

L A I D O N T H E T A B L E D E C E M B E R 4 , 2 0 1 2

LADS REPORT PREPARED BY:

Michele Gerardi

2169. Appointing member of the Suffolk County Electrical Licensing Board (Donna M. Gathard). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, HOUSING & CONSUMER PROTECTION
2170. Accepting and appropriating a grant in the amount of \$4,200 from the New York State Governor's Traffic Safety Committee Grant (GTSC FFY2013) Buckle-Up NY Program with 100% support for Sheriff's Traffic Safety Initiative. (Co. Exec.) PUBLIC SAFETY
2171. Authorizing a License Agreement with the Long Island Live Steamers, Inc. at Southaven County Park, Yaphank. (Co. Exec.) PARKS & RECREATION
2172. Accepting and appropriating a grant in the amount of \$71,890 from the State of New York Governor's Traffic Safety Committee, to target speeding, aggressive and distracted driving, with 78.90% support. (Co. Exec.) PUBLIC SAFETY
2173. Accepting and appropriating a grant in the amount of \$50,050 from the State of New York Governor's Traffic Safety Committee, to enforce motor vehicle passenger restraint regulations with 78.90% support. (Co. Exec.) PUBLIC SAFETY
2174. Accepting and appropriating Federal funding in the amount of \$60,000 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) with 81.77% support. (Co. Exec.) PUBLIC SAFETY
2175. Accepting and appropriating Federal funding in the amount of \$15,000 from the Department of Homeland Security, United States Immigration and Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the ICE El Dorado Task Force with 78.89% support. (Co. Exec.) PUBLIC SAFETY
2176. Accepting and appropriating a grant in the amount of \$23,400 from the New York State Governor's Traffic Safety Committee Grant (GTSC FFY2013) Selective Traffic Enforcement Program (STEP) with 100% support for Sheriff's Traffic Safety Initiative. (Co. Exec.) PUBLIC SAFETY
2177. Accepting and appropriating a grant in the amount of \$12,000 from the New York State Governor's Traffic Safety Committee (GTSC FFY2013) Child Passenger Safety Program with 100% Support for Sheriff's Traffic Safety Initiative. (Co. Exec.) PUBLIC SAFETY
2178. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 908-2012). (Co. Exec.) BUDGET AND FINANCE

2179. Accepting and appropriating \$175,104 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.) HUMAN SERVICES
2180. Permitting the Incorporated Village of Westhampton Beach to purchase fuel from the County. (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION
2181. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Robert I. Toussie (SCTM No. 0200-167.00-03.00-020.000). (Co. Exec.) WAYS & MEANS
2182. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Lawrence C. Schulz, Jr. (SCTM No. 0209-030.00-02.00-022.000). (Co. Exec.) WAYS & MEANS
2183. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Angel Medrano and Elizabeth Medrano, his wife (SCTM No. 0100-058.00-01.00-037.000). (Co. Exec.) WAYS & MEANS
2184. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Southampton for affordable housing purpose (SCTM No. 0900-144.00-01.00-004.000). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, HOUSING & CONSUMER PROTECTION
2185. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Myron A. Hauptman and Ralph Delea, Trustees (SCTM No. 0200-188.00-03.00-029.000). (Co. Exec.) WAYS & MEANS
2186. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Myron A. Hauptman and Ralph Delea, Trustees (SCTM No. 0200-167.00-04.00-025.000). (Co. Exec.) WAYS & MEANS
2187. Amending the Suffolk County Classification and Salary Plan in connection with a new position title in the Department of Health Services: Special Education Services Provider. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, HOUSING & CONSUMER PROTECTION
2188. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Barrett's Cool Spot Beverage, Inc. (SCTM No. 0100-189.00-03.00-003.001). (Co. Exec.) WAYS & MEANS
2189. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Helen M. Cerabino (SCTM No. 0500-318.00-03.00-010.001). (Co. Exec.) WAYS & MEANS
2190. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Jane E. Meisse (SCTM No. 0400-140.00-01.00-042.000). (Co. Exec.) WAYS & MEANS
2191. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joseph Gravino (SCTM No. 0100-192.00-02.00-033.000). (Co. Exec.) WAYS & MEANS

2192. Studying efficiencies during sewer infrastructure improvements or expansion. (Horsley) PUBLIC WORKS AND TRANSPORTATION
2193. Appropriating funds in connection with improvements to the Suffolk County Farm (CP 1796). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION
2194. Appropriating funds in connection with building for Wildlife Rescue and Education, Marine Science (CP 1766). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION
2195. Appropriating funds in connection with Fuel Management/Preventive Maintenance and Parts Inventory Control System (CP 1616). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION
2196. Appropriating funds and accepting Federal Aid (80%), State Aid (10%), and Serial Bonds (10%) for the purchase of new fareboxes for the Suffolk County Transit Bus System (CP 5648). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION
2197. Appropriating funds and accepting Federal Aid (80%), State Aid (10%), and Serial Bonds (10%) for the purchase and installation of bus shelters (CP 5651). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION
2198. Appropriating funds in connection with renovations at Historic Blydenburgh Park (CP 7507). (Kennedy) PARKS & RECREATION

2169
Intro. Res. No. -2012
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 12/4/12

**RESOLUTION NO. -2012, APPOINTING MEMBER OF THE
SUFFOLK COUNTY ELECTRICAL LICENSING BOARD (DONNA M.
GATHARD)**

WHEREAS, Donna M. Gathard is well qualified to perform the duties of Member of the Suffolk County Electrical Licensing Board; and

WHEREAS, pursuant to §563-130 of the Suffolk County Code members of the Suffolk County Electrical Licensing Board are appointed by the County Executive, subject to legislative approval; and

WHEREAS, County Executive Bellone has nominated Donna M. Gathard to serve as a member of the Electrical Licensing Board; now, therefore be it

1st RESOLVED, that the appointment of Donna M. Gathard, currently residing in the Town of Smithtown, as a member of the Suffolk County Electrical Licensing Board is hereby approved effective March 27, 2012, with her term of office to expire on March 26, 2015; and be it further

2nd RESOLVED, that this Legislature, being the State Environment Quality review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to section 617.5 (c)(20) (21) and 27 of the NEW YORK CODE OF RULES AND REGULATIONS (NYCRR) and within the meaning of section 8-0109(2) of the New York Environmental Law as a promulgation of regulations, rule, 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:

2169



**LONG ISLAND CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION**

INCORPORATED ★ 200 PARKWAY DRIVE SOUTH, SUITE 101
HAUPPAUGE, NEW YORK 11788 ★ TEL: 631-291-9732 ★ FAX: 631-291-9757
E-MAIL: ROYRICHEY@LINECA.ORG ★ WEB: LINECA.ORG

March 14, 2012

Rich:

As discussed, enclosed is a copy of the information sent to County Executive Bellone regarding the request for Donna Gathard to be appointed to the Suffolk County Electrical Licensing Board.

Any questions, just give me a call.

Thanks.

Charles Gardner
Director, Government Affairs

2169



**LONG ISLAND CHAPTER
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March 14, 2012

Suffolk County Executive Steve Bellone
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Dear County Executive Bellone:

This is a letter of recommendation to fill the vacancy on the Suffolk County Electrical Licensing Board created by the resignation of Lynn Blasso from that Board. As you know, the Electrical Licensing Board exists to assist the Commissioner of Consumer Affairs in the administration and regulation of licensed electricians working throughout Suffolk County.

Donna Gathard was honored in 2008 as one of the "Top 50 Most Influential Women in Business" by the Long Island Business News. (See attached for details) Her resume clearly outlines her wealth of experience in the electrical contracting field. She is a resident of and is licensed by Suffolk County.

By law, contractors must adhere to all state and local building codes. They must also conform to the New York State General Business laws regarding contracts between consumers and contractors. Experience in advertising, sales, contract writing and dispute resolution are just as important as experience in actual electrical work. Licensed electrical contractors and their representatives meet with their customers and work with them as they proceed on a contracted job. They need to be able to follow all of the laws covering their trade and be able to interact with their customers as disputes arise. Donna Gathard, with her many years of experience in these areas, would be a strong addition to the Board. She would add her considerable knowledge to all discussions concerning Board matters and would ably assist the Commissioner in the smooth, effective administration of the licensing and complaint resolution responsibilities of the Department of Consumer Affairs.

We encourage you to appoint Donna Gathard to the Suffolk County Electrical Licensing Board. Thank you for your consideration and if you have any questions or wish to discuss this further, please contact me at 631-291-9732.

Sincerely,

Charles Gardner
Director, Government Affairs

Donna Gathard, President

All Service Electric, Inc.

Small Business Award for Excellence



Donna Gathard, President of All Service Electric, is a New York State Certified Women's Business owner. All Service Electric is proud to be a member of Local Union # 25 IREW and serves businesses, school districts, and municipalities throughout Long Island, from Great Neck to Montauk. Donna has transformed the company from a traditional residential and commercial business, to a leader in numerous high profile projects, such as installation of the generator and power supply interface for the Nassau County 911 system. At the time of completion, the 9/11 tragedy occurred requiring an immediate emergency startup of the system while the Country was responding to the threat of being attacked.

Under Donna's leadership, All Service Electric has been a winning electrical contractor in other major construction projects, including the newly developed correctional facility in Suffolk County and the installation of New York State's largest compressed natural gas station in Hauppauge. Donna works closely with her partner Joe and his wife MaryEllen. In addition to servicing many private and public sector clients, together they have developed business relationships with many leading Long Island businesses such as Computer Associates, Marriott Hotels and New York Institute of Technology.

All Service Electric prides itself in helping companies achieve Energy Efficient Lighting, Emergency Back-Up Generators, and installation of state-of-the-art uninterrupted power supply systems for back up data centers, fire alarm systems, and closed circuit security systems.

Donna continues to develop her own knowledge and shares her experience by being an active member of the National Electrical Contractors Association and the Association for Facility Engineers. She is presently serving as President of the National Association of Women Business Owners.

Among her many recognition awards, Donna is very proud of being honored by Nassau County Executive, Tom Suozzi, and his Office of Minority Affairs, receiving the "2007 Minority and Women's Business Trail Blazer Award." Long Island Business News in 2008 named her as one of the "Top 50 Most Influential Women" on Long Island and "2008 Business Person of the Year." Donna resides in Smithtown, New York with her husband Peter and their daughter Andriana Rose.

Suffolk County Excellence 2009

Community Service Award for Excellence

Donna Gathard, President

All Service Electric, Inc.

Small Business Award for Excellence

with

Hands of Excellence

For Their Leadership in the

Long Island Community

Friday, March 20, 2009

Flowerfield

St. James, New York

Sponsored by

Suffolk

COMMUNITY SERVICE FOUNDATION, INC.

DONNA GATHARD

ALL SERVICE ELECTRIC INC.

Donna Gathard is President of All Service Electric, a New York State certified

woman-owned business serving businesses, school districts and municipalities throughout Long Island. She joined the business in 1989 and has proven herself a true leader in the construction industry.

She is well known and respected among her peers, along with the vendors and clients of All Service Electric. Taking the company from a residential and commercial business, she has further served All Service Electric as a leader in high profile, multi-million dollar projects in Nassau and Suffolk counties, such as providing a new generator for the Nassau County 911 system, which during the final stages of work, performed an immediate task to energize the system on September 11th. She accepted the assignment of installing a new fire alarm system at the Nassau County Museum of Art in Roslyn and All Service took on the task of building a replica of the tent at Riker's Island jail to enable Suffolk County to house more than 100 inmates in Yaphank. All Service further distinguished itself by installing New York State's largest compressed natural gas station in Hauppauge.

Donna has also developed relationships with some of Long Island's leading companies and institutions like Computer Associates, New York Institute of Technology and the Metropolitan Transportation Authority. She is the recipient of the 2007 Minority and Women's Business Enterprise Trail Blazer Award, presented to her by Nassau County Executive Thomas Suozzi and the Nassau County Office of Minority Affairs. She has been recognized by the International Brotherhood of Electrical Workers Local Union #25 for partnering with labor and management.

She is president-elect of the National Association of Women Business Owners, Long Island Chapter and is a member of the National Electrical Contractors Association Facilities Engineering Association. Donna is also a supporter of Make A Wish Foundation, Habitat for Humanity, Women Build and Suffolk County Community College.

A resident of Smithtown, a wife and mother of a four year old daughter, Donna strives to be a role model for all women, believing you can achieve goals and reach new dimensions that you aspire to with hard work and perseverance.

2169

DONNA M. GATHARD
President
ALL SERVICE ELECTRIC INC.

Electrical Contractors - A Woman Owned & Operated Enterprise
Smithtown, New York 11787

Phone: (

PROFILE

Extensive experience, with an excellent work record, in the hands-on management and development of an electrical contracting business has provided me with highly effective skills in evaluating, organizing and communicating for optimum results in this field. Proven ability to consistently ensure the most productive, cost-efficient, and highest quality solutions to business requirements, while meeting specifications, regulatory factors, and deadlines, highlight my professional qualities.

EXPERIENCE HIGHLIGHTS

- Effectively estimate, negotiate, bid, sell, and manage a diversified range of electrical contracting projects-take jobs from initial sale to completion and total customer/contractor satisfaction...
- Bring projects in on-time and within budget...
- Projects have included new and renovation commercial and industrial work on multimillion dollar jobs:

REPRESENTATIVE PROJECTS

- \$2,000,000.00 Electrical Contract on: Nassau County Data Center, Bethpage, NY
- \$ 707,000.00 Electrical Contract on: Suffolk County Department of Public Works Cornell Cooperative Extension, Riverhead, NY / \$14 million project.
- \$642,000.00 Electrical Contract on: North Patchogue Fire Department, Patchogue, NY
- \$6.4 million project.
- \$2,010,500.00 Electrical Contract on: Suffolk County Department of Public Works Riverhead Jail, Riverhead, NY
- \$502,121.00 Electrical Contract on: New York Sports Club, Syosset & Huntington, NY
- \$750,000.00 Electrical Contract on: Prismatic Development Corp. Mineola Railroad
- \$396,000.00 Electrical Contract on: Southern Wines, Syosset, NY

- ❖ Accurately interpret plans/blueprints - work closely with architects, engineers, and regulatory agencies...
- ❖ Keep knowledgeable of all electrical codes and regulatory factors...
- ❖ Efficiently source, negotiate, and purchase all electrical materials, equipment, and services; control inventories and budget requirements - manages all accounts payable/receivable, payroll, expenses...
- ❖ Hire, schedule, supervise, and coordinate labor personnel...
- ❖ Communicate directly with customer clientele - precisely evaluate work and customer requirements-generate excellent customer relations to produce new and repeat business...
- ❖ Quickly identify, define, and solve project and customer problems.

AFFILIATIONS: National Association of Women Business Owners
Professional Women in Construction
IBEW Local 25; NECA; IAEI

2169

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. -2012, APPOINTING MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD (DONNA M. GATHARD)		
3. Purpose of Proposed Legislation SAME AS 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 4 is "yes", Provide Detailed Explanation of Impact THE MEMBER HAS BEEN APPOINTED TO A THREE YEAR TERM. PURSUANT TO SECTION 563-130 OF THE SUFFOLK COUNTY CODE, "EACH MEMBER OF AN OCCUPATIONAL LICENSING BOARD SHALL BE COMPENSATED NOT LESS THAN \$100 FOR EACH OFFICIAL MEETING THEREOF ATTENDED...BUT NOT MORE THAN \$1,500 IN ANY CALENDAR YEAR."		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. MEMBER HAS BEEN APPOINTED TO A THREE YEAR TERM. THE APPROXIMATE COST IS \$4,500.		
8. Proposed Source of Funding 2012 OPERATING BUDGET		
9. Timing of Impact - UPON ADOPTION, EFFECTIVE AS OF MARCH 27, 2012		
10. Typed Name & Title of Preparer Colleen Capece Accountant	11. Signature of Preparer 	12. Date: 11/15/12

**FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

2169

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 FEV TAX RATE PER \$1000
TOTAL	\$1,500	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 FEV TAX RATE PER \$1000
TOTAL	\$1,500	\$0.00	\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Intro. Res. No. ²¹⁷⁰ -2012 Laid on Table 12/4/12
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2012, ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF \$4,200 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE GRANT (GTSC FFY2013) BUCKLE-UP NY PROGRAM WITH 100% SUPPORT FOR SHERIFF'S TRAFFIC SAFETY INITIATIVE

WHEREAS, THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE has made \$4,200 in funds available to Suffolk County for the (GTSC FFY2013) Buckle-Up NY program to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, this program provides high visibility enforcement, public information and education, designed to save lives and reduce the severity of injuries by increasing seatbelt use; and

WHEREAS, the operational period of the program is from October 1, 2012 through September 30, 2013; and

WHEREAS, said grant funds have not been included in the 2012 and 2013 Suffolk County Operating Budgets; now, therefore, be it

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 further

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 \$4,200 as follows:

REVENUE: Amount \$4,200
001-4392-Federal Aid: Sheriff- Traffic Safety Initiative

ORGANIZATIONS:

Suffolk County Sheriff's Office
Sheriff Traffic Safety Initiative
Buckle Up New York 2012
001-SHF-3681

<u>1000-Personal Services</u>	<u>\$4,200</u>
1120-Overtime Salaries	\$4,200

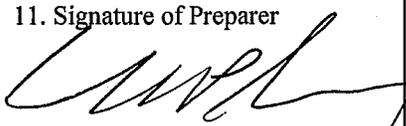
DATED:

APPROVED BY:

County Executive of Suffolk County

2170

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law		
2. Title of Proposed Legislation – Accepting and appropriating a grant in the amount of \$4,200 from the New York State Governor’s Traffic Safety Committee Grant (GTSC FFY 2013) Buckle-Up NY Program with 100% Support For Sheriff’s Traffic Safety Initiative.		
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)		
<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 20px; display: inline-block; margin: 2px;"></div> 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 Sheriff’s Office FY 2013 Operating Budget will be modified to reflect an increase of \$4,200 in appropriation 001-SHF-3681 – 1000-Personal Services, 1120-Overtime Salaries.		
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 2013) Buckle-Up NY Program with 100% support.		
9. Timing of Impact - FY2012 - FY 2013		
10. Typed Name & Title of Preparer Michael P. Sharkey Chief of Staff	11. Signature of Preparer 	12. Date: 10/25/2012

RMS

11-15-12

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

2170

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, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.



