; Scheme to defraud in the second degree, as defined in Penal § 190.60; Scheme to defraud in the first degree, as defined in Penal § 190.65;

“PERSON” shall be defined as any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business of any kind.

Section 3. Registry Established.

A registry is hereby established which shall contain the names, addresses and licensing information for persons operating as a home improvement contractor in Suffolk County who have been fined for operating without a valid license, had their licenses revoked, or convicted of fraud or theft crimes against their customers. The Department of Information Technology and the Department of Consumer Affairs are hereby directed to establish public online access for this registry.

Section 4. Requirements.

- A) Any person who operates as a home improvement contractor in Suffolk County and has been cited for operating without a license, has had his or her home contractor license revoked, or has been convicted of a fraud or theft crime against a home improvement customer must register with the Department of Consumer Affairs within 15 days of receiving such an administrative determination or conviction.
- B) Each person required to register with the Home Improvement License Offender Registry shall submit:
 - a. Their name,
 - b. Any aliases they are known under,
 - c. Their home improvement contractor license information,
 - d. Their company's name(s),
 - e. Their company's address(es),
 - f. A photograph of the individual licensee's head and shoulders from the front.
- C) Each person required to register with the Home Improvement License Offender Registry shall remain on the registry for the duration of their non-compliance with the County's licensing laws. Individuals who have been convicted of a fraud or theft crime shall remain on the Home Improvement License Offender Registry for a period of five (5) years following their release from incarceration or the date judgment was rendered, whichever is later.

- D) The Department of Consumer Affairs shall be authorized to provide the most recent information they have for any person who been cited for operating without a license or has had their license revoked and has failed to register in accordance with this law. Such person shall be found in violation of this law for failure to register.

Section 5. Promulgation of Rules and Regulations

The Commissioner of the Suffolk County Department of Consumer Affairs is hereby authorized and empowered to promulgate such rules and regulations necessary to implement this law.

Section 6. Penalties.

Any person required to register with the Home Improvement License Offender Registry who fails to do so shall be charged with an unclassified misdemeanor and shall be punished by incarceration in a correctional facility for not more than one (1) year and/or a fine of up to one thousand dollars (\$1,000.00).

Section 7. Applicability.

This law shall apply to all persons in violation of the home improvement contractor licensing laws codified in Chapter 345 of the SUFFOLK COUNTY CODE on or after the effective date of this law.

Section 8. 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 9. 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 10. 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-contractor wall of shame

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

2000

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: November 17, 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 A PUBLIC REGISTRY OF UNSCRUPULOUS HOME IMPROVEMENT CONTRACTORS IN SUFFOLK COUNTY

SPONSOR: LEGISLATOR COOPER

DATE OF RECEIPT BY COUNSEL: 11/17/11 PUBLIC HEARING: 12/6/11

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

This proposed local law would establish a registry for home improvement contractors who operate in Suffolk County in violation of County licensing laws. Any person who has been cited for operating without a license, had his or her home contractor license revoked, or has been convicted of a fraud or theft crime¹ must register with the Department of Consumer Affairs within 15 days of receiving an administrative determination or criminal conviction. The Department of Information Technology and Consumer Affairs will establish public online access to the registry – a “Contractors Wall of Shame”.

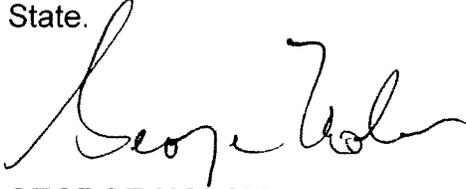
Persons required to register must provide the following information: their name; any aliases they are known by; their home improvement contractor license information, if applicable; their company’s name; the company’s address; a photograph of the person’s head and shoulders from the front. Registered persons shall remain on the registry for the duration of their non-compliance with County licensing laws. For persons who have been convicted of a crime, they shall remain on the registry for five years. The Department of Consumer Affairs is authorized to provide the most recent information they have available for any person who has been cited for operating without a license or had their license revoked but has failed to register.

Failure to register with the Department of Consumer Affairs shall constitute an unclassified misdemeanor, punishable by a fine of up to \$1,000 and/or up to one year

¹ “Fraud or theft crime” is defined as the commission of the following enumerated crimes: Petit larceny, as defined in NYS Penal § 155.25; Grand larceny in the fourth degree, as defined in NYS Penal § 155.30; Grand larceny in the third degree, as defined in NYS Penal § 155.35; Grand larceny in the second degree, as defined in NYS Penal § 155.40; Grand larceny in the first degree, as defined in NYS Penal § 155.42; False advertising, as defined in NYS Penal § 190.20; Scheme to defraud in the second degree, as defined in NYS Penal § 190.60; and Scheme to defraud in the first degree, as defined in NYS Penal § 190.65.

in jail. This law will apply to all persons in violation of the home improvement contractor licensing laws contained in Chapter 345 of the SUFFOLK COUNTY CODE on or after the effective date of this law. The Commissioner of the Department of Consumer Affairs is authorized to promulgate all rules and regulations necessary for the implementation of this law.

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

A handwritten signature in black ink, appearing to read "George Nolan", written in a cursive style.

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-contractors wall of shame

2001

Intro. Res. No. -2011
Introduced by Legislator Anker

Laid on Table 11/22/11

**RESOLUTION NO. -2011, AUTHORIZING SUPPORT FOR
THE SUBMISSION OF A GRANT APPLICATION TO THE NEW
YORK STATE OFFICE OF PARKS, RECREATION AND
HISTORIC PRESERVATION BY THE HERITAGE TRUST, INC.**

WHEREAS, Heritage Trust, Inc. is applying to the New York State Office of Parks, Recreation and Historic Preservation for a grant under the Environmental Protection Fund for a park project at the North Shore Heritage Park located in Mount Sinai, Town of Brookhaven; and

WHEREAS, the North Shore Heritage Park is a public-private partnership, where the County of Suffolk owns the majority of the land, the Town of Brookhaven maintains the park and Heritage Trust, Inc. owns and maintains a small portion of the park; and

WHEREAS, as part of the application process, the State of New York requires a resolution of the municipality with planning jurisdiction as well as the municipality in which the project is located to demonstrate local support for the proposed park project; and

WHEREAS, a resolution in support of this application has been introduced for consideration of the Brookhaven Town Board; and

WHEREAS, the County of Suffolk wishes to support this application to improve the North Shore Heritage Park as the municipality which owns the parcel and maintains planning jurisdiction; now, therefore be it

1st RESOLVED, that the County of Suffolk hereby does approve and endorse the application of Heritage Trust, Inc. for a grant under the Environmental Protection Fund to create a Court of America at North Shore Heritage Park, Mount Sinai, Town of Brookhaven, New York; 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

2002

Intro. Res. No. -2011
Introduced by Legislator Browning

Laid on Table 11/22/11

**RESOLUTION NO. -2011, EXTENDING THE WELFARE TO
WORK COMMISSION**

WHEREAS, the Suffolk County Welfare to Work Commission was created by Resolution 181-2003 to evaluate and make recommendations as to federal, state and county policies to move people from welfare to work; and

WHEREAS, the Commission has proven to be a valuable resource, helping the County develop policies to assist the working poor and other citizens in need; and

WHEREAS, the Commission is set to expire at the end of 2011; and

WHEREAS, this Legislature wishes to extend the life of the important Commission; now, therefore be it

1st RESOLVED, that Chapter 1180-10 of the Suffolk County code is hereby amended as follows:

CHAPTER 1180 WELFARE

Article I. Welfare to Work Commission

§1180-10. Expiration Date

...

The Commission shall expire, and the terms of office of its members terminate, as of December 31, [2011] 2021, at which time the Commission shall deposit all the records of its proceedings with the Clerk of the Legislature.

...

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:

2003

Intro. Res. No. -2011
Introduced by Legislator Schneiderman

Laid on Table 11/22/11

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO FACILITATE EMERGENCY HOUSING OF SEX OFFENDERS IN NON-RESIDENTIAL AREAS

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 FACILITATE EMERGENCY HOUSING OF SEX OFFENDERS IN NON-RESIDENTIAL AREAS**" 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 FACILITATE EMERGENCY HOUSING OF SEX OFFENDERS IN NON-RESIDENTIAL AREAS

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, acting through its Department of Social Services, is obligated to find housing for homeless persons, including sex offenders.

This Legislature also finds that the Department of Social Services has been housing homeless sex offenders in two trailers located in Riverhead and Westhampton for several years.

This Legislature determined in Resolution 417-2010 that the County's sex offender housing policy was flawed on several grounds: that it was inequitable to house all sex offenders in two communities; that the condition of the trailers invited litigation; and that the County incurred huge costs transporting sex offenders to and from the trailers.

This Legislature further finds that Resolution 417-2010, as amended by Resolution 935-2010, directed the Department of Social Services to develop a new program to provide emergency housing for homeless sex offenders that was equitable, cost effective and provided oversight of sex offenders.

This Legislature also finds that Resolution 417-2010 directed the Department of Social Services to seek shelter providers to provide emergency housing for homeless sex offenders. Resolution 417-2010 also provided that no more than one shelter would be sited in any town or legislative district and that no more than six (6) sex offenders should be housed in any one shelter. Further, Resolution 417-2010 provided that, to the greatest extent practicable, these shelters be sited in non-residential areas.

This Legislature finds that Chapter 438 of the SUFFOLK COUNTY CODE requires that all congregate emergency shelters comply with local zoning ordinances. This provision may have the undesirable effect of blocking the placement of sex offender shelters in non-residential areas.

Therefore, the purpose of this law is amend Chapter 438 of the SUFFOLK COUNTY CODE to facilitate the siting of emergency housing shelters for sex offenders in commercial, non-residential settings. Additionally, this law authorizes the Department of Social Services to indemnify shelter providers for expenses incurred defending legal actions that challenge the siting and operation of shelters.

Section 2. Amendments.

I. Chapter 438 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 438, Emergency Shelters

ARTICLE I, Congregate Emergency Shelters

§ 438-3. Site procedure.

* * * *

D. A congregate emergency shelter shall comply with local zoning and building codes where required by applicable law, subject to the provisions of § 438.8 of this article. This provision shall not apply to emergency shelters established to house sex offenders pursuant to Suffolk County Resolution 417-2010 insofar as such shelters may be sited in a non-residential area and house up to six persons who are unrelated.

* * * *

§ 438-4. Certification requirements.

* * * *

B. Certification term, renewal and conditions.

* * * *

(7) With the exception of emergency shelters established to house sex offenders pursuant to Suffolk County Resolution 417-2010, no [No] congregate emergency shelter shall be eligible for a certification renewal unless such congregate emergency shelter has complied with local zoning and building codes where required by applicable law, subject to the provisions of § 438.8 of this article and has also complied with the following conditions:

* * * *

§ 438.8. Compliance with local zoning and building codes required.

Any congregate emergency shelter that is not in compliance with local zoning or building codes, ordinances and/or regulations shall have 60 days from the date of notification by the pertinent town or village to correct the condition. If the shelter fails to comply, the contract shall be

terminated by the County Department of Social Services and all payments by the Department shall then cease. This Section shall not apply to emergency shelters established to house sex offenders pursuant to Resolution 417-2010.

* * * *

- II. Suffolk County Resolution No. 417-2010 is hereby amended by the addition of a new 8th Resolved clause which shall read as follows:

8th RESOLVED, that the Department of Social Services is hereby authorized and empowered to indemnify the shelter provider(s) selected to provide emergency housing for expenses incurred by the shelter provider(s) defending legal actions challenging the siting and/or operation of a shelter or shelters in accordance with this resolution; and be it further

- III. The 8th RESOLVED clause of Resolution 417-2010 is renumbered as the 9th RESOLVED clause.

Section 3. Applicability.

This law shall apply to 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- emergency housing sex offenders

OFFICE OF THE COUNTY LEGISLATURE
COUNTY OF SUFFOLK

2003

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: NOVEMBER 17, 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 FACILITATE EMERGENCY HOUSING OF SEX
OFFENDERS IN NON-RESIDENTIAL AREAS

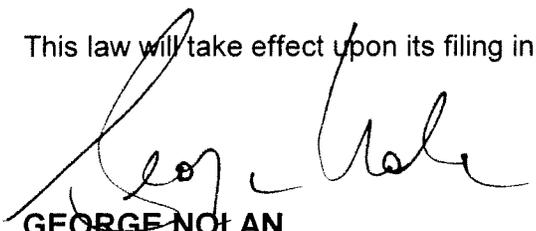
SPONSOR: LEGISLATOR SCHNEIDERMAN

DATE OF RECEIPT BY COUNSEL: 11/7/11 PUBLIC HEARING: 12/6/11
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would amend the County's law regulating congregate emergency shelters to allow the placement of sex offender shelters in non-residential areas.

Presently, Chapter 438 of the SUFFOLK COUNTY CODE states that all congregate emergency shelters must comply with the local zoning and building codes. This law would exempt shelters that house homeless sex offenders from this requirement insofar as such shelters may be sited in a non-residential area and house up to six unrelated persons.

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


GEORGE NOLAN
Counsel to the Legislature

GN:tm

s:\rule28\sex offenders-emergency housing

RESOLUTION NO.

CONTROL#872-2011

Intro. Res. # 2004-11

Laid on Table 11/22/11

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 #872-2011)

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#872-2011

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#872-2011

(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	HUNTINGTON	10/11	0400 10400 0200 032000	20761.51	17800.40	2961.11
B	ISLIP	10/11	0500 39300 0200 072000	12618.41	0.00	12618.41
A	ISLIP	09/10	0500 17300 0100 035002	12109.38	1459.76	10649.62
B	ISLIP	10/11	0500 17300 0100 035002	12452.78	0.00	12452.78
A	SMITHTOWN	10/11	0800 06400 0200 087000	6246.25	3048.75	3197.50
A	SMITHTOWN	10/11	0800 10100 0400 053001	6762.53	3215.80	3546.73
A	BABYLON	10/11	0100 06900 0100 053000	10004.31	5209.28	4795.03
A	BABYLON	10/11	0100 17100 0200 049000	5735.05	1841.20	3893.85

As Provided and Requested By Town Assessor or Receiver of Taxes
 APPROVED BY:

 County Executive of Suffolk County

 Date of Approval:

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

1. Type of Legislation

Resolution 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

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

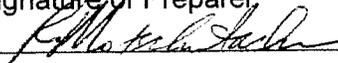
N/A

9. Timing of Impact

2011

10. Typed Name & Title of Preparer
R. Motschenbacher RPAT II

11. Signature of Preparer



12. Date November 10 2011

Additional back-up material regarding IR 2004 is on file

in the Legislative Clerk's Office, Hauppauge.

Introductory Resolution No. 2005-11 Laid on Table 11/22/11

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
GLEN TOMPKINS
0100-228.02-01.00-108.000

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 108.000, and acquired by tax deed on September 28, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 28, 2009, in Liber 12601, at Page 256, and otherwise known and designated by the Town of Babylon, as Slip B-25, 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 September 28, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 28, 2009 in Liber 12601 at Page 256.

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, GLEN TOMPKINS has made application of said above described parcel and GLEN TOMPKINS has paid the application fee and has paid \$1,979.41, 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 GLEN TOMPKINS, 19 Locust Place, Manhasset NY 11030, 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

2005

November 09, 2011

Tax Map No.: 0100-228.02-01.00-108.000
Name of Last Legal Fee Owner: GLEN TOMPKINS

TREASURER'S COMPUTATION.....	\$1,979.41
Taxes.....2010/2011.....	INCLUDED
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
<hr/>	
TOTAL.....	\$1,979.41
<hr/> <hr/>	
Monies Received.....	\$1,979.41
<hr/>	
<u>RESOLUTION AMOUNT</u>	<u>\$1,979.41</u>

APPROVED:

Karen A. Slater 11/10/11
Accounting
LS:lag

PREPARED BY:

Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0100	228.02	01.00	108.000

2005

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2006/07	531.11
2008/09	415.45
2009/10	424.32
2010/11	326.13

2007/08 PROPERTY TAXES PAID BY OWNER

TOTAL: 1697.01

B. INTEREST DUE	188.14
C. TOTAL	1885.15
D. 5% LINE C	94.26
E. FEE	
F. MISC	
G. MISC	

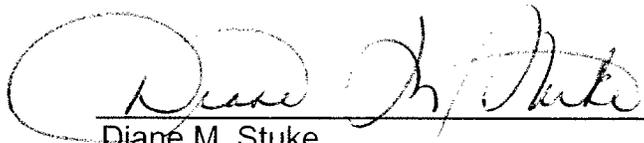
H. TOTAL DUE \$1,979.41

11/11/11

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. 02-Sep-11



Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to
and including 02/29/12

2005

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X

Tax Map Number 0100-228.02-01.00-108.000

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)

<u>County</u>	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

11/10/11

N 164,000
E 2,178,500

2005

NEGUNT ATOGUE

CREEK

(S)