ANDREW M. CUOMO
Governor

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



BARBARA J. FIALA
Chair

October 19, 2012

Investigator Lieutenant Anthony Paparatto
Suffolk County Sheriff's Office
100 Center Drive
Riverhead, New York 11901-3389

Re: BUNY-2013-Suffolk Co SO -00002-(052)
"BUCKLE UP NEW YORK!"
EFFECTIVE DATE: October 1, 2012

Dear Lieutenant Paparatto:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Suffolk County has been awarded \$4,200 to participate in the statewide "BUCKLE UP NEW YORK!" campaign. Our goal is to increase seat belt usage in an effort to reduce serious injury or death from traffic crashes. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller. Please review your approved budget as it may have been changed from the requested amount.

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 this very important statewide 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: Jacob Gross
Evelyn Creen

COUNTY OF SUFFOLK



2170

OFFICE OF THE SHERIFF

VINCENT F. DEMARCO
SHERIFF

To: Jon Schneider, Deputy County Executive

From: Michael P. Sharkey, Chief of Staff

Date: 10/25/2012

Re: N.Y.S. Governor's Traffic Safety Committee Grant with 100% Support

As you are aware, the Governor's Traffic Safety Committee has made \$4,200 in funds available to Suffolk County for the Buckle-up New York Program with 100% support for the Sheriff's Traffic Safety Initiative. This program provides high visibility enforcement, public information and education designed to save lives and reduce the severity of injuries by increasing seatbelt use. The operational period is from October 1, 2012 through September 30, 2013.

An e-mail version of the resolution was sent to CE RESO REVIEW, saved under the title "Reso-Sheriff - Grant for Buckle-Up NY Program".

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: Regina Calcaterra, Chief Deputy County Executive

Att.

2171

Intro. Res. No. -2012

Laid on Table 12/4/2012

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2012, AUTHORIZING A LICENSE AGREEMENT WITH THE LONG ISLAND LIVE STEAMERS, INC. AT SOUTHAVEN COUNTY PARK, YAPHANK

WHEREAS, the Long Island Live Steamers, Inc., a large scale model train club, is a not-for-profit corporation founded in 1966 to promote the fine art of precision model making, especially as applied to steam machinery; and

WHEREAS, the Long Island Live Steamers have operated a large scale model train and track system at Southaven County Park since approximately 1968 which has been a unique, rewarding and educational attraction at the Park for patrons of all ages; and

WHEREAS, in 2001, the Long Island Live Steamers and the County entered into a license agreement to promote the art of precision model train making, including offering train rides to the general public, at no cost to the County, in a designated area of Southaven County Park; and

WHEREAS, the Department of Parks, Recreation and Conservation has determined that the previous agreement has been sufficiently performed and desires to continue to allow Long Island Live Steamers to offer train rides to the general public in Southaven County Park; and

WHEREAS, the Long Island Live Steamers would like to enter into a license agreement for a term of ten (10) years with two (2) optional terms of an additional five (5) years each with the County of Suffolk to continue offering train rides in a designated area of Southaven County Park; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, and Chapter 279 of the Suffolk County Code, hereby determines that this Resolution constitutes a Type II action pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(20), (26) and (27), since it deals with agency administration and management, and renewal of a license agreement, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that the Suffolk County Department of Parks, Recreation, Conservation is hereby authorized, empowered, and directed, pursuant to Section 28-4(D) of the SUFFOLK COUNTY CHARTER, to enter into a License Agreement for a term of ten (10) years with two (2) optional terms of an additional five (5) years each with the Long Island Live Steamers, Inc. to continue offering train rides in a designated area of Southaven County Park in Yaphank and, in doing so, sharing the history, knowledge, experience, and enjoyment of steam machinery and railroads with the general public.

DATED:

License Agreement

This License Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Parks, Recreation, and Conservation ("Department") located at Montauk Highway, West Sayville, New York 11796 and its mailing address at P.O. Box 144, West Sayville, New York 11796; and

The Long Island Live Steamers, Inc. ("Licensee"), a New York not-for-profit corporation having its principal place of business at 520 Long Beach Road, St. James, New York 11780.

The parties hereto desire to continue their ongoing relationship and enter into a License Agreement for the purpose of sharing the history, knowledge, experience, and enjoyment of steam machinery and railroads by means of offering train rides to the general public in a designated area at Southaven County Park, Yaphank, New York as set forth herein.

Term of License Agreement:

Shall be from January 1, 2011 through December 31, 2020, with two (2), five-year option periods to renew the License Agreement, from January 1, 2021 through December 31, 2025, and January 1, 2026 through December 31, 2030, at the sole discretion of the Commissioner of the Department ("Commissioner").

Total Cost of License Agreement:

Revenue to County

Terms and Conditions:

Shall be as set forth in Exhibits "A" through "H" attached hereto.

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

Long Island Live Steamers, Inc.

By: Thomas Dunn
Thomas Dunn
President

Date: 8/19/12

Approved as to Legality;
Dennis M. Cohen
Suffolk County Attorney

By: Marisa G. Marletti-Schifano
Marisa G. Marletti-Schifano
Assistant County Attorney

Date: _____

County of Suffolk

By: Regina M. Calcaterra
Regina M. Calcaterra
Chief Deputy County Executive

Date: _____

Approved:
Suffolk County Department of
Parks, Recreation & Conservation

By: Greg Dawson
Greg Dawson
Commissioner

Date: _____



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List of Exhibits

Exhibit A

General Terms and Conditions

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31. Cooperation on Claims
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37. Copyrights and Patents
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40. All Rights Reserved

Term: 1/1/11-12/31/2020; 2-5 yr. options

Rev. 8/1/12

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Exhibit F

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Exhibit G

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Exhibit H

Long Island Live Steamers Operations and Safety Manual

Exhibit A
General Terms and Conditions

Whereas, the County, acting by and through the Department, owns, operates and maintains a park system within the County of Suffolk and in connection with such ownership, operation and maintenance, the Commissioner of the Department ("Commissioner") supervises and manages the facilities as necessary, desirable and convenient for the use of the public for healthful recreation; and

Whereas, since 2001, pursuant to an agreement with the County, the Licensee, with its own staff and volunteers, has utilized a designated area within Southaven County Park, located in Yaphank, New York, to promote the art of precision model train making, especially as applied to steam machinery, and has offered train rides to the general public; and

Whereas, the Department and the Licensee wish to enter into this Agreement to continue these valuable services and activities to the general public at the Licensed Premises; and

Whereas, the Suffolk County Legislature, by Resolution Nos. 841-2000 and ____-2012 has authorized the Department to enter into a license agreement with the Licensee;

Now, Therefore, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto, as follows:

1. License

- a. The County grants to the Licensee, and the Licensee accepts from the County, a non-exclusive, non-transferable license ("License") to promote the science of steam operated equipment through exhibits and a scale model railroad track and for the purpose of offering rides to the general public within a designated area of Southaven County Park located in Yaphank, NY (the "Licensed Premises") subject to the terms and conditions as set forth in Exhibits A through H herein. The Licensee agrees to perform all of its obligations in accordance with the terms and conditions of this Agreement. The Licensee shall provide services "Services" as more particularly described in Exhibit D, entitled "Description of Services".
- b. The "Licensed Premises" as depicted in the site map included in Exhibit G, is bordered on the north by the access road to the stables of Southaven County Park, the south and east by a fire road, and on the west by Gerard Avenue, and shall include the food service and merchandise facility ("Food Service/Souvenir and Merchandise Facility"), ticket booth, metal railroad car storage container, maintenance shop, compressor shed, two car storage containers, pump house shed, round house facility, signal/switch tower and loader storage building and parking lot located within the perimeter therein. The Licensed Premises shall also include all mechanical systems, furniture, fixtures and articles of personal property now attached or appurtenant to and used in connection with the above structures, and all shrubbery, trees, plantings, grounds, and landscaping materials.

- c. The Licensee understands and agrees that this Agreement is for the express purpose of the Licensee fostering an appreciation of the art and tradition of precision model train making and providing train rides to the public at the Licensed Premises.
- d. The Licensee understands and agrees that this Agreement is of limited scope and duration and the Licensee understands and agrees to conduct and use the Licensed Premises for no purposes other than as herein stated. Any service or activity not described in this Agreement must be approved in advance, in writing, by the Commissioner.
- e. The Licensee shall comply with all applicable Federal, State, County and local laws, rules, regulations, codes, ordinances and requirements in effect on the date of execution of this Agreement and as may be adopted or amended from time to time.
- f. The Licensee shall not interfere with any other licensees of the Department or any employee of any other licensee.
- g. The Licensee shall comply with all applicable laws and regulations governing employee compensation and workplace safety. As applicable, the Licensee shall require contractors and subcontractors to comply with New York State Prevailing Wage Rate Laws and/or Suffolk County Living Wage Laws.
- h. **Qualifications, Licenses, and Professional Standards**

- i. **Qualifications**

The Licensee specifically represents and warrants that it has and shall continuously possess, and that, its employees, agents, and subcontractors have and shall continuously possess, the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they perform. Additionally, the Licensee has and shall continuously have, and its employees, agents, and subcontractors have and shall continuously have, all required authorization(s), certificate(s), certification(s), registration(s), license(s), permit(s), and other approval(s) required by the Federal, State, County, or local authorities for the services provided in accordance with this Agreement.

- ii. **Notifications**

The Licensee shall immediately notify the Department in writing of any disciplinary proceedings commenced or pending against the holder of any license required by the above qualifications by the Federal, State, County, or other local authorities, including, but not limited to, the New York State Department of Education or the New York State Department of Health. In the event that the Licensee or such other holder of a license required by the above qualifications is no longer licensed for any one or more of the Services,

the Licensee must immediately so notify the Department, but in no event should such notification be given more than 5 days after the license holder has lost his/her/its license. The Licensee shall not be reimbursed for any Services rendered after the effective date of termination of such license. The remainder of this Agreement, if any, or its application to persons or circumstances other than those as to which said license has been terminated, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

iii. Documentation of Professional Standards

The Licensee shall maintain on file in one location in Suffolk County, the address to be provided by Licensee to the Department, all records that demonstrate that it, and its employees, agents, and subcontractors, have complied with sub-paragraphs i. and ii. above. Such documentation shall be kept, maintained, and available for audit and inspection by the County upon 24 hours notice.

iv. Submission of Employee Listing

The Licensee shall forward to the Department annually, on or before July 1 of each year during the term of this Agreement, a complete list of its employees, agents and subcontractors providing Services, including names and areas of certification.

2. Term and Termination of Agreement

a. Term

This Agreement shall cover the period provided on the first page hereof, unless sooner terminated as provided herein.

b. Option Periods

It is agreed by the parties hereto that it is at the sole discretion of the Commissioner, acting in the best interests of the County, to grant permission to exercise option periods (if any) to extend the Agreement. Frequent failure to comply with contractual obligations (payments, providing required documentation, insurance, etc.) could have a negative impact on whether or not the Licensee's request to exercise option periods will be approved. Notification of the Licensee's desire to renew must be received by Commissioner no later than six months prior to the expiration of this Agreement. Each option period exercised must be by written amendment signed by all parties.

c. Termination by County in the Public Interest

Notwithstanding anything herein to the contrary, in the event that the Commissioner determines in his/her sole discretion that termination is in the public interest, the County reserves the right to terminate this Agreement. Such termination shall occur upon sixty (60) days notice of intent to terminate this Agreement. Upon such termination, the Licensee shall quit and surrender the premises to the Commissioner immediately.

d. Default/Termination for Cause

The County may terminate this Agreement based upon the following events which constitute a default:

- i. A failure on the part of the Licensee to pay any installment of the License Fee or other sums, charges, fees, expenses or other amounts to be paid by the Licensee pursuant to the provisions of this Agreement when due. Upon the expiration of five (5) days from the date a written notice to cure and notice of intent to terminate is given to the Licensee and the default has not been cured, the County may terminate this Agreement upon five (5) additional days written notice.
- ii. A failure by the Licensee to maintain the amounts and types of insurance required by this Agreement. In such event, the County may terminate this Agreement immediately, at the sole discretion of the Commissioner.
- iii. A failure by the Licensee to comply with any of the inspection requirements, including, without limitation: (i) the requirements to make the Licensed Premises available for inspection or to make the books and records available for inspection, or (ii) the removal or destruction of required records. Upon the expiration of one (1) day from the date a written notice to cure and notice of intent to terminate is given to the Licensee and the default has not been cured, the County may terminate this Agreement upon one (1) additional day written notice.
- iv. A failure by the Licensee to comply with Federal, State or local laws, rules, regulations, or County policies or directives, may result in immediate termination of this Agreement, at the sole discretion of the Commissioner.
- v. A failure by the Licensee to comply with any other provisions of this Agreement. Upon the expiration of five (5) days from the date a written notice to cure and notice of intent to terminate is given to the Licensee, and the default has not been cured, the County may terminate this Agreement upon five (5) additional days written notice.

e. Termination for Emergency

This Agreement may be terminated in the event of an emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Commissioner. In such event, the County may terminate this Agreement immediately, in the sole discretion of the Commissioner.

- f.** All notices herein shall be in writing and shall comply with the Exhibit entitled, "Notices and Contact Persons." The notice to cure and notice of intent to terminate shall call attention to the existence of the failure and particularize the claimed failure in reasonable detail. The notice shall also state the intended date of termination.
- g.** Upon due notice of termination of this Agreement, the Department may request, and in such event, the Licensee shall provide, the County with any information, records, or reports that are within the purview of this Agreement, subject to any applicable provisions of law or regulations. The Licensee shall also relinquish title and possession of any furniture, fixtures, equipment, materials or supplies as specified in this Agreement.
- h.** If the term of this Agreement expires naturally, as provided herein; or if the Licensee shall abandon the Licensed Premises; or if the Licensee is dispossessed of its interest in this Agreement as a result of any determination against the Licensee in any legal or administrative proceeding in which the Licensee has no right to further appeal: the Commissioner may, without further notice, resorting to force, summary proceedings, or otherwise, reenter the Licensed Premises, and the Licensee hereby waives the service of any further notice of the Commissioner's intent to reenter or repossess the Licensed Premises, or to institute legal proceedings to that end.
- i.** In the event this Agreement is terminated for any reason, the Licensee shall quit and surrender the Licensed Premises to the Commissioner and leave same in the condition as received by the Licensee, reasonable wear and tear excepted. It is further agreed, that upon termination, unless otherwise directed by the Commissioner, the Licensee shall have twenty-four (24) hours to remove all personal property of the Licensee and any personal property of the Licensee not so removed within twenty-four (24) hours of the effective date of termination, shall be considered as having been abandoned by the Licensee to the County, and title thereto shall vest in the County.
- j.** Upon the repossession of the Licensed Premises by virtue of the termination or expiration of this Agreement, or any renewal hereof, the Licensee shall remain liable to the Commissioner and the County for:
- (1)** All fees and other sums due and owing from the Licensee. The Licensee shall be deemed liable for all fees up to and including the next following installment or yearly fee, whatever the case may be, which may be prorated at the discretion of the Commissioner; and

- (2) The reasonable costs expended by the Commissioner and the County to place the Licensed Premises in the physical condition in which the Licensee is obligated to leave the Licensed Premises upon the expiration of the term, and to secure the Licensed Premises after termination; and
- (3) The costs incurred by the Commissioner and the County, whether by or without legal process: to remove the Licensee and any effects of the Licensee; the cost to expel, oust and remove all parties who may be present upon or occupy any part of the Licensed Premises and all personal property that may be thereon and therein contained. The Licensee hereby agrees that the County shall not be liable for prosecution, or for any damage or damages to, or loss of, any personal property belonging to any party upon or occupying the Licensed Premises, or any part thereof, from any cause whatsoever by reason of such removal and the Licensee hereby agrees to indemnify and hold the County, the Department and their officers, officials and employees harmless from any claims regarding such removal by any third party. The Licensee expressly waives any and all claims for damages and loss against the County and its officials, officers, employees, servants, contractors 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 removed, and may recover by such sale or legal process any and all sums due to the County under the terms of this Agreement, in addition to all other available remedies.

- k. Upon the termination or expiration of this Agreement, in accordance with the foregoing paragraphs, the Licensee acknowledges and agrees that it shall not be entitled to, nor shall it make a claim for, lost profits or loss of anticipated earnings because of such termination or expiration.
- l. As used herein, the words "reenter" and "reentry" are broadly used and are not intended to be restricted to their legal definitions.

3. Definition of Licensee

Throughout this Agreement, the term Licensee shall mean the signatory corporation or other business 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 under this Agreement.

4. Indemnification and Defense

- a. The Licensee 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 Licensee, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its

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

- b. The Licensee hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Licensee agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the costs of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.
- c. The Licensee shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Agreement and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Licensee to pay reasonable attorneys' fees of salary costs of County employees of the Department of Law for the defense of any such suit.

5. Insurance

- a. The Licensee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance coverage in amounts and types specified by the County and as may be mandated and increased from time to time. The Licensee agrees to require that all of its subcontractors, in connection with work performed for the Licensee related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Licensee. Unless otherwise specified by the County and agreed to by the Licensee, in writing, such insurance will be as follows:
 - i. **Commercial General Liability Insurance**, including contractual liability coverage and product 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 Licensee's general liability policy shall contain an endorsement extending coverage for bodily injury, property damage, and personal injury arising out of the ownership, operation, maintenance or use of any amusement devices. The Licensee shall furnish the County with a copy of said endorsement prior to commencement of this Agreement. Special events will require additional insurance as directed by the Department in consultation with the Suffolk County Division of Risk Management.
 - ii. **Automobile Liability Insurance** (if any vehicles are used in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident for bodily injury and not less

than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- 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 Licensee shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Licensee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law; and
- b. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
- c. The Licensee shall furnish to the County, Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Licensee shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. 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, policies, and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the Exhibit entitled "Notices and Contact Persons," or at such other address of which the County shall have given the Licensee notice in writing.
- e. In the event the Licensee 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 charge the cost thereof to the Licensee, or deduct the cost thereof from payments due to the Licensee under this Agreement or any other agreement between the County and the Licensee.
- f. If any of the insurance policies required under the provisions of this Agreement are subject to deductibles and/or self-insurance retentions, such deductibles and self insurance retentions shall be the sole responsibility of the Licensee. Proof of ability to fund deductible or self-insurance retentions will be required to the sole satisfaction of the Commissioner.
- g. In the event the Licensee, its employees or contractors do anything in or on the Licensed Premises, or bring anything into or onto the Licensed Premises, or keep

anything at the Licensed Premises, which will in any way increase the rate of fire insurance on the Licensed Premises, the Licensee agrees to pay on demand any such increase. The Licensee agrees to notify the County concerning any requirements or recommendations made by any insurance company with respect to use, handling, storage, transport or disposal of hazardous materials as defined herein.

- h. The Licensee shall not use or occupy or permit the Licensed Premises to be used or occupied, nor do or permit anything to be done in, on or about the Licensed Premises, in whole or in part, in any manner that would in any way make void or voidable any insurance coverage required to be carried by the Licensee or the County hereunder with respect to the Licensed Premises, or that may make it impossible to obtain fire or other insurance coverage with respect to the Licensed Premises.
- i. If such policies expire without renewal or are terminated for any reason, the resulting failure to maintain the coverage may cause an immediate default of this Agreement without the necessity for any action on the part of the County.

6. County Property

It is expressly understood and agreed that the Licensed Premises covered under this Agreement is and shall be the sole property of the County at all times during the term of this Agreement. Any newly constructed buildings and all improvements to the Licensed Premises, including all purchases of furnishings, equipment, fixtures and appliances shall immediately become the property of the County

7. Representation of Inspection

The Licensee acknowledges that it has examined the Licensed Premises, location, facilities, buildings structures, area, spaces, and equipment to be used in connection with this Agreement. The Licensee acknowledges that the equipment on the Licensed Premises may or may not be in working order and agrees to accept same "as is" and the Licensee agrees to return the Licensed Premises and equipment in good working order at the expiration of this Agreement, subject to making all required repairs, replacements and improvements, reasonable wear and tear excepted.

8. Risks of Licensee

- a. The Licensee, in addition to any terms contained herein, assumes all risks in the operation of this Agreement and shall be solely responsible and wholly answerable in damages for all injuries and accidents in person or property occurring on the Licensed Premises or due to actions of the Licensee in the operation of the Licensed Premises as contemplated in this Agreement.
- b. During the term of this Agreement, the risk of loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of the Licensee shall be borne by the Licensee. The Licensee waives any right to subrogation

against the County and Department for loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of the Licensee.

9. Conduct of Licensee's Employees/Volunteers

The Commissioner shall inform the Licensee, in writing, or if orally, a written confirmation shall be sent immediately, of any employee or volunteer of the Licensee whose conduct the Commissioner deems detrimental to the best interests of the Department or the public using the Licensed Premises. The Licensee shall immediately take any and all action necessary and appropriate to remedy the conduct. In the event the Licensee fails to remedy the conduct, within a reasonable period of time under the circumstances, this Agreement shall terminate five (5) days from receipt of written notice from the Commissioner of the Licensee's failure to cure, notwithstanding the provisions of the paragraph entitled "Term and Termination of Agreement."

10. Licenses and Permits

a. Notwithstanding any other approval required to be obtained by the Licensee, the Licensee shall obtain and secure all permits, licenses and certifications necessary for the legal operation of the Licensed Premises pursuant to this Agreement and for the maintenance, repair, improvements, new construction or physical alterations of the Licensed Premises, at the Licensee's sole cost and expense. The Licensee shall at all times comply with the terms and conditions contained in any such permits, licenses, approvals and certifications.

b. In the event that the Licensee is unable to secure the necessary permits and licenses as provided for in this paragraph within six (6) months from the execution hereof, or such extensions granted in writing by the Commissioner of the Department, or in the event that said permits are issued and during the term of this Agreement or renewal thereof, should the Licensee fail to maintain all permits necessary for the legal operation of the Licensed Premises, the County, may, at the sole option of the County, cancel this Agreement pursuant to subparagraph 2d. entitled "Default/Termination for Cause".

c. Engineering Certificate

The Licensee shall submit, prior to or along with any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the Department for approval under this Agreement, the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subconsultants, subcontractors, and/or any other entity (including, but not limited to, the Licensee and any of its subsidiaries, divisions, affiliates or an entity under the control of the Licensee) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain said Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permits or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

- d. The Licensee shall be responsible for obtaining and paying for all necessary permits and approvals from all governmental agencies having jurisdiction over the Licensed Premises, including, but not limited to, the Suffolk County Department of Health Services, the Suffolk County Department of Fire, Rescue and Emergency Services, the Suffolk County Architect, the Suffolk County Council on Environmental Quality ("CEQ"), and the New York State Department of Environmental Conservation. The Licensee shall advise the Department in advance of all permits and approvals sought by the Licensee. The Department will assist the Licensee in obtaining said permits and approvals as it deems appropriate.
- e. All work at the Licensed Premises is subject to the New York State Fire Prevention and Building Code ("Building Code"), and all rules and regulations, as administered by the County of Suffolk, Department of Public Works, Buildings Division located at 335 Yaphank Avenue, Yaphank, New York 11980, is responsible for administration and enforcement of the Code on County owned land. As such the Licensee shall make application to Public Works for all work at the site. Upon plan approval and all required inspections, the County will issue a Certificate of Occupancy or Compliance as appropriate.

11. Preservation of Features; Soil and Vegetation Removal

In conducting its activities hereunder, the Licensee shall preserve and avoid damage to and destruction of natural, historic or cultural features, including, but not limited to, waterways, rare or endangered plants or animals, habitats, trees, shrubs and other vegetation. The Licensee shall not disturb soil or clear vegetation from the Licensed Premises without obtaining the prior written approval of the Commissioner.

12. Claims For Compensation; Licensee's Right to Terminate

- a. The Licensee hereby expressly waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official in the operation of this Agreement; any such interference shall not relieve the Licensee from any obligation hereunder.
- b. The Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the gas and electrical apparatus, heating equipment, water supply equipment, or wires furnished for the Licensed Premises hereby granted, or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by the Licensee resulting from fire, water, storm, tornadoes, civil commotion, riots, acts of God or other disasters; and the Licensee hereby expressly waives all rights, claims, and demands and forever releases and discharges the people of the State of New York, the County, the Commissioner, the Department and their officers, employees and agents from any and all demands, claims, actions and causes of action arising from any of the enumerated causes whatsoever.

- c. The Licensee may terminate the Agreement upon thirty (30) days prior written notice. In the event of termination by the Licensee: such termination shall be deemed an abandonment of the Licensed Premises by the Licensee and the Licensee shall surrender and vacate the Licensed Premises within twenty-four (24) hours of such termination in serviceable and operable condition, subject to reasonable wear and tear; and the Licensee shall remain liable for all fees and other sums due and owing from the Licensee up to the time of termination.

13. Personal Property of Licensee

- a. During the term of this Agreement, unless personal property is required for the performance by the Licensee of its obligations hereunder, the Licensee shall have the right at any time, to remove same from the Licensed Premises, with the following exceptions.
 - i. Books, reports and records required to be kept by this Agreement shall be maintained on the Licensed Premises at all times and may not be removed; and
 - ii. Inventory maintained for sale on the Licensed Premises may be removed only with the consent of the Commissioner.
- b. Removal of personal property upon expiration and/or termination of this Agreement shall be governed by the paragraph entitled, "Term and Termination of Agreement".
- c. Notwithstanding anything to the contrary herein, upon the termination or expiration of this Agreement, the removal of the Licensee's equipment, including, but not limited to, model trains, train-related equipment, and train tracks, must be coordinated with County personnel and all park grounds shall be restored to a condition satisfactory to the Commissioner.

14. Compliance with Law

- a. The Licensee shall comply with, at the Licensee's sole cost and expense, all applicable Federal, State, County and local laws, rules, regulations, codes, ordinances, requirements and County policies in effect on the date of execution of this Agreement and as may be adopted or amended from time to time. Such laws, rules, regulations and policies include but are not limited to:

Suffolk County Code Chapter 647 (Pest Control)

Organic Parks Maintenance Plan and any other County policies relating to pesticides.

Suffolk County Code §643-4 (Prohibited Acts) regarding acts prohibited on County parkland.

Suffolk County Sanitary Code

- b. All chemicals, fungicides, herbicides and pesticides (if any) applied to the Licensed Premises shall be approved by the Commissioner prior to use. The Licensee shall comply with Suffolk County Code Chapter 647 (Pest Control), the Organic Parks Maintenance Plan and any other applicable Federal, State, and Local Laws. The Licensee shall apply for any necessary exemptions from Suffolk County Code Chapter 647. All notice and reporting requirements shall be adhered to.
- c. The Licensee is required to adhere to an Integrated Pest Management Program (IPM), which shall be approved by the Commissioner and which minimizes potential negative impact upon the environment or wildlife.
- d. The Licensee shall keep and maintain detailed records of all chemicals, pesticides, herbicides and fungicides stored and applied to the facilities throughout the term of this Agreement and shall comply with Resolution No. 719-2000 entitled "A Local Law to Adopt Countywide Pesticide Notice Provisions".

15. Liens

- a. It is expressly agreed that the County shall have a continuing lien, on all personal property of the Licensee used on the Licensed Premises in connection with this Agreement, for any and all sums which may from time to time become and be due to the County under the terms of this Agreement. If the Licensee requires a waiver of the lien for the purpose of financing personal property to be utilized in the operation of the Licensed Premises, the Commissioner may grant said waiver at his/her sole discretion. The County may waive the lien at any time.
- b. Upon default of payment by the Licensee of any fees or sums due hereunder beyond any applicable cure period, the County has the right, at its option, to take possession of and retain the inventory until the full amount is paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy.

16. Insolvency

If at any time during the term of this Agreement, or any renewal hereof (if applicable), there shall be filed by or against the Licensee, in any court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Licensee's property, and within thirty (30) days thereof the Licensee fails to secure a discharge thereof, or if the Licensee makes an assignment for the benefit of creditors, or if the Licensee petitions for or enters into such an arrangement, as may be permitted by law, this Agreement shall ipso facto be canceled and terminated and in which event, neither the Licensee nor any person claiming through or under the Licensee nor by virtue of any statute or of an order of any

court shall be entitled to possession of the demised Licensed Premises, and the County, in addition to any other rights and remedies given hereby and by virtue of any other provision contained in this Agreement or by virtue of any statute or rule of law, may retain as liquidated damages any monies received from the Licensee or others on behalf of the Licensee.

17. License /Not a Lease

It is expressly understood and agreed that no interest in real or personal property is leased or granted to the Licensee; that this Agreement is a License and not a lease; that the Licensee's right to occupy and operate the Licensed Premises shall continue only so long as the Licensee shall comply strictly and promptly with each and all the undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein; and that this License is not coupled with any interest in real property.

18. Fire Safety Standards

- a. The Licensee shall not use or permit the storage of any 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 any buildings erected or to be erected on the Licensed Premises.
- b. In addition, the Licensee shall provide a list of all stored flammable materials necessary for its operation, subject to inspection and approval by the Suffolk County Fire Marshal. Storage shall be in a location and manner acceptable to the Commissioner and the Suffolk County Fire Marshal.
- c. The Licensee agrees to be responsible for the installation, replacement and/or maintenance of smoke alarms and detectors, fire suppression systems, fire extinguishers and exit signs in accordance with the rules and regulations of the Suffolk County Department of Fire, Rescue and Emergency Services, at the Licensee's sole cost and expense.

19. Hazardous Substances and Waste

- a. The Licensee shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse, handle or permit hazardous substances or hazardous waste on the Licensed Premises without prior written permission of the Department and all such substances shall be handled in the manner required or recommended by any government or quasi-governmental authority.
- b. This section is not intended and shall not be construed to prohibit the reasonable, legal and proper use and storage of ordinary cleaning solutions and solvents in the ordinary course of the Licensee's operations and maintenance of the Licensed Premises.

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- c. In the event the Licensee receives any notice, advice, summons or complaint from any governmental or quasi-governmental agency or any other person or entity with regard to health, safety, environment, and hazardous materials on, under or affecting the Licensed Premises, then the Licensee shall immediately notify the Department. The Licensee shall conduct, complete and pay for all investigations, studies, sampling, and testing and all remedial, removal, and actions necessary to clean and remove all hazardous material on, under, from or affecting the Licensed Premises arising from the Licensee's or the Licensee's agents', servants', contractors' employees' and invitees' acts or omissions in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies.
- d. In the event of any release of hazardous materials or hazardous substances, except releases in accordance with applicable permits and law, Licensee shall promptly report such release to the applicable governmental authorities and to the County and shall provide to the County copies of any reports required to be filed by any other governmental agency in connection with such release. Licensee shall exercise due care with respect to such release.
- e. The Licensee shall protect, indemnify, defend and save harmless the Department, the County and its officers, officials, members, employees, agents and invitees from and against all liabilities, obligations, claims, damages, penalties, causes of actions, costs and expenses (including reasonable attorneys' fees) whatsoever imposed upon or incurred by or asserted against the Department or County and its officers, officials, members, employees, agents and invitees arising from the Licensee's or the Licensee's agents', servants', contractors', and invitees' acts or omissions or negligence, by reason of:
- i. the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any hazardous material on, under, from or affecting the Licensed Premises or any other property;
 - ii. any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials;
 - iii. any lawsuit brought or threatened or settlement reached, provided, however that the Licensee will be given the opportunity, if available with no adverse effect to the County, to contest any such settlement on the grounds therefore with the opposing person or entity, after paying same, or governmental order relating to such hazardous materials; or
 - iv. any violations of laws, ordinances, rules, orders, or regulations which are based upon or any way related to such hazardous materials, health, safety or environment including attorney or consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

This provision shall survive the termination or expiration of this Agreement.