UNDERWATER LAND

CANAL

THE ANCHORAGE YACHT CLUB CONDOMINIUM

FOR COMMON AREA
SEE SEC. NO.
228-03-001

(LESSER OFFICE UNIT)
130.1 130.2

N 163,100
E 2,178,000

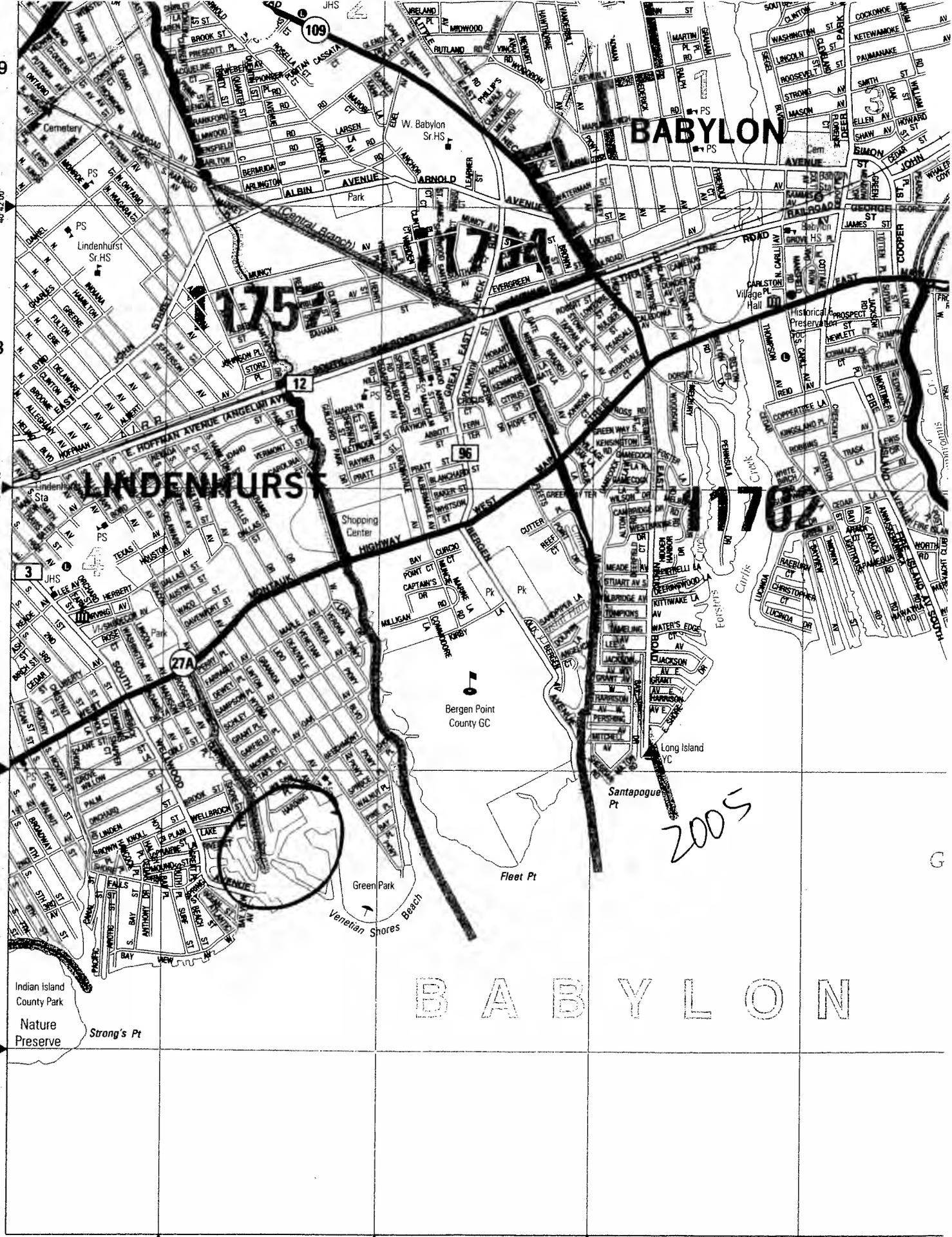
LEGEND Property or RR Line Divided Common Owner Subdivision Lot Line Stream / Shore Parcel No.		Subdivision Lot No. 110 Subdivision Block/Map No. (21) Dead Dimension 12 Scaled Dimension 12.1 Dead Area 12.1 A(d) or 12.1A Calculated Area 12.1 A(c)	Block Limit Block No. (2) County Line Town Line Village Line	School District Line — SCH — Fire District Line — F — Water District Line — W — Light District Line — L — Park District Line — P — Sewer District Line — S —	Hydrant District Line — H — Refuse District Line — R — Water District Line — WST — Ambulance District Line — A — Fortwater District Line — FW —	UNLESS DRAWN OTHERWISE ALL PROP ARE WITHIN THE FOLLOWING SCHOOL 4 SEWER 3 FIRE 1 HYDRANT 3 LIGHT 55 WATER 38 PARK REFUSE AMBULANCE WASTEWATER

Joins Map 5

9
8
7
6
5

40°42'00"
40°41'15"
40°40'30"
40°39'45"

L 73°21'45" M 73°21'00" N 73°20'15" O 73°19'30" P



1757

1702

2005

B A B Y L O N

COUNTY OF SUFFOLK



2005

STEVE LEVY
COUNTY EXECUTIVE

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

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

November 14, 2011

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

Re: Tax Map No. 0100-228.02-01.00-108.000
GLEN TOMPKINS

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)
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. 2006-11 Laid on Table 11/22/11

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
THOMAS P. KARLO
0902-004.00-03.00-009.009

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 Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0902, Section 004.00, Block 03.00, Lot 009.009, and acquired by tax deed on August 03, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 08, 2011, in Liber 12667, at Page 752, and otherwise known and designated by the Town of Southampton, as Lot No. 3, on a certain map entitled, "Map of The Crossways II" and filed in the Office of the Clerk of the County of Suffolk on May 13, 2003 as Map No. 10945; 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 03, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 08, 2011 in Liber 12667 at Page 752.

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, THOMAS P. KARLO has made application of said above described parcel and THOMAS P. KARLO has paid the application fee and has paid \$7,533.12, 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 THOMAS P. KARLO, 135 E. 74th St., New York NY 10021, 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

2006

November 07, 2011

Tax Map No.: 0902-004.00-03.00-009.009

Name of Last Legal Fee Owner: THOMAS P. KARLO

TREASURER'S COMPUTATION..... \$7,533.12 \checkmark

Taxes.....2010/2011..... INCLUDED

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$7,533.12

Monies Received..... \$7,533.12

RESOLUTION AMOUNT..... \$7,533.12 \checkmark

APPROVED:

Wynette Brownell 11-7-2011

Accounting
DB:lag

PREPARED BY:

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT

0902

SECTION

004.00

BLOCK

03.00

LOT

009.009

2006

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

Year	Village	Town	Combined
2006/07	PAID	234.07	234.07
2007/08	PAID	1316.03	1316.03
2008/09	PAID	1244.31	1244.31
2009/10	1449.95	PAID	1449.95
2010/11	PAID	1604.34	1604.34
2011/12	1137.76	NOT DUE	1137.76

**2006/07 THROUGH 2008/09 AND 2010/11 VILLAGE TAXES PAID BY OWNER
2009/10 TOWN TAXES PAID BY OWNER**

TOTAL: 6986.46

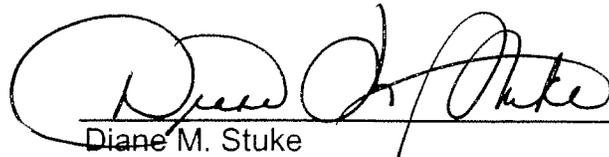
B. INTEREST DUE	187.94
C. TOTAL	7174.40
D. 5% LINE C	358.72
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$7,533.12

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. 26-Oct-11



Diane M. Stuke
Deputy County Treasurer

** Interest and penalty computed to and including

04/23/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0902-004.00-03.00-009.009

2006

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)

<u>County</u>	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

11-8-11

stance:
ximately
i. vertically.