20. Inspection of Licensed Premises/Remediation of Unsatisfactory Conditions

- a. It is agreed that the Licensed Premises may be inspected at any time by the Commissioner, by authorized representatives of the Commissioner, or representatives of the Suffolk County Department of Health Services or the Suffolk County Department of Fire, Rescue and Emergency Services.
- b. The Licensee agrees that upon written notification by the Commissioner that any part of the Licensed Premises or facilities thereof is unsatisfactory, the Licensee shall, where such condition is caused by the Licensee or is within the Licensee's control, remedy the same within a reasonable time, except in the event of dangerous health and/or safety conditions and/or safety conditions impacting upon persons, such condition shall be corrected immediately.
- c. In the event that the Licensee fails to remedy the unsatisfactory condition, the County may terminate this Agreement, in the sole discretion of the Commissioner, and termination of this Agreement shall be governed by the subparagraph 2d entitled "Default/Termination for Cause".

21. Illegal or Objectionable Conduct

- a. The Licensee agrees not to use, or suffer or permit any person to use in any manner whatsoever, the Licensed Premises or any part thereof or any building thereon for any illegal purpose, or for any purpose in violation of any Federal, State, County or municipal law, ordinance, rule, order or regulation now in effect or hereafter enacted, amended or adopted, and will protect, defend, indemnify and forever hold harmless the County of Suffolk, the Department and any individual members thereof and their agents, 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, or any employee, volunteer, person or invitee of the Licensed Premises; and in the event of any violation, the County shall have the right and power, and is hereby authorized by the Licensee, to immediately declare this Agreement terminated as if it had naturally expired, notwithstanding any other provision in this Agreement to the contrary.
- b. The Licensee agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said Licensed Premises or any part thereof or any building thereon for any purpose in violation of any ordinance, rule or regulation of the Department now in effect or hereafter enacted, amended or adopted, and in the event of any violation, or in case the County or its representatives shall deem any conduct on the part of the Licensee, any employee, person, or invitee of the Licensed Premises, or the operation thereof to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Licensee, to immediately declare this Agreement terminated as if it had naturally expired, notwithstanding any other provision in this Agreement to the contrary.

22. Not a Co-Partnership

Nothing herein contained shall create or be construed as creating a co-partnership between the Department and the Licensee, or between the County and the Licensee, or to constitute the Licensee or the Licensee's employees as agents or employees of the Department or of the County.

23. County Representatives

It is expressly understood and agreed by and between the parties hereto that the officers and agents of the County and the Department and its officers, employees, and agents are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that neither the Licensee nor any occupant of the Licensed Premises shall have any claim against them or any of them as individuals in any event whatsoever.

24. County Monies

As to the obligation of the County under the provisions of this Agreement, the same shall be deemed executory only to the extent of the monies appropriated therefor by the Suffolk County Legislature, and no liability shall be incurred by the County beyond the monies available for that purpose.

25. Change In Park Facilities

It is understood that the County may from time to time make changes in the location and capacities of park facilities and methods of operations and may change the amount charged for the use of same or may discontinue certain park facilities or their use by the public during the term of this License Agreement. The Licensee shall not make any claims for loss of profits or anticipated earnings as a result of any changes in the park facilities, including the Licensed Premises.

26. Change in Department

In the event that during the term of this Agreement, the functions and duties of the Department are transferred to a new or other department of the County of Suffolk, then in that event the said new or other department will assume the functions and duties of the Department hereunder.

27. Severability; No Implied Waiver

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

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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.

28. Independent Contractor

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

29. Assignment and Subcontracting

- a. The Licensee shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Licensee shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the Commissioner. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the Commissioner may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the Commissioner of any subcontract shall provide for the incurrence of any obligation by the County. The Licensee shall be responsible for the performance of any subcontractor for the delivery of service.
- c. Any contract agreed to between the Licensee and any subcontractor for the performance of any services required under this Agreement shall subject the subcontractor to the same insurance requirements, indemnification requirements, Suffolk County Legislative requirements, and any copyright or other music license requirements to which the Licensee is subject.

30. Not in Default/Arrears

The Licensee warrants that it is not, and shall not be during the term of this Agreement, in arrears to the County for taxes or upon debt or contract and is not, and shall not be during the term of this Agreement, in default as a surety, contractor or otherwise on any obligation to the County.

31. Cooperation on Claims

The Licensee agrees to render diligently to the County any and all cooperation, without additional compensation, that may be required to defend the County, its employees, and designated representatives, against any claims, demand, or action that may be brought against the County in connection with this Agreement.

32. Conflicts of Interest

- a. The Licensee agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. The 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 so long as the Licensee is retained on behalf of the County. The Commissioner, upon consultation with the County Attorney, shall ultimately make the determination as to whether or when a conflict exists or may potentially exist after full disclosure is obtained.

33. Non-Discrimination in Services

During the performance of this Agreement, the Licensee agrees he/she will not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, deny any individual any service(s) or other benefits provided in accordance with this Agreement or provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others in accordance with this Agreement.

34. Nonsectarian Declaration

The Licensee agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief. Furthermore, the Licensee agrees that all program services are and will be available to all eligible individuals regardless of religious belief or affiliation.

35. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Licensee under this Agreement up to any amounts due and owing to the County with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee

delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

36. Publications

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

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

37. Copyrights and Patents

a. Copyrights

If the work of the Licensee under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Licensee may secure copyright protection. However, the County reserves, and the Licensee hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Licensee, under this Agreement, makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Licensee may apply for and secure for itself patent protection. However, the County reserves, and the Licensee hereby gives to the County, and to any other municipality or government agency or body designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

38. Certification as to Relationships

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

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk

County Legislative Requirements." In accordance with this law, the Licensee or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. The Licensee or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

40. All Rights Reserved

All rights not specifically granted in this Agreement are reserved to County.

41. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

42. Confidentiality

Any records, reports or other documents of the County or any of its agencies used by the Licensee pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with all applicable laws, rules and regulations.

43. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of the County and the Licensee. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

44. No Oral Changes

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties and approved by the Commissioner and the County Comptroller as to financial safeguards upon such terms and conditions as may be mutually agreed upon between the Licensee and the County but no such modification, termination, cancellation, or extension shall be effective until so executed and approved.

45. Fundraising/Contribution

- a. Any planned fundraising activities to occur on the Licensed Premises must first be presented in writing for authorization by the Commissioner at least thirty (30) days prior to the scheduled event.

- b. All proceeds generated by activities on the Licensed Premises shall be utilized to benefit the people of Suffolk County through maintenance and upkeep of the Licensed Premises as well as programs conducted for the public at the site.

46. Public Access

The Licensee acknowledges and agrees that public access to the Licensed Premises and surrounding grounds will not be restricted and shall be made available equally and at no cost to all residents of Suffolk County.

47. Inconsistent Provisions

The provisions of this Agreement shall prevail over inconsistent provisions of any other Exhibit of this Agreement and over any other document not specifically referred to in this Agreement or made part thereof by this Agreement or by subsequent amendment in writing and signed by both parties, except to the extent that such provisions of this Exhibit A are specifically referred to and amended or superseded by such Exhibit or Amendments.

48. 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 Agreement.

End of Text for Exhibit "A"

Exhibit B
Suffolk County Legislative Requirements

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

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

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

2. Living Wage Law

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

The Licensee represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 575, 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"

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**3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

The Licensee represents and warrants that it has read and is familiar with the requirements of Chapter 803, 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 Licensee shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Licensee 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 the Licensee services are performed on County property the Licensee must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If the Licensee services are for the provision of human services and such services are not to be performed on County property, the Licensee 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 Licensee 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 Licensee represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 353, 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 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 664 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

The Licensee 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 Licensee agrees to comply with Chapter 880, 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 Licensee represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 189, Article II, §§189-5 through 189-9. Upon signing this License Agreement the Licensee 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 189-5 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 §893-3, the Licensee 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. Youth Sports

In accordance with Local Law No. 44-2009, (Suffolk County Code Chapter 730), 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

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."

End of Text for Exhibit "B"

Exhibit C
Notices and Contact Persons

1. Notices

Unless otherwise expressly provided, 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 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 the Licensee relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

2. Changes in Contact Persons

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).

3. Receipt of Notice

Notices shall be deemed to have been duly delivered (i) if by First Class Mail, on the date they are mailed or deposited with the United States Postal Service; or (ii) if mailed by Registered or Certified mail, upon the seventh business day after the mailing thereof; or (ii) if by Nationally Recognized Courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if by Fax or Email, upon the transmittal thereof; or (iv) if personally, pursuant to New York Civil Practice Law and Rules Section 311. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

4. Litigation/Accidents

- a. In the event Licensee becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant, etc.) to a lawsuit or any legal proceeding, arising out of this Agreement or in connection with the Licensed Premises, the Licensee will immediately forward copies of all papers filed by or against the Licensee to the Department and the Suffolk County Department of Law at the addresses and in the manner listed above.
- b. The Licensee shall notify the County of any accidents and/or claims, or property damage, arising on or within the Licensed Premises. Notice of accidents and/or claims shall be given immediately (or as soon as possible) to the County by telephone, at (631) 854-4949 or Park Police at (631) 854-2677 (ask specifically for Park Police) or at such other number the County provides to the Licensee in writing.
- c. In addition, written notice, together with a report on the incident and all accompanying documentation, shall be provided in writing to the County as soon as practicable, however,

in any event within (1) business day, as defined above, of the Licensee's receipt of notice or of information regarding an accident or claim.

- d. In the event of any disturbance, emergency, criminal or illegal behavior, serious violations of the Department's rules and regulations and other circumstances that may warrant such action, the Licensee shall also immediately notify the Park Police at 911 (ask specifically for Park Police) and/or other emergency responders.
- e. All written notices to the County required under this section shall comply with this Exhibit.

End of Text for Exhibit "C"

Exhibit D
Description of Services

1. Operations and Use of Licensed Premises

- a. The Licensee's use of the Licensed Premises is to be non-exclusive, with the Licensee being granted use of the Licensed Premises at the sole discretion of the Commissioner. The Licensee understands and agrees that the Commissioner, at his discretion, reserves the right to make changes from time to time as to the use of the facilities if it is in the best interest of the County to do so.
- b. The facility shall at all times be operated in a manner that meets the approval and is satisfactory to the Commissioner and shall conform to rules and directives of the Department.
- c. The Licensee understands and agrees that the Licensee's use of the Licensed Premises shall be limited in scope to the provision of promoting the art of precision model train making, especially as applied to steam machinery including offering train rides to the general public at no cost, however, the Licensee is permitted to accept donations for such rides. The Licensed Premises may be used for storage and repair of equipment and train-related materials. The Licensee is also permitted to store and sell prepackaged food, drinks, souvenirs and other memorabilia at the Food Service/Souvenir and Merchandise Facility.
- d. The Licensee agrees that in consideration of the provision of space and maintenance by the County, it will help preserve and foster public appreciation for the unique features of the Licensed Premises at its own cost and expense.
- e. The Licensee shall equip the Licensed Premises necessary for the operation of this Agreement at its own cost and expense, except for such equipment and facilities agreed in writing to be supplied by the Department, if any.

2. Operational Plan; Operations Schedule

- a. **Operational Plan.** The Licensee shall operate the Licensed Premises according to approved plans detailing all of the services, programs and activities offered by the Licensee at the Licensed Premises including, but not limited to, train rides, demonstrations of model trains, the sale of food, drinks and merchandise, and vending machines. A proposed plan shall be submitted in writing to the Department no later than January 30th of each year of this Agreement. Approval, in whole or in part, of the proposed operational plan shall be at the sole discretion of the Commissioner and no service, program or activity shall be commenced by the Licensee until such approval is received in writing. Once the operational plan has been approved in writing by the Department (the "Operational Plan"), including the approved services, programs and activities (hereinafter referred to as "Programs"), it shall be incorporated herein as if originally included. Prior to the commencement of the Operational Plan, or any Program therein, the Licensee shall procure at its own cost and expense, all federal, state and

local licenses, permits or approvals, as the case may be, necessary for the legal operation of said Program on the Licensed Premises or associated with this Agreement. Furthermore, the Licensee shall provide proof of all licenses, permits and approvals to the Department in writing. Any changes to the Operational Plan shall require the prior written approval of the Department.

b. **Operation Schedule.** The Licensee shall submit to the Department in writing a proposed operating schedule that includes dates and times the Licensed Premises will be open to the public, as well as a detailed time schedule of all proposed programs and activities to be held at the Licensed Premises, no later than January 30th of each year of the Agreement. Approval, in whole or in part, of the proposed operating schedule is at the sole discretion of the Commissioner. Once the operating schedule has been approved in writing by the Department ("the Operating Schedule"), it shall be incorporated herein as if originally included. Any changes to the Operating Schedule shall require the prior written approval of the Department, however, it is recognized that certain Programs and events are weather-dependent. The Commissioner shall be notified of schedule changes or closures caused by weather, emergency or other events.

c. **Food Service/Souvenir and Merchandise Facility Items.** The Licensee shall submit each year of this Agreement, along with the proposed plan in accordance with subparagraph a above, a proposed menu of food items and souvenirs and other memorabilia, and the proposed pricing thereof, of items to be sold at the Food Service/Souvenir and Merchandise Facility. Prior to the sale of any item, the proposed menu and schedule of costs thereof, shall be subject to the prior written approval of the Commissioner. Any changes to the menu or prices thereof during any year of this Agreement, shall be subject to the prior written approval of the Commissioner.

d. **Special Events.** The Licensee shall submit written plans for any special event or promotion to the Commissioner for written approval at least six (6) months in advance of such event. "Special event" shall mean any event not included within the Operational Plan. Approval of special events, and any additional terms and conditions required thereof, shall be at the sole discretion of the Commissioner.

3. Maintenance and Upkeep of Licensed Premises

a. The Licensee shall maintain the Licensed Premises, and all of its structures, appurtenances, improvements, fixtures, spaces, grounds, adjacent fences and gates, pathways, parking areas, and property in good and serviceable condition and repair, reasonable wear and tear and damage from the elements excepted, at its sole cost and expense, in a manner acceptable to the Department.

b. All costs associated with the maintenance, upkeep, renovations, alterations, and necessary repairs of the Licensed Premises shall be at the Licensee's cost unless otherwise agreed to in writing by the Commissioner and shall be thoroughly documented by the Licensee. The documentation shall be provided to the

Commissioner upon request and shall include signed contracts related to the work performed, paid invoices and cancelled checks.

- c. Upon execution of this Agreement, a detailed written Restoration, Maintenance, Management and Interpretative Plan outlining specific projects and work must be submitted to the Department for approval by January 30th of each year of this Agreement and reviewed by the Commissioner or his/her designee by February 15th of each year. Restoration and maintenance performed by the Licensee shall be subject to review and prior approval of the Department. Whether the Restoration, Maintenance, Management and Interpretative Plan for each year has been sufficiently accomplished will be reviewed annually by the Department at the close of that respective year.
- d. All space, equipment and furnishings covered by this Agreement and used by the Licensee shall be maintained, cleaned and operated safely by the Licensee at its own cost and expense as directed by the Commissioner and as otherwise in accordance with the provisions of this Agreement and any other recognized and accepted standards of operation.
- e. Other than ordinary routine maintenance, all repairs or alterations to the Licensed Premises must be approved in advance by the Commissioner. The Licensee is permitted to make such maintenance and repairs to the existing railroad track facilities, however the Licensee may not expand or change the current location of the existing railroad track facilities without the approval of: the Department via amendment to this Agreement and the Suffolk County Legislature via a duly adopted resolution. The Licensee may have access to the Licensed Premises during all hours of operation for the park for the purpose of maintenance, repair, testing, planning, cleaning and operation of the Licensed Premises.

4. Improvements to Facilities:

- a. The Licensee agrees to restore, improve, renovate, and construct, the Licensed Premises over the term of this Agreement, at its sole cost and expense, pursuant to a plan as agreed to by the parties in writing no later than the first of each year of this Agreement ("Improvement Plan"). In no event shall any improvements or new construction be removed by the Licensee upon the expiration or termination of this Agreement.
- b. All improvements, construction and renovations made to the Licensed Premises by the Licensee shall be in accordance with a survey and plans submitted in writing in advance to the Department and approved in writing in advance by the Commissioner and the Suffolk County Department of Public Works where applicable.
- c. The Licensee shall have all plans and specifications prepared professionally by a licensed architect or engineer, as required by the Commissioner, at its sole cost and expense.