Scale 1:24,000



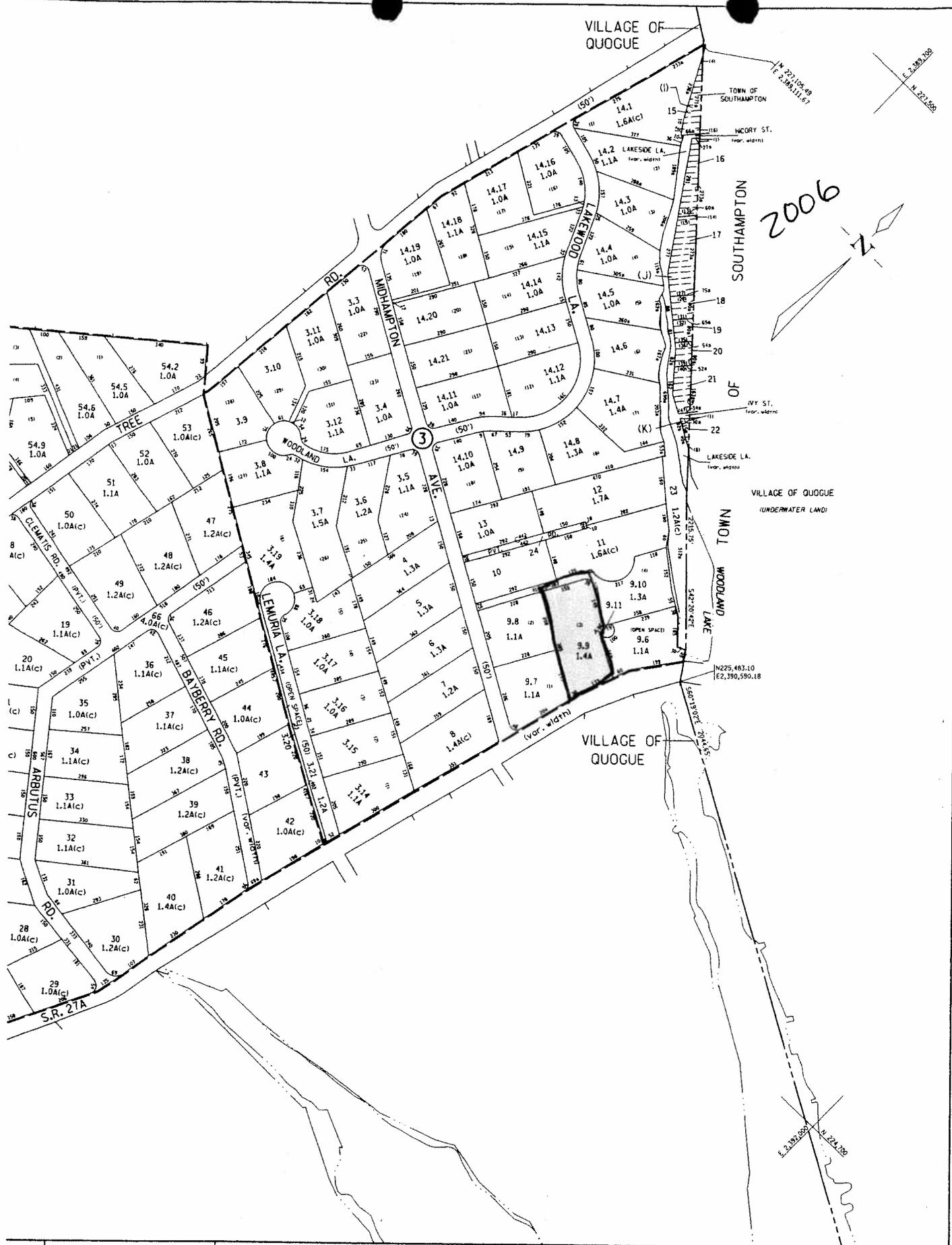
Joins Map 42



Joins Map 48

0902-004.00 0300-084.009

ATLANTIC



2008-004-08-08-009.009

<p>NOTICE</p> <p>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.</p>	<p>COUNTY OF SUFFOLK © Real Property Tax Service Agency County Center Riverhead, N Y 11901 SCALE IN FEET</p>	<p>KEY</p> <p>MAP</p>	<p>TOWN OF SOUTHAMPTON</p> <p>VILLAGE OF QUOGUE</p> <p>DISTRICT NO 0902</p>	<p>SECTION NO</p> <p style="font-size: 2em; text-align: center;">004</p> <p>PROPERTY MAP</p>
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COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

2006

PAMELA J. GREENE
DIVISION DIRECTOR

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

BRIAN CULHANE
COMMISSIONER

November 9, 2011

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

Re: Tax Map No. 0902-004.00-03.00-009.009
THOMAS P. KARLO

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)
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. 2007-11 Laid on Table 11/22/11

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
BILL THEOHARIS, ANTHONY THEOHARIS AND ANNA ARABOS
1000-022.00-04.00-010.000

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 Southold, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 1000, Section 022.00, Block 04.00, Lot 010.000, and acquired by tax deed on June 2, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 11, 2011, in Liber 12661, at Page 629, and otherwise known and designated by the Town of Southold, as Lot No. 12, on a certain map entitled "Map of Stars Manor", filed in the Office of the Clerk of the County of Suffolk on October 19, 1963 as Map No. 3864; 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 2, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 11, 2011 in Liber 12661 at Page 629.

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, BILL THEOHARIS, ANTHONY THEOHARIS AND ANNA ARABOS have made application of said above described parcel and BILL THEOHARIS, ANTHONY THEOHARIS AND ANNA ARABOS have paid the application fee and have paid \$1,787.37, 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 BILL THEOHARIS, ANTHONY THEOHARIS AND ANNA ARABOS, 79-10 34th Ave., Apt. 2N, Jackson Heights NY 11372, 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

2007

November 07, 2011

Tax Map No.: 1000-022.00-04.00-010.000

Name of Last Legal Fee Owner: BILL THEOHARIS, ANTHONY THEOHARIS AND
ANNA ARABOS

TREASURER'S COMPUTATION..... \$1,787.37
Taxes.....2010/2011..... INCLUDED
License/Storage Fee..... OPEN
Repairs..... OPEN
Miscellaneous Expenses..... OPEN

TOTAL..... \$1,787.37

Monies Received..... \$1,787.37

RESOLUTION AMOUNT..... \$1,787.37 ✓

APPROVED:

ABrownell 11/7/2011

Accounting
DB:lag

PREPARED BY:

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
1000	022.00	04.00	010.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2007

2008/09	856.38
2009/10	767.65

2010/11 PROPERTY TAXES PAID BY OWNER

TOTAL: 1624.03

B. INTEREST DUE	78.23
C. TOTAL	1702.26
D. 5% LINE C	85.11
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$1,787.37

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.

23-Sep-11



Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to
and including 03/21/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2007

1. Type of Legislation

Resolution X
Tax Map Number 1000-022.00-04.00-010.000

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)

<u>County</u>	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

11-8-11

72°20'15" T3 72°19'30" U3 72°18'45" V3 72°18'00"

LONG ISLAND SOUND

2007

1000-022.00-04.00-D10.000

Joins Map 50

45

41°08'00"