- d. **Competitive Bids.** The Licensee shall solicit and obtain competitive bids (or follow other competitive procurement procedures approved by the Commissioner) for all improvements, construction, and renovations, in accordance with the New York General Municipal Law,
- e. The Licensee shall properly document all capital improvement expenditures for the Licensed Premises and shall provide said documentation to the County. Documentation shall include signed contracts, paid invoices, and cancelled checks.
- f. All improvements, construction, and renovations are to be completed in accordance with the Commissioner's directives, and shall be supervised and may be inspected by County personnel. Where applicable, the Suffolk County Department of Public Works shall advise the Commissioner whether the structures have been completed in accordance with applicable laws, rules, regulations and codes. The Commissioner will issue a final written approval evidencing satisfactory completion upon the submission of the required documentation and after an inspection by the necessary County staff.
- g. The County may, at its election, assist the Licensee in fulfilling its obligations under this Agreement in obtaining necessary permits for any improvement, construction or renovation.
- h. It is expressly understood and agreed that the Licensed Premises is and shall be the sole property of the County. All improvements to the Licensed Premises, including the purchase of fixtures, appliances, furnishings, and equipment shall immediately become the property of the County and become part of the Licensed Premises and shall be lien and encumbrance free.
- i. While there are any ongoing improvements being made to the Licensed Premises by the Licensee, that portion of the Licensed Premises shall be secured by the Licensee in an appropriate manner as determined by the Commissioner, at the Licensee's own cost and expense. The Licensee shall also be responsible for the condition and appearance of the Licensed Premises during said improvements, and the Licensed Premises shall at all times be maintained in a clean and safe condition as determined by the Commissioner.
- j. All improvements, construction, and renovations approved by the Commissioner shall be constructed, installed, maintained, and operated in a good, safe, and workmanlike manner, and all work shall be performed in accordance with good, sound, and acceptable construction procedures. Immediately following the completion of any improvement, construction or renovation, the Licensee shall restore all areas affected to the conditions existing at the time of execution of the Agreement.

5. **Licensee Provided Services and Licensee Responsibilities**

- a. **Day-to-Day Maintenance and Repair.** The Licensee, in conjunction with the Department, shall, throughout the term of the License Agreement during and immediately after all scheduled events, including special events, maintain and keep

in serviceable condition the Licensed Premises at its own cost and expense. In the event this Agreement is terminated or expires naturally, the Licensee is responsible, and will remain liable, for all costs and expenses associated with returning facility improvements, equipment and furnishings to a serviceable condition.

- b. **Personnel.** The Licensee shall provide sufficient personnel to carry out the terms of this Agreement at the Licensee's own cost and expense, as deemed adequate for its operation and the nature of the event. Sufficient personnel shall be determined by the Commissioner.
- c. **Sanitary Condition of Licensed Premises/Grounds.** During and after all scheduled events, including special events, the Licensee is responsible for the appearance of all areas of the Licensed Premises and shall at all times keep the Licensed Premises in a clean, litter-free and sanitary condition to the satisfaction of the Commissioner. The Licensee shall, perform a thorough cleaning of the Food Service/Souvenir and Merchandise Facility within thirty (30) days of the end of each season. The Food Service/Souvenir and Merchandise Facility shall be inspected by Parks Department personnel before the building is closed down for the winter.
- d. **Refuse and Garbage; Costs.** The Licensee shall be responsible for all refuse and garbage removal costs. All refuse and garbage is to be collected and deposited in such locations and containers deemed satisfactory to the Commissioner.
- e. **Inspections.** In addition to the inspections authorized under paragraph 20 of Exhibit A herein, inspections by appropriate Suffolk County representatives will take place at least two times per year. One inspection shall be a pre-season inspection approximately three weeks prior to the first day the Licensed Premises is open to the public as per the Operating Schedule for each year of the Agreement.
- f. **Restrooms.** Public restrooms are presently provided for the Licensed Premises by the Licensee, at its own cost and expense, through the use of modern Port-A-Lav type containers. At all times under this Agreement, such Port-A-Lavs shall be: handicapped accessible; placed in an area as approved by the Commissioner; and cleaned in a timely fashion, but in no event less than after each weekend event. In the event permanent restroom facilities are constructed in the future, the Licensee may be required to clean these facilities, at its sole expense, at the discretion of the Commissioner.
- g. **Responsible Principal.** The Licensee undertakes and agrees that at least one (1) principal will be designated by the Licensee, who will be responsible for the daily operation of the Licensed Premises and who has the authority to act on behalf of the Licensee with regard to said operation thereof. If a manager is to be employed, the Licensee agrees to employ a manager who is satisfactory to the Commissioner, who shall be held accountable to the same minimum standard of participation as set forth above. Licensee agrees to furnish the name, home address and home and cell telephone numbers of the responsible principal or manager so that he/she can be reached at all times. The Licensee agrees that it shall furnish such information

for another responsible person to serve as a second contact person in the event that such principal or manager becomes unavailable or is unable to be reached.

- h. Security.** The Licensee shall be responsible for all security and safeguarding of the Licensed Premises and structures thereon throughout the term of this Agreement in a manner appropriate to the nature of the operation during its events as agreed to at the discretion of the Department. The County will provide regular park police patrols as available resources permit. The Licensee understands and agrees that it is solely responsible for the security of the Licensed Premises.
- i. Safety.** The Licensee shall conduct its operations safely in a manner to eliminate the possibility of injury or damage to life or property. The Licensee shall follow all applicable safety laws, regulations and County policies. The Licensee shall ensure that patrons comply with all applicable safety laws, rules, regulations and County policies. Licensee shall ensure that any volunteers and private citizens participating in activities sponsored and/or directed by Licensee or performing work on behalf of Licensee are made aware of the nature of work which is to be performed and shall follow all prescribed safety guidelines and procedures.
- j. Authorized Food and Beverage Items for Sale.** The Licensee is only permitted to offer for sale to the general public prepackaged foods and beverages that meet all of the rules, regulations, and requirements of the Suffolk County Department of Health Services. Under no circumstances shall any food or beverage items be sold by the Licensee except at the Food Service/Souvenir and Merchandise Facility.
- k. Extermination.** The Licensee shall provide exterminating services as needed, at its own cost and expense, as directed by the Commissioner in his/her sole determination and in accordance with County regulations.
- l. Operations and Safety Manual.** The Licensee shall, at all times under and during the operation this Agreement, abide by the Long Island Live Steamers Operations and Safety Manual attached to and incorporated into this Agreement in Exhibit H.

6. Utilities

The Licensee shall pay, at its sole cost and expense, for all utilities including (but not limited to) heat, gas, electric, water, sewer, and telephone service (if any) consumed in the operation of the Licensed Premises. The Licensee shall pay for all costs to provide such service. The County shall not be responsible for the installation of any water supply, sewers or sanitary systems, drainpipes or fixtures, or electric, fuel oil or gas lines or fixtures beyond those already in place prior to the granting of this Agreement, unless negotiated prior to the execution of this Agreement. If additional utility installations or meters within the Licensed Premises are required as a result of a capital project undertaken or proposed pursuant to this Agreement, the full cost of such installations shall be borne by the Licensee. In instances in which gas or electricity is utilized in common areas or shared equipment and building systems, or where the Licensee's utility service is billed by the provider to the Department, the Licensee shall be responsible for the payment of a portion

of the overall cost as determined by the Department. In the event of fluctuation or interruption of water supply, electricity, or other utility services to the Licensed Premises provided by the County, the County shall undertake to repair such interruption promptly; however, the County shall not be liable or in any manner responsible for any claim, loss or damage of any kind sustained by the Licensee or any third party as a result of such delay or interruption in utility service regardless of cause. Under all circumstances, the Licensee shall be solely responsible for the cost and provision of its own sources of temporary power as may be necessary.

End of Text for Exhibit D

Exhibit E
Financial Terms and Conditions/Other Variable Terms and Conditions

- 1. Accounting and Record Keeping; Inspection of Records; Reporting; N.Y.S. Sales Tax**
 - a. The Licensee is authorized to accept voluntary donations from the public for participation in approved Programs and Special Events, held at, or related in any way to the Licensed Premises as set forth in paragraph 2 of Exhibit D.
 - b. The Licensee agrees that all donations and revenue collected by the Licensee that are generated arising out of this Agreement, shall be utilized to benefit the people of Suffolk County through the maintenance and upkeep of the Licensed Premises, as well as for programs conducted for the public at the Licensed Premises.
 - c. The Licensee shall keep separate books of account and records of all operations conducted under this Agreement, shall document all financial transactions conducted under this Agreement, and establish a system of bookkeeping and accounts which is acceptable to the County and which is in accordance with the accounting requirements for contracts issued by the Comptroller of Suffolk County.
 - d. The Licensee shall complete, daily, a log of business activities in a form acceptable to the County ("daily reports"). All daily reports shall be submitted to the County by the 10th day of the month following the activities along with a monthly summary also in a form acceptable to the County. Daily cash register tapes and vending machine readings are to accompany all submissions.
 - e. The Licensee shall permit inspection and audit of said books and records by the Commissioner and Comptroller of the County of Suffolk, or their representative, as often as, in the judgment of the Commissioner or the Comptroller, such inspection is deemed necessary. Such right of inspection and audit shall exist during the term of this Agreement and for a period of seven (7) years after its expiration or termination. The Licensee may be required to submit, as periodically required by the Commissioner or said Comptroller, a certified profit and loss statement of operations under this Agreement as prepared by a Certified Public Accountant.
 - f. The Licensee shall retain all accounts, books, records and other documents relevant to the Agreement for seven (7) years after the Agreement expires or is terminated. Federal, State and/or County auditors and any persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.
 - g. The Licensee shall install and maintain a visual reading cash register with cumulative locked-in tape totals and automatic daily reset number or its equivalent for the Licensed

Premises. The Licensee shall permit no reset of cumulative cash register readings. A computerized point of sale system may take the place of a cash register, but any such system must be approved by the Commissioner. If a cash register or point of sale system must be repaired, or otherwise removed from the Licensed Premises, the readings shall be recorded and verified by County personnel before the equipment leaves and when it is returned to the Licensed Premises. The County reserves the right to audit cash register, vending machine or point of sale readings at any time during the term of this Agreement. All revenues collected by the Licensee shall be recorded daily, with a beginning and ending daily balance recorded for each cash register and included in the required daily reports. Vending machine sales, if any, require beginning and ending machine readings and must be recorded along with all other revenues, and shall be included in the required daily reports. The Licensee shall retain a copy of the daily sales report together with daily cash register tapes and vending machine readings as part of the permanent accounting record. All equipment must be inspected, calibrated and certified annually.

- h. The Licensee shall also preserve for examination and inspection by the Commissioner or the Comptroller all cash register tapes and all vending machine readings. Tickets or coupons representing payment of currency shall be used in such a manner as may be approved by the Comptroller prior to their use.
- i. The Licensee must obtain and display their New York State Sales Tax Authorization Certificate and indicate on its menus, price lists, and fee schedules, as the case may be, and whether or not the posted prices include tax or tax is to be added. Said tax must be properly recorded in the cash register referenced in subparagraph g above. Collection and payment of such tax to New York State shall be solely the responsibility of the Licensee.
- j. The Licensee shall submit to the Commissioner by not later than thirty (30) days following the end of each calendar quarter, a copy of the quarterly sales tax return required to be filed with the State of New York.
- k. The Licensee shall issue a numbered receipt for all revenues and fees received and shall retain a copy of each receipt. Receipt books shall be open for inspection by the County.

2. Annual License Fee

The County reserves the right to request annual license fees, as agreed to by the parties in writing.

3. Advertising

- a. It is in the best interests of the County and the Licensee to maximize participation in the activities at the Licensed Premises and it is agreed that all parties will use their best efforts to promote the operation and programs of "Long Island Live Steamers, Inc." at the Licensed Premises. The Licensee agrees to expend a minimum of

Term: 1/1/11-12/31/2020; 2-5 yr. options

Rev. 8/1/12

\$250.00 for Commissioner-directed advertising each and every year of the Agreement, and any extension thereof, on advertising and promotions. This amount is to be paid each year to the County, only to be used for production and distribution of Department newsletters, brochures and fliers.

- b. All advertising and signage under this agreement is subject to prior review and approval by the Department and must reflect the County's ownership of the Licensed Premises. Said approval shall not be unreasonably withheld or delayed.
- c. All brochures, media advertisement, and similar copy to be released, disseminated to the public or distributed in any manner shall be in good taste, consistent with County's mission and policies, reflect the County's ownership of the Licensed Premises. Such materials shall be provided to the Commissioner no less than forty-eight (48) hours prior to the release, dissemination or distribution of the material. The Commissioner reserves the right to reasonably and promptly object to the form and content of any such material, and the Licensee agrees to discontinue or withhold the release, dissemination and distribution of any such material unless and until there has been resolution of the objection. In the event there is no resolution, the material may not be released.
- d. Requirements for Commissioner-directed advertising, as described in subparagraph a. above shall be complete no later than April 1st of each year of this Agreement, and any extension thereof.

4. Payment Terms

- a. The Licensee shall pay any charges for services supplied and billed by the County as set forth in this Agreement. All remittances required under this Agreement shall be made payable to the "Suffolk County Department of Parks, Recreation and Conservation."
- b. The Licensee shall be liable for a penalty of one and one half percent (1 ½%) per month for any sum as set forth above at subparagraph a. that is not paid when due. Such penalty shall be compounded monthly until the outstanding balance is paid in full. For any payment which is less than thirty (30) days, the penalty shall be assessed at the rate of five one hundredths of one percent (.05%) per day.
- c. The obligations of this paragraph shall survive termination of this Agreement.

5. Comptroller's Rules and Regulations for Consultant Agreements

The Licensee shall comply with the "Comptroller's Rules and Regulations for Consultant Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the term of this Agreement. The County shall provide the Licensee with a copy of any amendments to the "Comptroller's Rules and Regulations for Consultant Agreements" during the term of this Agreement.

6. License for Copyrighted Materials

The Licensee shall be required to procure a license from copyrighted artists' representatives, including, but not limited to, such organizations as SESAC, BMI, and ASCAP, that authorizes the reproduction of any copyrighted materials by the Licensee, its officers, officials, employees, subcontractors, sub-licensees, invitees, or agents on the Licensed Premises.

End of Text for Exhibit "E"

Law No. 30-PK-009
Term: 1/1/11-12/31/2020; 2-5 yr. options
Rev. 8/1/12

Long Island Live Steamers, Inc.

Exhibit F
Suffolk County Resolution No. _____-2012

Law No. 30-PK-009

Term: 1/1/11-12/31/2020; 2-5 yr. options

Rev. 8/1/12

Long Island Live Steamers, Inc.

Exhibit G
Site Map of Licensed Premises

SKEET RANGE 1912

TO HORSE STABLE

ENTRANCE

GERARD AVE

L.I.L.S. PARKING LOT

SEE OR.NR. LSSCP-01 FOR DETAILS.