44

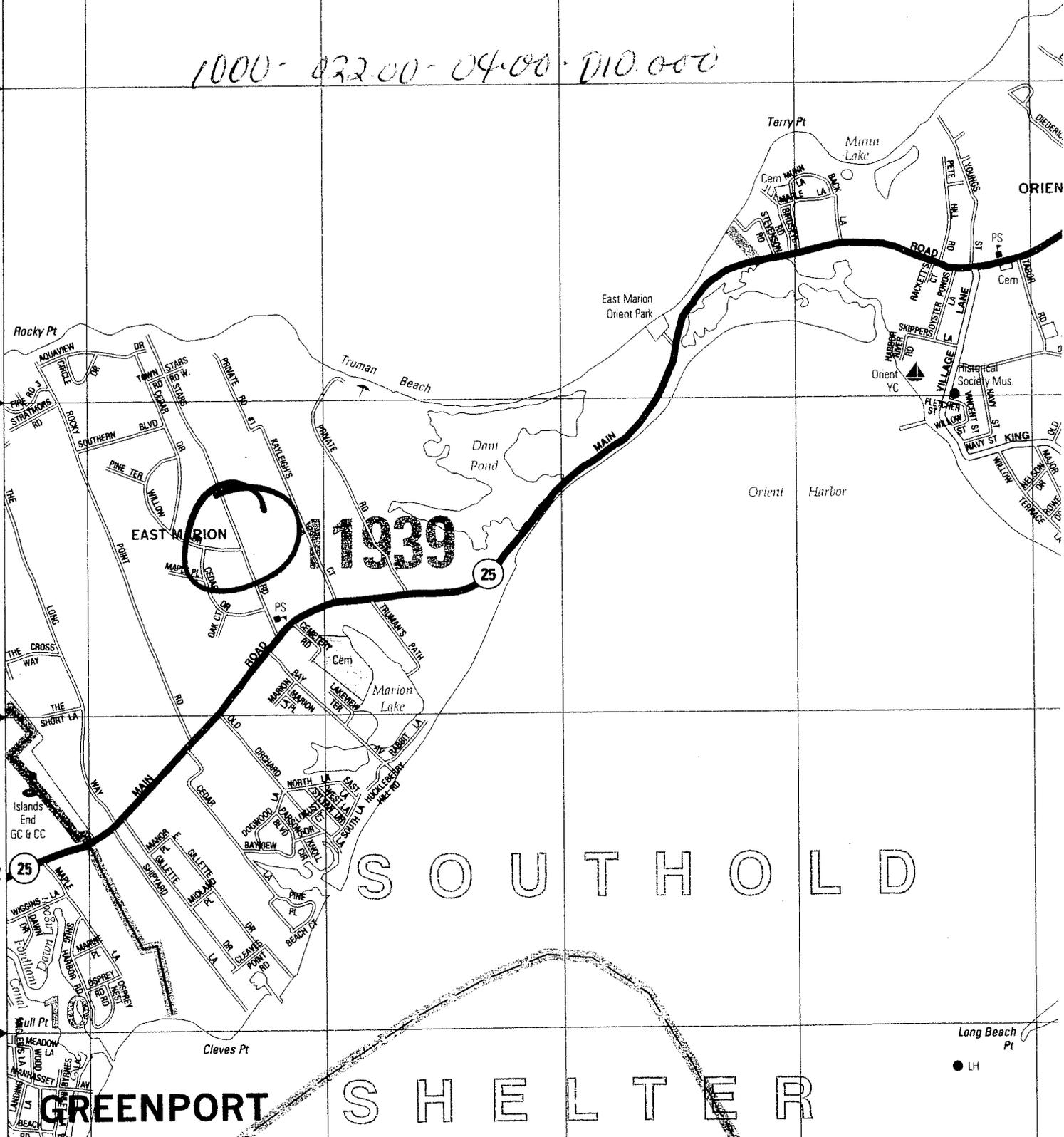
41°08'15"

43

41°07'30"

42

41°06'45"



ORIEN

Orient Harbor

SOUTHOLD

GREENPORT SHELTER

Long Beach Pt

LH

01-13-97
 04-01-97
 06-05-97
 06-19-97
 12-21-97
 01-15-98
 01-22-98
 04-21-98
 03-13-00
 05-25-00
 09-05-00
 11-09-00
 05-21-02
 07-06-03
 03-16-04
 06-03-04
 10-27-04
 06-29-05

N 336,400
 E 2,455,000

2007

LONG



LEGEND	Property or RR Line	Subdivision Lot No.	Block Limit	School District Line	Hydrant District Line	UNLESS DRAWN OTHERWISE, ALL ARE WITHIN THE FOLLOWING	
	Denotes Common Owner	Subdivision Block/Block No.	Block No.	Fire District Line	Refuse District Line		SCHOOL 2
	Subdivision Lot Line	Deed Dimension	County Line	Water District Line	Historical District Line		FIRE 28
	Stream / Shore	Scaled Dimension	Town Line	Light District Line	Ambulance District Line		LEHT 41
	Parcel No.	Deed Area	RR/POE Line	Park District Line	Wastewater District Line		PARK 65
	23	12.1 A(d) or 12.1 A(c)		Sewer District Line	AMBULANCE 65	SEWER 1 HYDRANT 1 WATER 1 REFUSE 1 WASTEWATER 1 MOSQUITO 1	

1000-032-00-04.00-010 000

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

2007

PAMELA J. GREENE
DIVISION DIRECTOR

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

BRIAN CULHANE
COMMISSIONER

November 9, 2011

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

Re: Tax Map No. 1000-022.00-04.00-010.000
BILL THEOHARIS, ANTHONY THEOHARIS AND ANNA ARABOS

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)
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. 2008-11 Laid on Table 11/22/11

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
**PETER JAMES PITSIOKOS N/K/A PETER J. LEE,
THEODORE STEUART PITSIOKOS AND
GEORGE CHRISTOPHER PITSIOKOS
0600-114.00-01.00-042.000**

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 114.00, Block 01.00, Lot 042.000, and acquired by tax deed on May 17, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 18, 2011, in Liber 12660, at Page 331, and otherwise known and designated by the Town of Riverhead, as District 0600, Section 114.00, Block 01.00, Lot 042.000; 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 May 17, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 18, 2011 in Liber 12660 at Page 331.

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, PETER JAMES PITSIOKOS n/k/a PETER J. LEE, THEODORE STEUART PITSIOKOS and GEORGE CHRISTOPHER PITSIOKOS have made application of said above described parcel and PETER JAMES PITSIOKOS n/k/a PETER J. LEE, THEODORE STEUART PITSIOKOS and GEORGE CHRISTOPHER PITSIOKOS have paid the application fee and have paid \$5,830.39, 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 PETER JAMES PITSIOKOS n/k/a PETER J. LEE, THEODORE STEUART PITSIOKOS and GEORGE CHRISTOPHER PITSIOKOS, 888 North Quincy St., #1310, Arlington VA 22203, 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

2008

October 27, 2011

Tax Map No.: 0600-114.00-01.00-042.000

Name of Last Legal Fee Owner: PETER JAMES PITSIOKOS n/k/a PETER J. LEE, THEODORE
STEUART PITSIOKOS and GEORGE CHRISTOPHER PITSIOKOS

TREASURER'S COMPUTATION..... \$5,830.39
Taxes.....2010/2011..... INCLUDED
License/Storage Fee..... OPEN
Repairs..... OPEN
Miscellaneous Expenses..... OPEN

TOTAL..... \$5,830.39

Monies Received..... \$5,830.39

RESOLUTION AMOUNT..... \$5,830.39

APPROVED:

Karen A. Slater 10/27/11
Accounting
DB:lag

PREPARED BY:

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT

0600

SECTION

114.00

BLOCK

01.00

2008

LOT

042.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2008/09	1948.17
2009/10	1850.37
2010/11	1493.24

TOTAL: 5291.78

B. INTEREST DUE	260.97
C. TOTAL	5552.75
D. 5% LINE C	277.64
E. FEE	
F. MISC	
G. MISC	

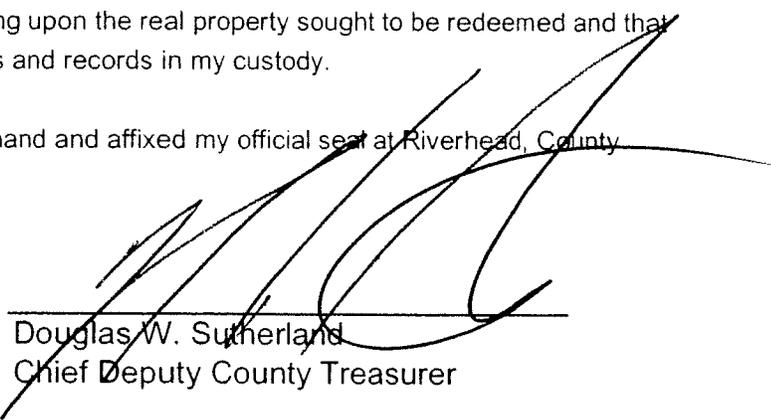
H. TOTAL DUE \$5,830.39

KB
10/27/11

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. 28-Sep-11



Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 03/26/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2008

1. Type of Legislation

Resolution X
Tax Map Number 0600-114.00-01.00-042.000

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)

- | | | |
|------------------|-----------------|------------------|
| <u>County</u> | 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