ELEVATED TRACK
3.5 AND 4.75' GAUGE

GROUND LEVEL TRACK
7.25' GAUGE
LONG ISLAND
LIVE STEAMERS



FIRE ROAD

BOUNDARY
(HEAVY LINE)

FIELD

FIRE ROAD



MAR 28 2009

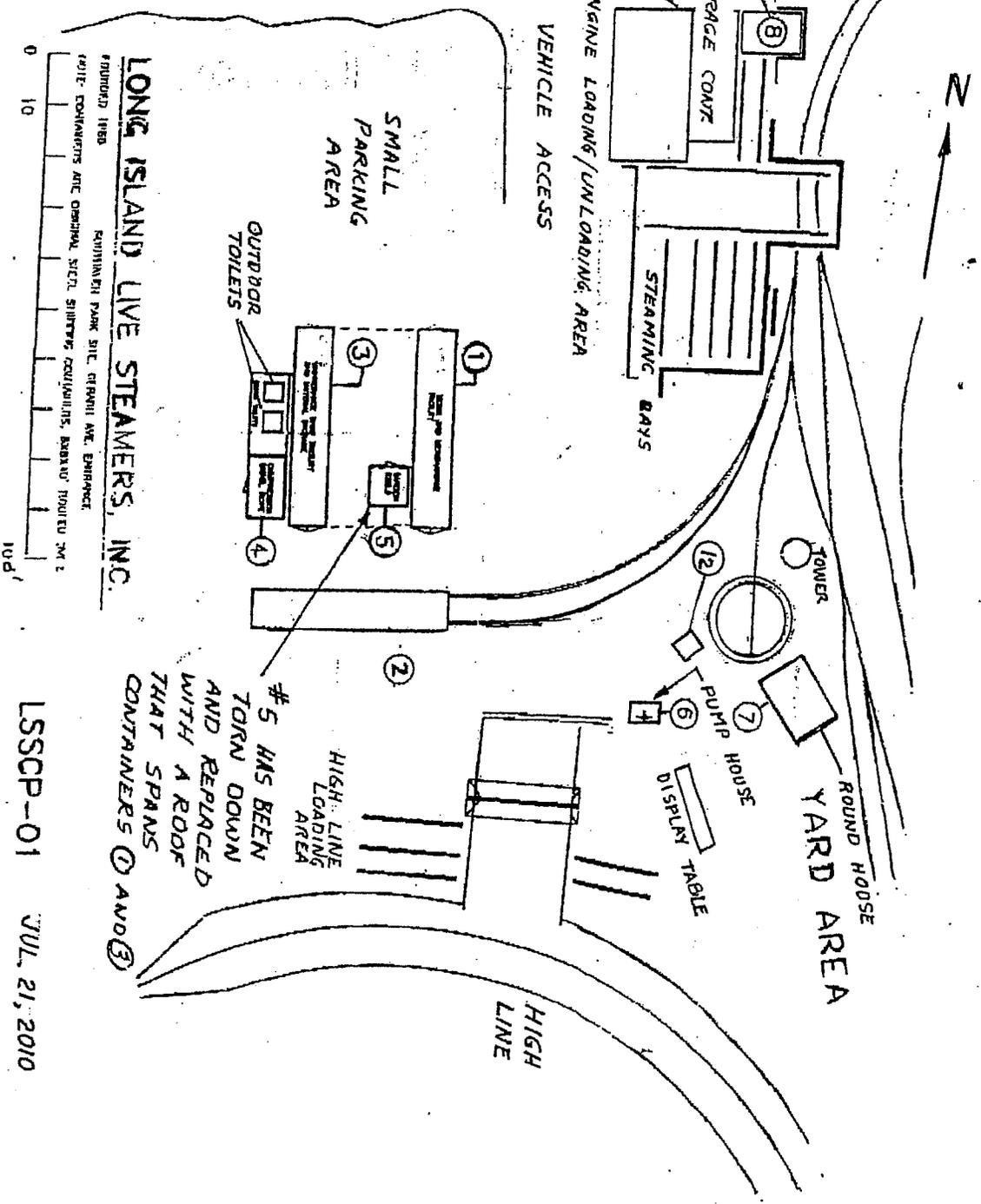


FROM : Lindemann

FAX NO. :

Jul. 16 2012 03:18PM P1

- 1. Food Service/Souvenir and Merchandise Facility
- 2. Maintenance Shop Facility (1 and 3 have been joined into one building)
- 3. Metal Railroad Car Storage Container
- 4. Compressor Shed
- 5. Tool shed has Been Removed
- 6. Pump House Shed
- 7. Round House Facility
- 8. Loader Storage Building
- 9. Signal/Switch Tower
- 10. Car Storage Containers
- 11. Ticket booth



5 HAS BEEN
TORN DOWN
AND REPLACED
WITH A ROOF
THAT SPANS ① AND ③

LSSCP-01 JUL. 21, 2010

LONG ISLAND LIVE STEAMERS, INC.

FOUNDED 1968
ROUNDTOWN PARK SITE, CLEVELAND AVE., ENRIENET
FAIR- CONTAINERS ARE ORIGINAL STEEL SHIPPERS, COILS/ROLLS, BAR/RAIL, POUNDING SHIP

0 10
100'

Law No. 30-PK-009
Term: 1/1/11-12/31/2020; 2-5 yr. options
Rev. 8/1/12

Long Island Live Steamers, Inc.

Exhibit H
Long Island Live Steamers Operations and Safety Manual

Exhibit H

**LONG ISLAND
LIVE STEAMERS**

**OPERATIONS
AND
SAFETY
MANUAL**

NOVEMBER 1997

LONG ISLAND LIVE STEAMERS
SAFETY MANUAL

A PURPOSE

The purpose of this manual is to list the responsibilities and requirements for ensuring the safe operation of the LONG ISLAND LIVE STEAMERS facility.

B GENERAL RULES

All members have the responsibility to ensure that before running:

1 Fire buckets are placed next to each water barrel, for both the ground line and the high line, regardless if any steam engines are running. Fire barrels should be filled when required.

2 All necessary track switches are set to allow for normal operation.

3 All water hoses are attached at the water towers, stations, steaming bays, and inside loop siding.

4 All signals are connected and are in working order.

5 On public run days, the appropriate safety and control measures are to be instituted. This includes marking off areas for the steaming bays, service areas, roundhouse, and station waiting areas. Placing the appropriate safety and warning signs in position.

6 Fire extinguishers are placed at the station and steaming bays. Extinguishers should also be provided in the kitchen, machine shop, and in all containers permanently. They should be periodically inspected by the members of the safety committee.

7 Both tracks, ground line and high line, must be walked and switches checked for debris, damaged or any other irregularities. A "Deadhead" train must be run, without passengers, before starting operation. Any trouble must be reported to both the Stationmaster and/or a club officer.

8 No one under 18 years of age or younger shall operate a train on the mainline while public riding is in effect unless under the direct personal supervision of the engines owner.

9 All club members should be familiar with the table of

LOCOMOTIVE WHISTLE SIGNALS.

The common signals are:

Proceed =====

Backup === === ===

Stop ===

Warning ===== ===

(approaching bridge, crossover, or blind spot)

Call for orders === === === ===

Stop on main line	=====	===	===	===	
(flag man out to rear					
Call in flag man	===	===	===	===	
Someone on track	===	===	===	===	===
Need help	=====	===	===	===	===
Approaching station	=====				
Grade crossing	=====	=====	===	=====	

10 When using the electric loaders, a trained authorized member is present to operate.

11 Park only in authorized spaces, keeping the fire lanes open.

12 When using power equipment in the machine shop, safety equipment such as safety glasses shall be used. Another club member should be notified of a person using any power equipment.

13 Gasoline and other flammable material must be kept in approved containers and stored in appropriate areas.

During the course of the day, all members should check to see that:

1 No unauthorized persons are allowed within, or on top of, any container, or structure, walking in the track and storage areas, within the steaming bays, transfer table areas or on the roundhouse.

2 No running or roughhousing within the track and storage areas; and that good order is maintained.

C RESPONSIBILITIES - GROUNDLINE

STATIONMASTER:

The stationmaster is responsible for the safe and orderly loading and unloading of passengers and train operations. The stationmaster has the authority, if needed, to curtail or suspend train operations if there is a safety problem. If a problem does occur, he is authorized to take whatever action is necessary, to ensure safety. This includes pulling train or engineer out of service for safety violations or closing the track. He is then to consult with either the club president or the highest ranking officer present on further action. It is recommended the he has a minimum of one assistant to help him.

The stationmaster should check for the following:

1 Both tracks, ground line and high line, have been inspected prior to running and carrying passengers.

2 Both tracks, ground line and high line, have been inspected for any debris after any derailment, and reported that track is in satisfactory condition.

3 He should supervise the loading and unloading of passengers. He is to help the engineer on arranging the passengers for both car balance and weight. In particular, he must make mention of the rules to be observed by the passengers:

A Keeping the arms and legs inside the cars

B Keeping the feet up on the running boards at all times

to normal jogging speed.

10 Slow speeds are to be observed at the double crossover, bridge, entering and leaving the station, and yard areas.

11 He is to notify the stationmaster of any special requirements such as specific track assignments or loading requirements.

12 If necessary to make a stop on the mainline, he must send out a flagman to protect the end of the train, and instruct the passengers.

13 At no time are any trains, with passengers, to traverse the transfer table.

14 If the engineer desires to load special guests or family, other than at the station, he will load them at the groundline water tank or the siding after the transfer table leading to the mainline.

15 All engineers should be familiar with the table of locomotive whistle signals.

FLAGMAN.

The flagman is responsible for enforcing the safety rules of the club given by the stationmaster and protecting the end of the train in case of a stop. If he sees or finds any unsafe condition by either passengers or the equipment, he is to notify the engineer and the stationmaster.

1 He is to enforce the safety rules as given by the stationmaster and his engineer. This is true during signal or unscheduled stops.

2 He is to have a red flag and whistle for visual and/or sound warnings.

3 He is to protect the rear of the train for unscheduled stops. He is to go back about 50 feet to red flag any oncoming traffic.

SWITCHMAN.

The switchman is responsible for the flow and track assignments into the station. He is to coordinate the station traffic flow with the stationmaster on the track assignments. Priority will be given to using the 3 station tracks; # 2,3,4. Track 1 is the overflow track. This track will be used at the discretion of the stationmaster. The switchman, if unsure, will consult the stationmaster for any track assignments. THE DECISION OF THE STATIONMASTER IS FINAL ON TRACK ASSIGNMENTS. HIS DECISION CAN ONLY BE COUNTERMANDED BY THE CLUB PRESIDENT.

He is also to enforce the slow speed restrictions on the double crossover and entering the station.

YARDMASTER.

The yardmaster is responsible for coordination of all the siding and layover tracks with the train equipment on the line. Only Authorized persons are allowed in these areas, including the sidings, storage, rounhouse, and steaming bay areas. He is to

work closely with the stationmaster on the movement of equipment.

D RESPONSIBILITIES - HIGHLINE.

ENGINEER;

The engineer, on the highline has the responsibility for the safe operation of his train. He is to check:

- 1 That his train has a braking system, and whistle or horn. If he finds any abnormality or unsafe condition present, he is to immediately discharge his passengers and pull his train out of service.
- 2 That he is aware of his fuel status. For steamers; water level and pressure are within safety levels and fuel level is sufficient.
- 3 His engine and control car are "hard coupled" either by drawbar or chain.
- 4 Making a minimum of 1 test run around the track before taking on passengers.
- 5 All gasoline powered engines are prohibited from refueling in the station area or have any passengers on board at that time. Gasoline refueling shall be done in the servicing area
- 6 Minimum distance between trains should not be less than 50 feet or approximately 6 rail sections in length.
- 7 Operate at scale speeds. Scale speed is normal jogging speed.
- 8 All engineers should be familiar with the table of locomotive whistle signals.

All members shall have a copy of these rules for their information. If any further information or the need arises for an update or change to these rules, contact any member of the safety committee.

Safety Organization:

The recommendation and formatting for any change to these rules must be routed through the safety committee.

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF NON-APPLICABILITY VOLUNTEER/NOT-FOR-PROFIT ORGANIZATION
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
Suffolk County Code, Chapter 234 (2006)

To Be Completed By the Local Law Compliance Unit

DATE: September 24, 2012

TO: Cindy Heuer, S. C. Department of Parks, Recreation & Conservation

FROM: Brenda Rosenberg, Director

TELEPHONE#: 631 853-5630

EMPLOYER: Long Island Live Steamers

VENDOR #: 11-2575889

REF.: Railroading Club

You are hereby notified that the submission from Long Island Live Steamers has been received by the Local Law Compliance Unit of the Suffolk County Department of Labor. We agree that the organization/corporation is a not-for-profit and has no employees. If an employee calendar year the Department of Labor or the Awarding Agency will be immediately notified and the not-for-profit organization corporation will comply with all the applicable provisions of the Lawful Hiring of Employees Law.

LHE-11

(11/08)

SUFFOLK COUNTY DEPARTMENT OF LABOR
VOLUNTEER NOT-FOR-PROFIT PAPERWORK REDUCTION REQUIREMENTS
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

Suffolk County Code, Chapter 234 (2006)

1) NAME OF ORGANIZATION/CORPORATION: _____

LONG ISLAND LIVE STEAMERS

2) ADDRESS: 175 GERRARD AVE.

YAPHANK, N.Y.

3) FEDERAL ID #: 11-2575889

4) CONTACT: TOM DUNN 5) TELEPHONE #: 631-772-8025

6) BRIEF DESCRIPTION OF CONTRACT, PROJECT OR SERVICE:

LARGE SCALE MODEL RAILROADING CLUB
OFFERING RIDES AND EDUCATION TO THE PUBLIC
NOT-FOR-PROFIT

Thomas Dunn hereby certifies under penalties of perjury that I am an officer of LONG ISLAND LIVE STEAMERS organization/corporation authorized to provide this certification, that the organization/corporation is not-for-profit and that it has no paid employees. If an employee is hired for compensation during the current calendar year, the Department of Labor or the Awarding Agency will be immediately notified and the not-for-profit organization/corporation shall comply with all the applicable provisions of the Lawful Hiring of Employees Law.

Authorized Signature

9/6/12
Date

Thomas Dunn President
Print Name and Title of Authorized Representative

LHE-10 (11/08)

**SUFFOLK COUNTY DEPARTMENT OF LABOR – LOCAL LAW
COMPLIANCE UNIT**

**NOTICE OF NON-APPLICABILITY VOLUNTEER/NOT-FOR-PROFIT
ORGANIZATION – LIVING WAGE**

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

To Be Completed By The Local Law Compliance Unit

DATE: September 24, 2012

TO: Cindy Heuer, S. C. Department of Parks, Recreation & Conservation

FROM: Brenda Rosenberg, Director

TELEPHONE #: 631 853-5630

EMPLOYER: Long Island Live Steamers

VENDOR #: 11-2575889

REF.: Railroading Club

You are hereby notified that the response from Long Island Live Steamers has been evaluated by the Local Law Compliance Unit of the Suffolk County Department of Labor. We agree that the organization/corporation is a not-for-profit and has no employees. If an employee is hired during the current calendar year the department of Labor or the Awarding Agency will be immediately notified and the not-for-profit organization/corporation will comply with all the applicable provisions of the Living Wage Law.

Brenda Rosenberg
Director of Local Law Compliance Unit
Suffolk County Department of Labor

LW-43
(11/08)

1) NAME OF ORGANIZATION/CORPORATION: _____

LONG ISLAND LIVE STEAMERS

2) ADDRESS: _____

175 GERRARD AVE.

YAPHANK, N.Y.

3) FEDERAL ID #: 11-2575889

4) CONTACT: TOM DUNN

5) TELEPHONE #: 631-772-8025

6) BRIEF DESCRIPTION OF CONTRACT, PROJECT OR SERVICE:

Large scale Model Railroading Club

Offering Rides And Education To The Public
Not For Profit

Thomas Dunn hereby certifies under penalties of perjury that I am an officer of LONG ISLAND LIVE STEAMERS organization/corporation authorized to provide this certification, that the organization/corporation is not-for-profit and that it has no paid employees. If an employee is hired for compensation during the current calendar year, the Department of Labor or the Awarding Agency will be immediately notified and the not-for-profit organization/corporation shall comply with all the applicable provisions of the Living Wage Law.

Authorized Signature

9/6/12
Date

Thomas Dunn President
Print Name and Title of Authorized Representative

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I

Check if
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3 I)

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): _____

OUR ORGANIZATION DOES NOT HAVE EMPLOYEES

Section III

Contractor Name: Long Island Live Steamers Federal Employer ID#: 11-25-75889
Contractor Address: 175 Gerrard Ave Amount of Assistance: 0
Yaphank, NY Vendor #: _____
Contractor Phone #: 631-772-8025

Description of project or service: Large Scale Model Railroading Club
offering Rides + Education to the Public

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.



Authorized Signature

9/6/12

Date

Thomas Dunn President

Print Name and Title of Authorized Representative

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

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County. In the event contractor/vendor is exempt from completing paragraphs numbered 1 through 11 below, so indicate at paragraph number 12 below setting forth the reason for such exemption. Notwithstanding such exempt status, you must execute this form below before a notary public.

1. Contractor's/Vendor's Name Long Island Live Steamers, Inc.
Address _____
City and State _____ Zip Code _____
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. _____
4. Type of Business Corporation Partnership Sole Proprietorship Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

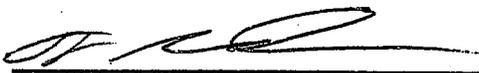
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.
9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. If you are one of the entities listed below at a) through c) or you qualify under d) below, you are exempt from completing paragraphs numbered 1 through 11 herein:
- a) Hospital
 - b) Educational or governmental entities
 - c) Not-for-profit corporations
 - d) Contracts providing for foster care, family day-care providers or child protective services

Please check to the left side of the appropriate exemption.

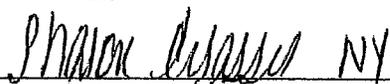
13. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: 9/6/12 Signed: 
 Printed Name of Signer: Thomas Duan
 Title of Signer: President
 Name of Contractor/Vendor: LONG ISLAND LIVE STEAMERS.