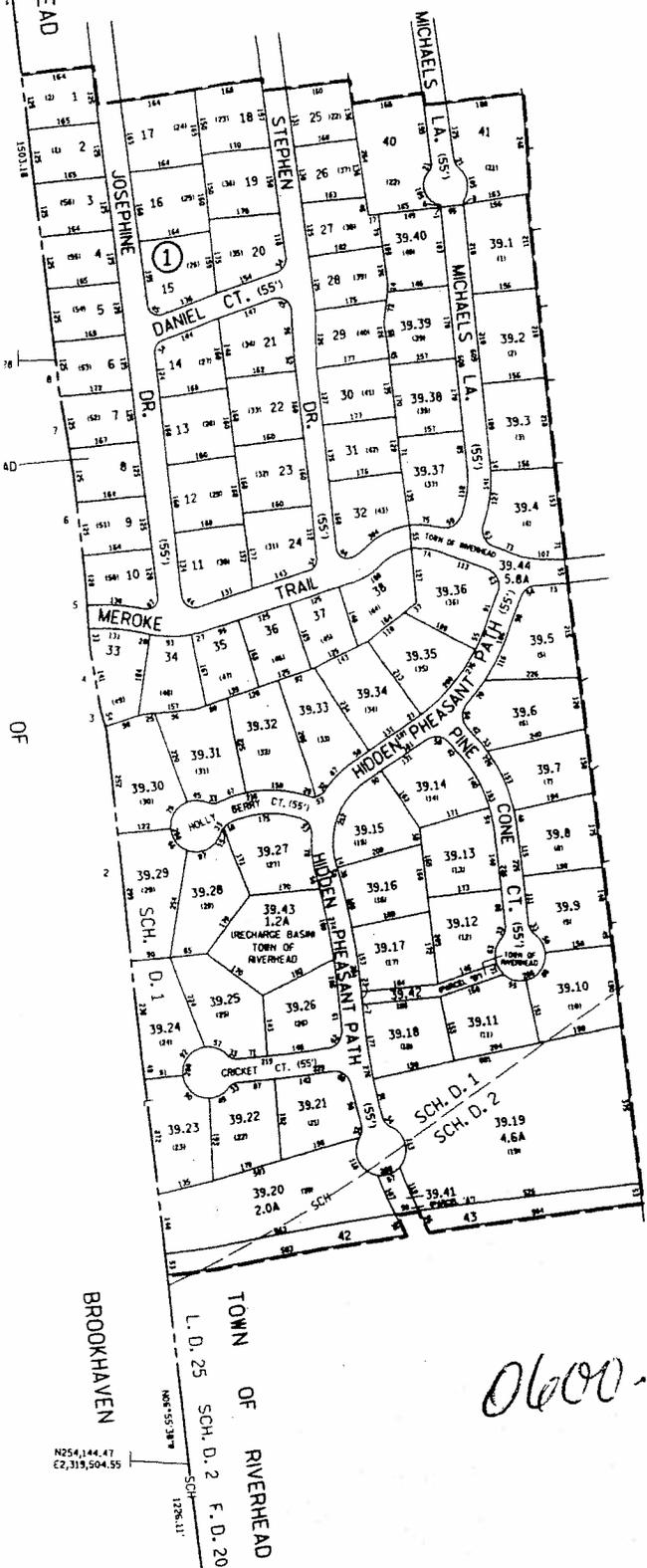
Diane Bishop

Diane Bishop 10/27/11

E. 2,322,500
N 257,900

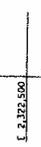


2008



0600-11400-01.00-042.000

E. 2,322,500
N 254,100



DRAWN	OTHERWISE	ALL	PROPERTIES
1,2	THE	FOLLOWING	DISTRICTS:
20		SEWER	
25		HYDRANT	
		WATER	
		REFUSE	
		WASTEWATER	

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

TOWN OF BROOKHAVEN	095 114	096 115	TOWN OF RIVERHEAD	SECTION 11
	134	135	VILLAGE OF	PROPERTY
			DISTRICT NO 0600	

CONVERSION DATE: Apr. 26, 1998

CS

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

2008

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

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

November 2, 2011

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

Re: Tax Map No. 0600-114.00-01.00-042.000
PETER JAMES PITSIOKOS n/k/a PETER J. LEE, THEODORE STEUART
PITSIOKOS and GEORGE CHRISTOPHER PITSIOKOS

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)
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

Introductory Resolution No. 2009-11 Laid on Table 11/22/11

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
JOHN MANNINO AND CATERINA MANNINO, HIS WIFE
0500-255.00-01.00-026.000

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 255.00, Block 01.00, Lot 026.000, and acquired by tax deed on September 22, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 23, 2010, in Liber 12638, at Page 405, and otherwise known and designated by the Town of Islip, East Half of Lot 55, on a certain map entitled "Oakdale Estates", filed in the office of the Clerk of Suffolk County on November 27, 1945 as Map No. 1458; 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 September 22, 2010, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 23, 2010 in Liber 12638 at Page 405.

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, JOHN MANNINO AND CATERINA MANNINO, HIS WIFE have made application of said above described parcel and JOHN MANNINO AND CATERINA MANNINO, HIS WIFE have paid the application fee and have paid \$86,854.22, 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 JOHN MANNINO AND CATERINA MANNINO, HIS WIFE, 740 Sycamore Avenue, Bohemia NY 11716, 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

2009

October 26, 2011

Tax Map No.: 0500-255.00-01.00-026.000

Name of Last Legal Fee Owner: JOHN MANNINO AND CATERINA MANNINO, HIS WIFE

TREASURER'S COMPUTATION..... \$86,854.22

Taxes.....2010/2011..... INCLUDED

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$86,854.22

Monies Received..... \$86,854.22

RESOLUTION AMOUNT..... \$86,854.22

APPROVED:

Karen A. Slater 10/31/11
Accounting
LS:lag

PREPARED BY:

Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT **SECTION** **BLOCK** **LOT**
0500 255.00 01.00 026.000

2009

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2004/05	59.99
2005/06	13969.38
2006/07	14607.54
2007/08	13963.97
2008/09	13141.10
2009/10	10328.42
2010/11	10624.85

TOTAL: 76695.25

B. INTEREST DUE	6023.06
C. TOTAL	82718.31
D. 5% LINE C	4135.92
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$86,854.22

01 Under 10/31/11

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-Sep-11



Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to
and including 03/14/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X
Tax Map Number 0500-255.00-01.00-026.000

2009

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

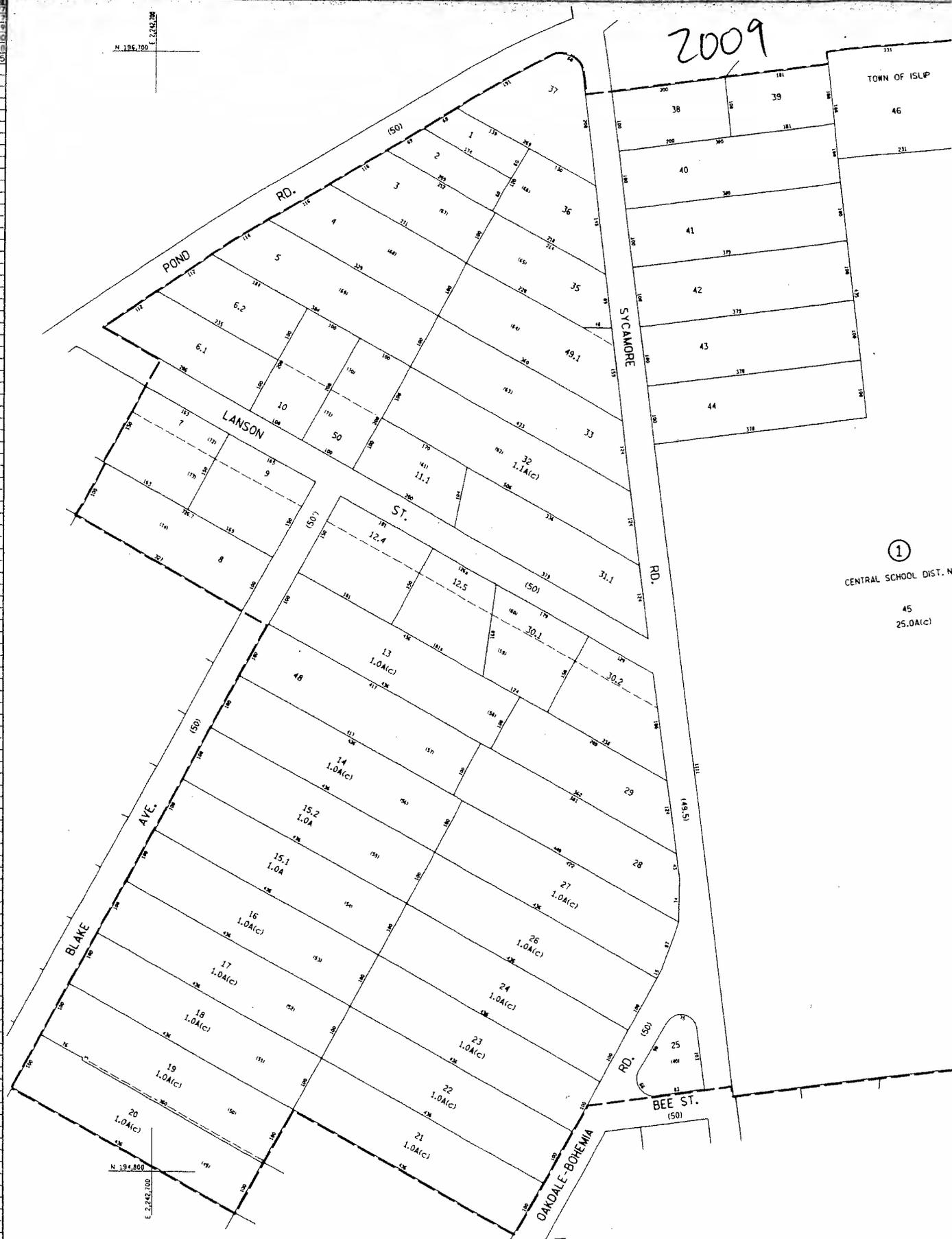
Lori Sklar

10/31/11

01-24-97
 06-04-97
 01-29-97
 03-26-00
 10-13-01
 09-09-05

N 186,700
 E 2,242,200

2009



①
 CENTRAL SCHOOL DIST. N
 45
 25.0A(c)