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

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

On the 6 day of Sept in the year 2012 before me, the undersigned personally appeared Thomas Duan personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 NY
 (signature and office of individual taking acknowledgment)

SHARON ELSASSER
Notary Public - State of New York
No. 01EL6229942
Qualified in Suffolk County
My Commission Expires Oct. 25, 2014

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: JON SCHNEIDER, Deputy County Executive

FROM: GREG DAWSON, Commissioner 

CC: REGINA M. CALCATERRA, Chief Deputy County Executive

DATE: OCTOBER 19, 2012

RE: INTRODUCTORY RESOLUTION AUTHORIZING A LICENSE AGREEMENT
WITH THE LONG ISLAND LIVE STEAMERS, INC. AT SOUTHAVEN
COUNTY PARK, YAPHANK

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-Authorizing License Agreement with Long Island Live Steamers.doc".

The Long Island Live Steamers, Inc. (Live Steamers) has been operating large model train rides for the general public at Southaven County Park since around 1968. The Live Steamers share the history, knowledge, experience, and enjoyment of steam machinery and railroads in a way that is enjoyed by people of all ages. The Parks Department supports continuing the County's relationship with the Live Steamers.

To that end, the Department is submitting this draft resolution for consideration and respectfully requests the authorization of a new license agreement with the Live Steamers for a term of ten (10) years with two (2) optional terms of an additional five (5) years. This agreement will allow the Live Steamers to continue to offer train rides for the general public in a designated area of Southaven County Park at no cost to the County.

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

Enclosures

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation 2171 Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation AUTHORIZING A LICENSE AGREEMENT WITH THE LONG ISLAND LIVE STEAMERS, INC. AT SOUTHAVEN COUNTY PARK, YAPHANK		
3. Purpose of Proposed Legislation Authorizing the Parks Department to enter into a license agreement with the Long Island Live Steamers, Inc. to offer large scale model train rides to the general public at Southaven County Park.		
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 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 Impact N/A		
10. Typed Name & Title of Preparer Tom Malanga Grants Analyst Dept. of Parks, Recreation & Conservation	11. Signature of Preparer 	12. Date 10/19/2012

Debra Kolyer
Principal Financial Analyst 

11/16/12

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

2171

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, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Intro. Reso. No. 2172-12

Laid on Table 12/4/12

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

RESOLUTION NO. -2012, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$71,890 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, TO TARGET SPEEDING, AGGRESSIVE, AND DISTRACTED DRIVING, WITH 78.90% SUPPORT.

WHEREAS, the State of New York Governor's Traffic Safety Committee has awarded \$71,890 in Federal Highway Safety pass-through funds to the Suffolk County Police Department to perform targeted enforcement of speeding, aggressive, and distracted driving behaviors, and to fund Operation Safe Stop; and

WHEREAS, the operational period of the program will be from October 1, 2012 through September 30, 2013; and

WHEREAS, said grant funds totaling \$71,890 have not been included in the 2012 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>
115-4398-Federal Aid: STEP 13	\$71,890

ORGANIZATIONS:

Police Department (POL)
STEP 13
115-POL-3617

<u>1000-Personal Services</u>	<u>\$71,890</u>
1120-Overtime Salaries	71,890

and be it further

2nd RESOLVED, that the fringe benefits of \$19,231 associated with the overtime salaries for this grant are included in the 2012 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.

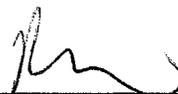
DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

2172

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 \$71,890 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, TO TARGET SPEEDING, AGGRESSIVE, AND DISTRACTED DRIVING, WITH 78.9% 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		
This resolution provides \$71,890 for targeted enforcement to stop speeding, aggressive and distracted driving. Matching funds totaling \$19,231 are included in the operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
This grant must be expended between October 1, 2012 and September 30, 2013.		
8. Proposed Source of Funding		
New York State 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		11-13-2012

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

2172

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, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 5/30/12 REV 11/7/12
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date 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 STEP (Selective Traffic Enforcement Program) 13	
2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Public Law 112-5, Surface Transportation Extension Act of 2011, National Highway Traffic Safety Administration, administered by the State of New York Governor's Traffic Safety Committee.	
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 grant will allow the Suffolk County Police Department to continue to perform selective traffic law enforcement projects targeting speeding, aggressive and distracted driving, routine commercial vehicle traffic safety enforcement as well as Operation Safe Stop.	
5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) Suffolk County Police Department	

II. BUDGET INFORMATION	
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1. Term of Contract	From: 10/01/2012	To: 9/30/2013
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2. Financial Assistance Requested						
SOURCE	NINTH FUNDING CYCLE		TENTH FUNDING CYCLE		ELEVENTH FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$105,570	83.79%	\$62,790	81.53%	\$71,890	78.90%
State	\$	%	\$	%	\$	%
Private	\$	%	\$	%	\$	%
County	\$20,419	16.21%	\$14,222	18.47%	\$19,231	21.10%
Total	\$125,989	100%	\$77,012	100%	\$91,121	100%

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:	\$19,231	\$	\$19,231
A. Cash Contribution	\$19,231	\$	\$19,231
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 2012

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	71,890 71,890			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2090 Radio and Communication 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3310 Clothing and Accessories 3500 Other Unclassified 3680 Repairs: Special Equipment 3770 Advertising				
4000 UTILITIES: 4010 Telephone & Telegraph 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2012

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		19,231.00 18,188.00 1,043.00		These expenses are not eligible for reimbursement under this program
OTHER (List Source & Brief Explanation)				

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 %
Police Officer	6	87.78/hr OT	Various	GRANTOR 100%
Sergeant		103.55/hr OT	Various	COUNTY 100%

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

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

Submitting Department
(Dept. Name & Location)

Department Contact Person
(Name & Phone No.)

Suffolk County Police Department
30 Yaphank Avenue, Yaphank, New York

Sarah Furey, Senior Grants Analyst
852-6042

Resolution Involves:

Technical Amendment

New Program

Grant Award

Contract (New ___ Rev. ___)

Explanation of Proposed Resolution

Accepting and appropriating a grant in the amount of \$71,890 from the State of New York Governor's Traffic Safety Committee, to perform selective traffic law enforcement projects targeting speeding, aggressive and distracted driving, routine commercial vehicle traffic safety and Operation Safe Stop with 78.90% support.

Summary of Resolution Benefits

Acceptance and approval of this resolution will enable the Suffolk County Police Department to utilize \$71,890 from the State of New York Governor's Traffic Safety Committee to fund a traffic enforcement program targeting aggressive and distracted driving, speeding, and routine commercial vehicle traffic safety.

**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 \$71,890 from the State of New York Governor's Traffic Safety Committee, to target speeding, aggressive and distracted driving, and commercial vehicle safety with 78.90% support.

3. Purpose of Proposed Legislation

To accept \$71,890 from the State of New York Governor's Traffic Safety Committee to fund the Suffolk County Police Department's Aggressive Driving and Speed Enforcement Program, targeting speeding and aggressive and distracted driving behaviors.

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 fringe benefit costs of approximately \$19,231 will be incurred through September 30, 2013. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding

National Highway Traffic Safety Administration, Department of Transportation, passed through the State of New York Governor's Traffic Safety Committee.

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer

Susan C. Krause
Grants Technician

11. Signature of Preparer



12. Date

11/7/12



ANDREW M. CUOMO
Governor

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



BARBARA J. FIALA
Chair

2172

October 25, 2012

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

Re: STEP-2013-Suffolk Co PD -00102-(052)
Selective Traffic Enforcement Program (STEP)
DMV01-C002085-3700393
EFFECTIVE DATE: October 1, 2012

Dear Sr. Grants Analyst Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Suffolk County has been awarded \$71,890 to participate in the statewide "Selective Traffic Enforcement Program." Our goal is to reduce aggressive driving and speeding. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller. Please review your approved budget as it may have been changed from the requested amount.

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 this very important statewide 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: Jeffrey Goldberg
Angela Kohl

AGREEMENT

GRANT NUMBER:
STEP-2013-Suffolk Co PD -00102-(052)

CONTRACT NUMBER:
DMV01-C002085-3700393

1. PARTY OF THE FIRST PART
Suffolk County

2. DATE OF AGREEMENT
October 1, 2012

3. FUNDING AMOUNT FOR THE PERIOD
Seventy-one thousand, eight hundred ninety and 00/100 dollars

Dollars (\$71,890)

4. CONTRACT PERIOD FROM: 10/1/12 TO: 9/30/13

5. DESCRIPTION OF PROJECT

Selective Traffic Enforcement Program - STEP
STEP-2013-Suffolk Co PD -00102-(052)

6. APPENDICES attached hereto and incorporated into and made a part of this agreement:

- APPENDIX A Standard clauses as required by Attorney General for all State contracts.
- APPENDIX B Grant application with budget and work plan.
- APPENDIX X No cost time extension

7. CONTRACTOR STATUS

Municipality Yes
Not-for-Profit Organization Yes

If the contractor is a municipality, it is not necessary to complete this part.

Charity Registration Number [] [] - [] [] - [] []

Contractor has _____/has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

-or-

Exempt []

Reason for Exemption: _____

MADE by and between the GOVERNOR'S TRAFFIC SAFETY COMMITTEE, a NYS Agency, existing under the laws of the State of New York, with its principal offices located at Empire State Plaza, Albany, New York 12228 hereinafter referred to as the "COMMITTEE," and the party of the first part identified in Box 1 above, and hereinafter referred to as the GRANTEE.

WITNESSETH:

WHEREAS, the Congress of the United States has enacted Public Law 89-564, as amended, entitled "An Act to Provide for a Coordinated National Highway Safety Program Through Financial Assistance to the States to Accelerate Highway Traffic Safety Programs, and for Other Purposes"; and

WHEREAS, COMMITTEE has been designated by the Governor by Executive Order No. 22, dated April 27, 1967, pursuant to Article 16-A of the Executive Law, to act on behalf of the Governor and to represent and act for the State in dealing with the Secretary of Transportation for the purpose of carrying out the provisions of said Public Law 89-564, as amended; and

WHEREAS, the Regional National Highway Traffic Safety Administrator has approved the State's current Highway Safety Program and said Program contains a supplement embracing the COMMITTEE approved project described on the attached grant application; and

WHEREAS, COMMITTEE wishes to undertake the aforesaid project; and

NOW, THEREFORE in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. Scope of Work and Conditions of Agreement

A. Funding for the grant PERIOD shall not exceed the funding amount specified on the face page hereof.

B. GRANTEE agrees to use its best efforts to conduct and carry out PROJECT described in the Project Grant Application and Proposal, which is attached to and made an integral part of this Agreement as Appendix B. The funds shall be expended in accordance with the budget schedule, which is a part of the Grant Application and Proposal, and with all applicable Federal, State and local laws, rules and regulations.

C. The GRANTEE shall execute and complete the approved project in accordance with the time schedule set forth in the project proposal. Failure to render satisfactory progress or to complete this project to the satisfaction of the COMMITTEE may be cause for the suspension of all obligations of the COMMITTEE or State under this agreement.

D. Any contracts entered into by the GRANTEE shall be awarded in accordance with the provisions of all applicable Federal, State and local laws, rules and regulations. The GRANTEE shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the COMMITTEE under this Agreement. No contractual relationship shall be deemed to exist between the subcontractor and the COMMITTEE.

E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

F. No officer or employee of the GRANTEE whose principal employment is in connection with any activity which is financed in whole or in part pursuant to the agreement shall take part in any of the political activity prescribed in the Hatch Political Activity Act, 5 U.S.C. 118k (1958), with the exceptions therein enumerated.

G. No official or employee of the GRANTEE who is authorized in his official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the project, shall have any financial or other personal interest in any such contract or subcontract.

H. The funds made pursuant to this agreement will not be used for any partisan political activity that may influence legislation or the election or defeat of any candidate for public office.

2. Payment and Reporting

A. In full and complete consideration of GRANTEE performance under this Agreement, COMMITTEE shall reimburse GRANTEE for allowable costs incurred in accordance with the terms of this Agreement, a sum not to exceed the amount noted in Box 3 on the face page, which shall be spent in accordance with the Budget included in the Project Grant Application and Proposal (Appendix B). Reimbursement shall be made to GRANTEE upon submission of standard NYS Vouchers to COMMITTEE as provided below. GRANTEE shall submit a quarterly voucher of costs incurred by GRANTEE in the performance of this Agreement and claimed to constitute allowable costs.

B. The GRANTEE shall promptly submit such reports as the COMMITTEE may request.

C. The GRANTEE shall meet the audit requirements specified by the COMMITTEE.

3. Contract Payments

Grantee shall provide complete and accurate billing invoices to the Committee in order to receive payment. Billing invoices submitted to the Committee must contain all information and supporting documentation required by the Contract, the Committee and the State Comptroller. Payment for invoices submitted by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstance. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Grantee acknowledges that it will not receive payment on any 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.

4. Term

The term is set forth on the face page of the Agreement.

5. Termination

The COMMITTEE may terminate the PROJECT immediately, upon written notice of termination to the GRANTEE, if the GRANTEE fails to comply with the terms and conditions of this PROJECT and for any laws, rules, regulations, policies or procedures affecting this proposal. In the event of termination, COMMITTEE shall reimburse GRANTEE for contractual commitments and financial obligations incurred by GRANTEE in performance of this Agreement prior to such termination, if such financial obligations or contractual commitments cannot be canceled by GRANTEE.

6. Financial Records

A. GRANTEE shall maintain satisfactory financial accounts, documents, and records, which shall be made available to COMMITTEE, the State Comptroller, and the Controller General of the United States, or any of their duly authorized representatives for auditing at reasonable times. Such accounts, documents, and records shall be retained by GRANTEE for six (6) years from the date of the submission of a final voucher.

B. The GRANTEE shall permit periodic site visits by COMMITTEE personnel to insure work progress in accordance with the approved project, including a final inspection upon project completion.

C. Property and equipment acquired or developed pursuant to this agreement shall be available for inspection by COMMITTEE personnel upon request.

7. Proprietary Information

It is understood that in the course of carrying out this Agreement, COMMITTEE and GRANTEE may wish to share proprietary information. The parties agree to use their best efforts to prevent disclosure of information which is clearly marked as proprietary to anyone other than those individuals who have a need to know this information for purposes of carrying out their obligations in connection with this Agreement.

8. Indemnification

A. The GRANTEE shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the GRANTEE or its subcontractors pursuant to this AGREEMENT. The GRANTEE 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.

B. The GRANTEE is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

9. Publications

GRANTEE agrees that all data and reports developed as part of PROJECT may be used by COMMITTEE, but that dissemination, publication, or distribution of these data or reports by GRANTEE or individual participants shall also be permitted following a thirty (30) day preview period which will be provided to COMMITTEE.

10. Assignment

The GRANTEE agrees not to assign, transfer, convey or otherwise dispose of this contract or any part thereof or of its right, title, or interest therein, or its power to execute such contract, to any other person, company or corporation without the previous consent in writing of the COMMITTEE.

11. Governing Law

This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of New York, USA, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

12. Modifications

A. Any proposed change in contract term or change in scope of work not previously approved by OSC requires a contract amendment, and may require either a Contract Reporter Exemption, or a new procurement. The agency must submit a proposed amendment to OSC immediately for any such proposed change. Scope changes requested of OSC after the fact may be denied. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval.

B. For no-cost time extension requests, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). 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, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines.

13. Severability

The provisions of this Agreement are separable, and in the event any provisions of this Agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

14. Executory Clause

This Agreement shall be deemed executory only to the extent of the monies actually received by COMMITTEE under its agreement with the United States. In no event shall the financial obligation of COMMITTEE exceed the total amount received under such grant for purposes of this Agreement. In the event Federal funds should not be available, the GRANTEE shall bring the project to a point of usefulness to be agreed upon by the COMMITTEE and the GRANTEE.

15. Required Clauses

The provisions of Appendix A (standard clauses for New York State Contracts), attached hereto, is incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all intending to be legally bound hereby.

AGENCY CERTIFICATION

GRANTEE'S SIGNATURE

By: _____

Date: _____

GOVERNOR'S TRAFFIC SAFETY COMMITTEE

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.

By: _____
Charles DeWeese
Assistant Commissioner

Date: _____

NOTARY FOR GRANTEE:

STATE OF NEW YORK

COUNTY OF _____)

) SS: _____)

On this _____ day of _____ 20____, before me personally came; _____ to me known, who being duly sworn, did depose and say the (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name thereto by like order.

(Notary) _____

Approved as to Form

ERIC T. SCHNEIDERMAN
Attorney General

By: _____
Attorney General

Date: _____

Approved and Filed

THOMAS P. DINAPOLI
State Comptroller

By: _____
For the Comptroller

Date: _____

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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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

December, 2011

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.

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.