DZM/GML	Property or RR Line	-----	Subdivision Lot No.	112	Block Limit	-----	School District Line	--- SCH ---	Hydrant District Line	--- H ---	UNLESS DRAWN OTHERWISE, ALL ARE WITHIN THE FOLLOWING: SCHOOL 7 SEWER FIRE 3 HYDRANT LIGHT WATER PARK REFUSE AMBULANCE 1 WASTERATI
	Denotes Common Owner	----- Z -----	Subdivision Block/Block No.	(21)	Block No.	②	Fire District Line	--- F ---	Police District Line	--- R ---	
	Subdivision Lot Line	-----	Acres Dimension	62	County Line	-----	Water District Line	--- W ---	Historical District Line	--- HST ---	
	Stream / Shore	~~~~~	Scaled Dimension	62	Town Line	-----	Light District Line	--- L ---	Ambulance District Line	--- A ---	
	Parcel No.	23	Acres Area	12.1 A(d) or 12.1A	Village Line	-----	Park District Line	--- P ---	Roller District Line	--- RR ---	
			Conceded Area	12.1 A(c)			Sewer District Line	--- S ---			

Long Island
MacArthur Airport
(Municipal)

2009

11716

Bohemia
County Equestrian
Center
(Undeveloped)

Connetquot
River
State Park

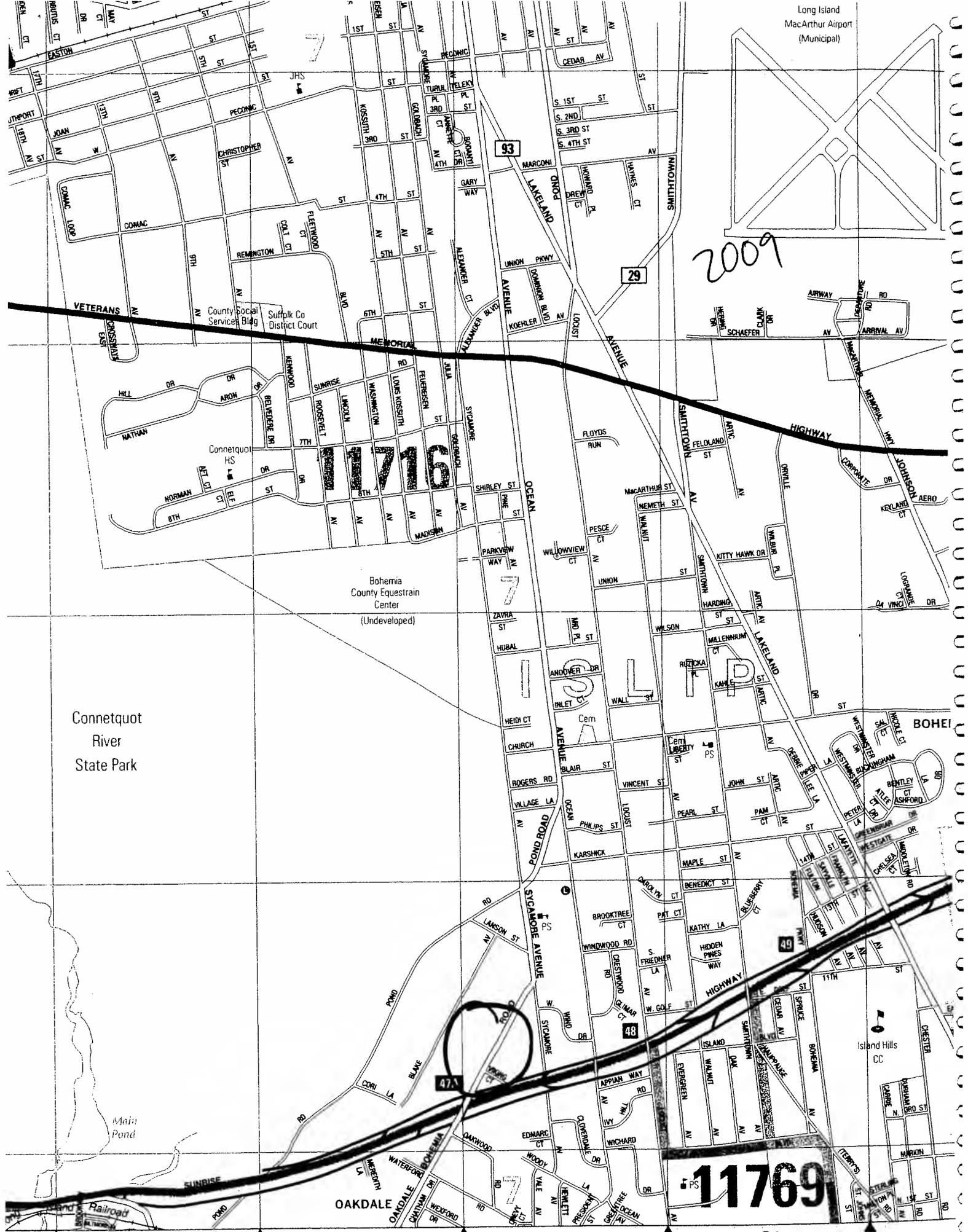
BOHEI

Main
Pond

Island Hills
CC

11769

73°09'00" D1 73°08'15" E1 73°07'30" F1 73°06'45" G1 73°06'00"



COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

2009

DEPARTMENT OF ENVIRONMENT AND ENERGY

DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

November 2, 2011

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

Re: Tax Map No. 0500-255.00-01.00-026.000
JOHN MANNINO AND CATERINA MANNINO, 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, 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)
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. 2010-11 Laid on Table 11(22)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
CHRISTOPHER HANSEN AND ROSEANNE HANSEN, HIS WIFE
0200-976.80-03.00-003.000 n/k/a 0209-015.00-03.00-003.000

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 976.80, Block 03.00, Lot 003.000 n/k/a District 0209, Section 015.00, Block 03.00, Lot 003.000, 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, Lot Nos. 700 to 704 inclusive in Block 17 on a certain map entitled "Map of Mastic Gardens" filed in the Office of the Clerk of County of Suffolk on December 29, 1927 as Map No. 190; 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, CHRISTOPHER HANSEN AND ROSEANNE HANSEN, HIS WIFE have made application of said above described parcel and CHRISTOPHER HANSEN AND ROSEANNE HANSEN, HIS WIFE have paid the application fee and have paid \$49,018.46, 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 CHRISTOPHER HANSEN AND ROSEANNE HANSEN, HIS WIFE, 35 South Bay Ave., Massapequa NY 11758, 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

2010

October 27, 2011

Tax Map No.: 0200-976.80-03.00-003.000 n/k/a 0209-015.00-03.00-003.000
Name of Last Legal Fee Owner: CHRISTOPHER HANSEN AND ROSEANNE HANSEN, HIS
WIFE

TREASURER'S COMPUTATION..... \$49,018.46

Taxes.....2010/2011..... INCLUDED

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$49,018.46

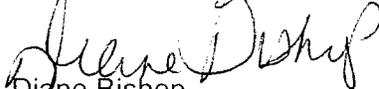
Monies Received..... \$49,018.46

RESOLUTION AMOUNT..... \$49,018.46

APPROVED:

Karen A. Slater 10/27/11
Accounting
DB:lag

PREPARED BY:


Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0200	976.80	03.00	003.000

2010

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2005/06	3499.22
2006/07	9108.60
2007/08	8808.06
2008/09	8326.68
2009/10	6481.58
2010/11	6876.68

TOTAL: 43100.82

B. INTEREST DUE	3583.43
C. TOTAL	46684.25
D. 5% LINE C	2334.21
E. FEE	
F. MISC	
G. MISC	

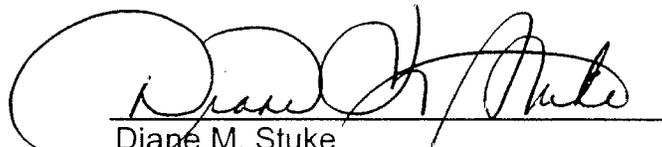
H. TOTAL DUE \$49,018.46

10/27/11

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. 25-Oct-11


Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to
and including 04/22/12

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2010

1. Type of Legislation

Resolution X

Tax Map Number 0200-976.80-03.00-003.000 n/k/a 0209-015.00-03.00-003.000

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

10/27/11



2010

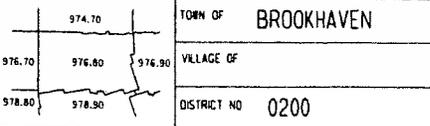
0200-976.80-03.00-005.000

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:
 100 200

KEY
 MAP



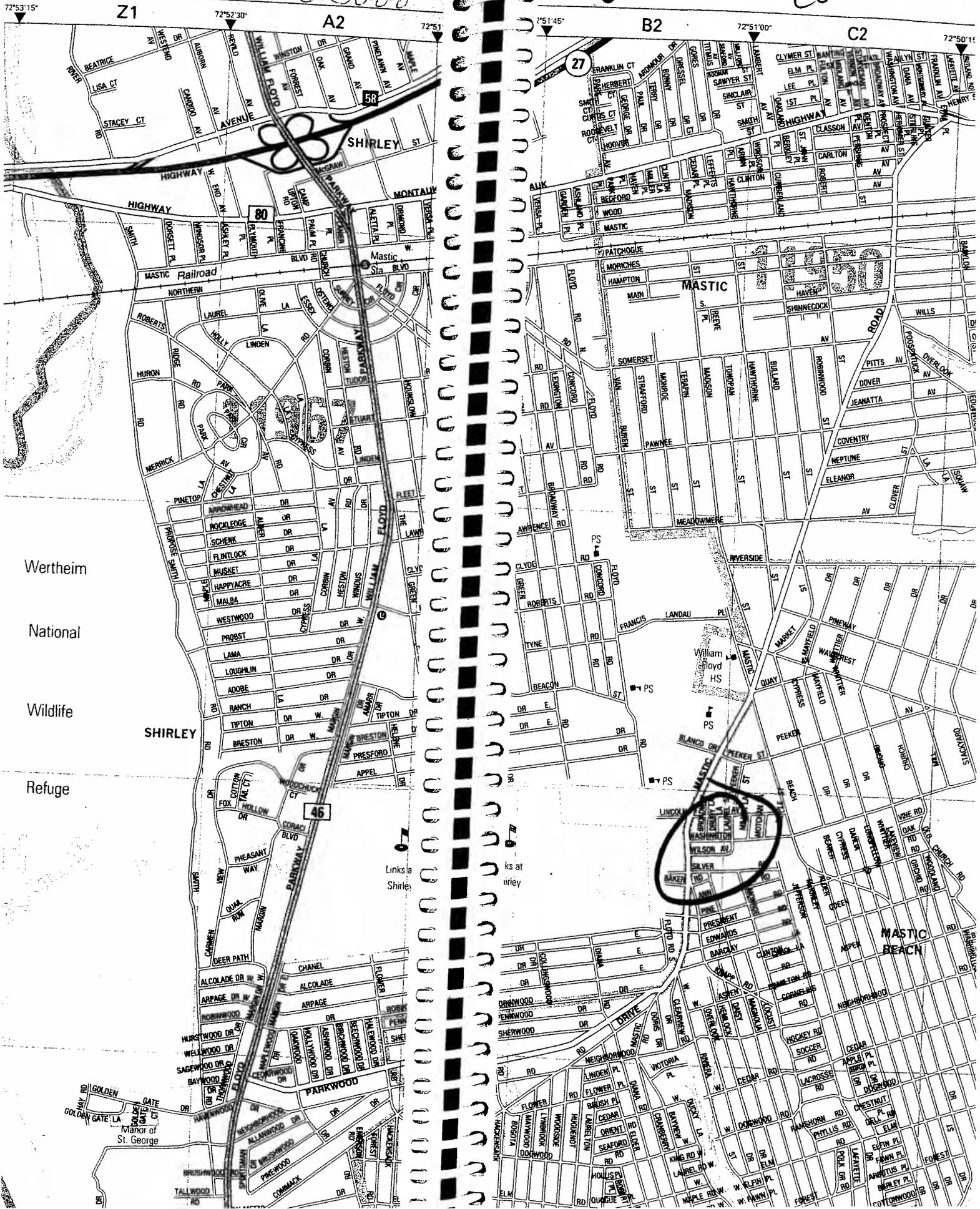
TOWN OF	BROOKHAVEN	SECTION NO
VILLAGE OF		976.80
DISTRICT NO	0200	PROPERTY MAP

2200-97680-03-00-003000



Quickly estimate distance:
Each grid box represents approximately
0.65 mi. horizontally by 0.66 mi. vertically.

2010



Wertheim
National
Wildlife
Refuge

SHIRLEY



MASTIC BEACH

COUNTY OF SUFFOLK

2010



STEVE LEVY
COUNTY EXECUTIVE

DEPARTMENT OF ENVIRONMENT AND ENERGY

DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

BRIAN CULHANE
COMMISSIONER

November 2, 2011

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

Re: Tax Map No. 0200-976.80-03.00-003.000 n/k/a 0209-015.00-03.00-003.000
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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

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Sarah Lansdale, Director, Planning Dept.
Lauretta Fischer, Chief Environmental Analyst, Planning Dept.
Alice Kubicsko, Inventory

53

2011

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

Laid on Table 11/22/11

RESOLUTION NO. -2011, DESIGNATING INDIVIDUAL AGENTS OF THE SUFFOLK COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AS VOLUNTEERS OF THE COUNTY OF SUFFOLK FOR THE PURPOSES OF INDEMNIFICATION

WHEREAS, the County of Suffolk may indemnify and hold harmless persons who serve the County as volunteers pursuant to Chapter 35 of the SUFFOLK COUNTY CODE; and

WHEREAS, the County of Suffolk has in past years enacted resolutions indemnifying the officers and agents of the Suffolk County Society for the Prevention of Cruelty to Animals ("SCSPCA") who enforce statutes that protect animals; and

WHEREAS, the County of Suffolk should extend indemnification protections to the SCSPCA in 2012; now, therefore be it

1st RESOLVED, that the individuals affiliated with the SCSPCA listed in Exhibit "A", attached hereto and made a part hereof, are hereby designated as volunteers on behalf of the County of Suffolk for the period beginning on the effective date of this resolution and ending December 31, 2012 for the purpose of affording them indemnification protections provided in Article IV of Chapter 35 of the SUFFOLK COUNTY CODE; and be it further

2nd RESOLVED, that the County of Suffolk will indemnify the individuals designated as volunteers herein against a judgment or settlement that exceeds the limits of any liability insurance policy purchased by the SCSPCA and in effect on the date of loss; and be it further

3rd RESOLVED, that the Risk Management and Benefits Division in the Department of Civil Service, Personnel and Human Resources is hereby authorized, empowered and directed to issue the appropriate Certificate of Indemnification to the SCSPCA, consistent with the terms of this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Exhibit "A"

Suffolk County Society for the Prevention of Cruelty to Animals

Michael A. Allen (Detective)	Jay Johanas (Detective)	Thomas Scaccia (Detective)
Donald A. Bambrick (Sergeant)	Herbert Kellner (Lieutenant)	Joseph S. Scalise (Officer)
Regina M. Benfante (Sergeant)	Emil Kochman (Detective)	Michael Schuler (Detective)
Thomas Cappetta (Detective)	Stephen Laton (Chief of Operations)	Frank T. Shaffer (Officer)
Thomas Coan (Detective)	Gerald Lauber (Chief of Detectives)	Catherine Spampinato (Officer)
Victor D'Airo (Detective)	Thomas G. Liguori (Detective)	John Spampinato (Detective)
Shawn A. Dunn (Detective)	Paul V. Llobell (Detective)	Craig Stadelman (Sergeant)
Raymond V. Galoppi (Lieutenant)	Domenic Mozzone (Detective)	Richard Steinhauser (Sergeant)
Lois Gross (Detective)	Michael Norkenun (Sergeant)	John Thompson (Lieutenant)
Roy Gross (Chief of Department)	Alex Parathyras (Sergeant)	