Applicant And Project Information

Project Information

Project Title

Selective Traffic Enforcement Program - STEP

Synopsis

Selective traffic law enforcement projects targeting speeding, dangerous, aggressive and distracted driving, pedestrian safety, routine commercial vehicle and motorcycle enforcement projects and Operation Safe Stop.

Applicant Agency

Organization Address

Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980
Phone: 631-852-6042
Fax: 631-852-6666

Project Director

Sarah Furey

Contact Information

Sr. Grants Analyst
Command 5240
30 Yaphank Avenue

Yaphank, NY 11980
Phone: (631)852-6042
Fax: (631)852-6666
E-mail: fureysar@suffolkcountyny.gov

CC Person

Jeffrey Goldberg

Fiscal Agent

Angela Kohl

Contact Information

Accountant
Riverhead County Center
300 Center Drive (Rm N216)
Riverhead, NY 11901
Phone: (631) 852-2812
Fax: (631) 852-2579
E-mail: angela.kohl@suffolkcountyny.gov

✓ I certify that this agency is in compliance with the New York State requirement to carry Workers' Compensation and Disability Insurance.*

All agencies must have a NYS Vendor ID number. Consult your agency Fiscal Agent or see <http://www.osc.state.ny.us/vendors/vendorsguide/guide.htm>

If you are a government agency you must have a Payee ID.

If you are a nonprofit agency you must have a Federal ID.

If your DUNS number does not appear on this page, enter it in your Organization Information page. DUNS numbers are required.

If your Vendor ID Number does not appear on this page, enter it in your Organization Information page.

Conditions

Conditions

The federal fiscal year runs from October 1 through September 30. Projects are funded for one year, and each project period must coincide with the federal fiscal year, with an October 1 start date and an ending date of September 30.

Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted each year.

Activities and items being charged to the grant must be directly related to the approved project objectives. Costs charged to the grant need to be necessary, reasonable and allocable to the approved budget.

This is a reimbursement program. The applicant incurs the costs of the project and is reimbursed by the GTSC through the New York State Comptroller according to the approved budget. All costs must be documented and the reimbursement request must be submitted through eGrants. The voucher generated through eGrants must be signed and submitted with supporting backup documentation. Any changes in the approved budget must be submitted through eGrants to the GTSC for approval before the costs are incurred and the reimbursement requested.

Payment for vouchers submitted by the Grantee shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstance. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this 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.

Public Information and Education material, products or campaigns developed for this project **must** have prior GTSC approval for content and text or be subject to non-reimbursement. Materials must include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee."

Large commodity orders and equipment required to conduct the project activities as described in the proposal must be ordered and received by July 31.

The deadline for submitting vouchers on eGrants for reimbursement of project costs is October 31. All allowable costs incurred during the grant year for use during the period of October 1 to September 30, must be claimed on a voucher and submitted to GTSC by October 31. NHTSA will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Vouchers must be submitted quarterly.

Progress reports are due April 15 and October 15. Reports must be submitted through eGrants.

STEP Narrative

Fatalities and personal injuries resulting from motor vehicle crashes continue to be a serious societal problem. A large percentage of these traffic crashes can be directly attributed to speeding, dangerous driving, aggressive driving and distracted driving behaviors. While public information and education efforts help to prevent some of these incidents, directed traffic law enforcement is the proven key to reducing these dangerous behaviors and their resulting crashes.

This agency agrees to participate in the Governor's Traffic Safety Committee (GTSC) Federal Fiscal Year 2013 "STEP" To Reduce Dangerous Driving Behaviors Program. "STEP" is an acronym for Selective Traffic Enforcement Program, which refers to planned enforcement activities targeting identified crash causing traffic violations and/or behaviors at their specific times and places of occurrence.

As a participant in this program this agency agrees to analyze its crash problem with respect to where, when and why they are occurring and to develop enforcement strategies to prevent them. These strategies will primarily be targeted toward the identified crash causing violations. Enforcement activities relating to speeding, dangerous driving, aggressive driving, distracted driving, pedestrian, motorcycle, generic commercial vehicle and school bus safety may be included in this project.

Strategies may include traffic details, checkpoints, saturation patrols, dedicated roving patrols, corridor enforcement, or any other reasonable effort designed to reduce the jurisdiction's crash problem. Multi-agency efforts are highly effective and are strongly recommended. The coordination of selective traffic enforcement details in conjunction with other traffic safety programs is also encouraged; conducting these details during holiday weekends, or periods during state, county or regional special enforcement efforts can greatly increase their impact.

It is also understood that GTSC strongly encourages all STEP grantees to use a portion of this funding to participate in the annual statewide Operation Safe Stop (School Bus Safety) program.

This agency agrees to use the STEP funding provided by the GTSC, in a dedicated status, to support overtime selective enforcement patrols targeting identified crash causing violations. As previously noted, personal services funding is provided to support overtime activities; dedicated regular time expenditures will only be reimbursed for part-time officers, who by the nature of their employment are not eligible for overtime status. It is understood that grant funding will be used to supplement existing traffic law enforcement activities and that the agency will be required to specifically identify and justify costs attributed to this project, during the time period specified in this grant application. Agencies must voucher for the actual pay rate of the individual participating officers.

Finally, this agency agrees to report all STEP grant related activity twice annually, by April 15 and October 15. All reporting is to be done through the eGrants system.

✓ I agree to the terms and conditions stated above.*

APPENDIX X

Modification Agreement Form
23001

Grant Number:

Contract No.: C-00

Period: From:

To:

Funding Amount for Period: \$

This is an AGREEMENT between the Governor's Traffic Safety Committee, a New York State Agency, existing under the laws of the State of New York, hereinafter referred to as the COMMITTEE, and _____, party of the first part, hereinafter referred to as the GRANTEE for modification of Contract No. C-00XXXX, as amended in attached Appendix X and Appendix B.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

Grantee's Signature

Governor's Traffic Safety Committee
Charles DeWeese
Assistant Commissioner

By _____

By _____

Name Printed

Charles DeWeese
James Allen
Authorized Contract Officers

Title: _____

Date: _____

Date: _____

NOTARY FOR GRANTEE:

STATE OF NEW YORK

COUNTY OF _____) SS:

On this _____ day of _____ 20____, before me personally came, _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name thereto by like order.

(Notary) _____

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.

APPROVED

Office of the State Comptroller

Date: _____

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Suffolk County Executive's Office

FROM: Mark White, Chief of Support Services 

DATE: November 7, 2012

SUBJECT: Resolution Packets & SCIN Forms for
STEP 13 Grant Program
Project Number: DMV01-C002085-3700393

Attached please find the following for the STEP 13 Grant Program:

1. Grant Resolution
2. Grant SCIN Forms
3. Request for Introduction of Legislation
4. Financial Impact Statement
5. Copy of Proposed Contract between Suffolk County and the State of New York Governor's Traffic Safety Committee, Department of Motor Vehicles

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.

MW/sck
Att.

cc: Regina M. Calcaterra, Chief Deputy County Executive
Tom Vaughn, Intergovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner



ACCREDITED LAW ENFORCEMENT AGENCY
Visit Us Online at www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



Intro. Reso. No. 2173-12
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 12/4/12

RESOLUTION NO. -2012, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$50,050 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, TO ENFORCE MOTOR VEHICLE PASSENGER RESTRAINT REGULATIONS WITH 78.90% SUPPORT

WHEREAS, the State of New York Governor's Traffic Safety Committee has awarded \$50,050 in Federal Highway Safety pass-through funds to the Suffolk County Police Department to continue a Buckle Up program targeting enforcement of motor vehicle passenger restraint regulations; and

WHEREAS, the operational period for this program will be from October 1, 2012, through September 30, 2013; and

WHEREAS, said grant funds totaling \$50,050 have not been included in the 2012 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>
115-4378-Federal Aid: Buckle Up 2013	\$50,050

ORGANIZATIONS:

Police Department (POL)
Buckle Up 2013
115-POL-3613

<u>1000-Personal Services</u>	<u>\$50,050</u>
1120-Overtime Salaries	50,050

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately \$13,389 associated with the overtime salaries for this grant are included in the 2012 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:

2173

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 \$50,050 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, TO ENFORCE MOTOR VEHICLE PASSENGER RESTRAINT REGULATIONS WITH 78.9% 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		
This resolution provides \$50,050 for participation in the Buckle up program. Matching funds totaling \$13,389 are included in the operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
This grant must be expended between October 1, 2012 and September 30, 2013.		
8. Proposed Source of Funding		
New York State Governor Traffic Safety Committee (Federal pass-through)		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		11-7-2012

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

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:	\$13,389		\$13,389
A. Cash Contribution	\$13,389	\$	\$13,389
B. In-Kind Contribution	\$0	\$0	\$0
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 2012			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	50,050 50,050				
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					

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2012

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

OTHER (List Source & Brief Explanation)

13,389.00
12,663.00
726.00

These expenses are not eligible for funding under this program.

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 IN-KIND	
Police Officer	6	\$87.78/HR OT	Various	100%	
Sergeant		\$103.55/HR OT	Various	100%	

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

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Resolution

Accepting & appropriating a grant in the amount of \$50,050 from the State of New York Governor's Traffic Safety Committee, to enforce motor vehicle passenger restraint regulations with 78.90% support.

3. Purpose of Proposed Legislation

To accept \$50,050 from the State of New York Governor's Traffic Safety Committee to continue to fund the Suffolk County Police Department's Buckle Up Program, targeting enforcement of motor vehicle passenger restraint regulations.

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 \$13,389 will be incurred through September 30, 2013. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding

National Highway Traffic Safety Administration, Department of Transportation, passed through the State of New York Governor's Traffic Safety Committee.

9. Timing of Impact

Immediate

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

Susan C. Krause
Grants Technician



11/7/2012

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

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

Submitting Department
(Dept. Name & Location)

Department Contact Person
(Name & Phone No.)

Suffolk County Police Department
30 Yaphank Avenue, Yaphank

Sarah Furey, Senior Grants Analyst
852-6042

Resolution Involves:

Technical Amendment

New Program

Grant Award

Contract (New__ Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating a grant in the amount of \$50,050 from the State of New York Governor's Traffic Safety Committee, for the Suffolk County Police Department to fund the Buckle Up 2013 Program to enforce motor vehicle passenger restraint regulations with 78.9% support.

Summary of Resolution Benefits

Acceptance and approval of this resolution will enable the Police Department to utilize \$50,050 from the State of New York Governor's Traffic Safety Committee to continue to fund a Buckle Up seat belt enforcement program, aimed at increasing seat belt usage and reducing the risk of serious injury or death from traffic crashes.

rec'd 10/26/12 SF



ANDREW M. CUOMO
Governor

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



BARBARA J. FIALA
Chair

October 19, 2012

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

Re: BUNY-2013-Suffolk Co PD -00090-(052)
"BUCKLE UP NEW YORK!"
EFFECTIVE DATE: October 1, 2012

Dear Ms. Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County has been awarded \$50,050 to participate in the statewide "BUCKLE UP NEW YORK!" campaign. Our goal is to increase seat belt usage in an effort to reduce serious injury or death from traffic crashes. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller. Please review your approved budget as it may have been changed from the requested amount.

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 this very important statewide 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: Jeffrey Goldberg
Angela Kohl

AGREEMENT

GRANT NUMBER:
BUNY-2013-Suffolk Co PD -00090-(052)

CONTRACT NUMBER:
DMV01-C002080-3700393

1. PARTY OF THE FIRST PART
Suffolk County

2. DATE OF AGREEMENT
October 1, 2012

3. FUNDING AMOUNT FOR THE PERIOD
Fifty thousand, fifty and 00/100 dollars

Dollars (\$50,050)

4. CONTRACT PERIOD

FROM: 10/1/12

TO: 9/30/13

5. DESCRIPTION OF PROJECT

Buckle Up New York, Click it or Ticket
BUNY-2013-Suffolk Co PD -00090-(052)

6. APPENDICES attached hereto and incorporated into and made a part of this agreement:

- APPENDIX A Standard clauses as required by Attorney General for all State contracts.
- APPENDIX B Grant application with budget and work plan.
- APPENDIX X No cost time extension

7. CONTRACTOR STATUS

Municipality Yes
Not-for-Profit Organization Yes

If the contractor is a municipality, it is not necessary to complete this part.

Charity Registration Number [] [] - [] [] - [] []

Contractor has _____/has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

-or-

Exempt []

Reason for Exemption: _____

MADE by and between the GOVERNOR'S TRAFFIC SAFETY COMMITTEE, a NYS Agency, existing under the laws of the State of New York, with its principal offices located at Empire State Plaza, Albany, New York 12228 hereinafter referred to as the "COMMITTEE," and the party of the first part identified in Box 1 above, and hereinafter referred to as the GRANTEE.

WITNESSETH:

WHEREAS, the Congress of the United States has enacted Public Law 89-564, as amended, entitled "An Act to Provide for a Coordinated National Highway Safety Program Through Financial Assistance to the States to Accelerate Highway Traffic Safety Programs, and for Other Purposes"; and

WHEREAS, COMMITTEE has been designated by the Governor by Executive Order No. 22, dated April 27, 1967, pursuant to Article 16-A of the Executive Law, to act on behalf of the Governor and to represent and act for the State in dealing with the Secretary of Transportation for the purpose of carrying out the provisions of said Public Law 89-564, as amended; and

WHEREAS, the Regional National Highway Traffic Safety Administrator has approved the State's current Highway Safety Program and said Program contains a supplement embracing the COMMITTEE approved project described on the attached grant application; and

WHEREAS, COMMITTEE wishes to undertake the aforesaid project; and

NOW, THEREFORE in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. Scope of Work and Conditions of Agreement

A. Funding for the grant PERIOD shall not exceed the funding amount specified on the face page hereof.

B. GRANTEE agrees to use its best efforts to conduct and carry out PROJECT described in the Project Grant Application and Proposal, which is attached to and made an integral part of this Agreement as Appendix B. The funds shall be expended in accordance with the budget schedule, which is a part of the Grant Application and Proposal, and with all applicable Federal, State and local laws, rules and regulations.

C. The GRANTEE shall execute and complete the approved project in accordance with the time schedule set forth in the project proposal. Failure to render satisfactory progress or to complete this project to the satisfaction of the COMMITTEE may be cause for the suspension of all obligations of the COMMITTEE or State under this agreement.

D. Any contracts entered into by the GRANTEE shall be awarded in accordance with the provisions of all applicable Federal, State and local laws, rules and regulations. The GRANTEE shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the COMMITTEE under this Agreement. No contractual relationship shall be deemed to exist between the subcontractor and the COMMITTEE.

E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

F. No officer or employee of the GRANTEE whose principal employment is in connection with any activity which is financed in whole or in part pursuant to the agreement shall take part in any of the political activity prescribed in the Hatch Political Activity Act, 5 U.S.C. 118k (1958), with the exceptions therein enumerated.

G. No official or employee of the GRANTEE who is authorized in his official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the project, shall have any financial or other personal interest in any such contract or subcontract.

H. The funds made pursuant to this agreement will not be used for any partisan political activity that may influence legislation or the election or defeat of any candidate for public office.

2. Payment and Reporting

A. In full and complete consideration of GRANTEE performance under this Agreement, COMMITTEE shall reimburse GRANTEE for allowable costs incurred in accordance with the terms of this Agreement, a sum not to exceed the amount noted in Box 3 on the face page, which shall be spent in accordance with the Budget included in the Project Grant Application and Proposal (Appendix B). Reimbursement shall be made to GRANTEE upon submission of standard NYS Vouchers to COMMITTEE as provided below. GRANTEE shall submit a quarterly voucher of costs incurred by GRANTEE in the performance of this Agreement and claimed to constitute allowable costs.

B. The GRANTEE shall promptly submit such reports as the COMMITTEE may request.

C. The GRANTEE shall meet the audit requirements specified by the COMMITTEE.

3. Contract Payments

Grantee shall provide complete and accurate billing invoices to the Committee in order to receive payment. Billing invoices submitted to the Committee must contain all information and supporting documentation required by the Contract, the Committee and the State Comptroller. Payment for invoices submitted by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstance. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Grantee acknowledges that it will not receive payment on any 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.

4. Term

The term is set forth on the face page of the Agreement.

5. Termination

The COMMITTEE may terminate the PROJECT immediately, upon written notice of termination to the GRANTEE, if the GRANTEE fails to comply with the terms and conditions of this PROJECT and for any laws, rules, regulations, policies or procedures affecting this proposal. In the event of termination, COMMITTEE shall reimburse GRANTEE for contractual commitments and financial obligations incurred by GRANTEE in performance of this Agreement prior to such termination, if such financial obligations or contractual commitments cannot be canceled by GRANTEE.

6. Financial Records

A. GRANTEE shall maintain satisfactory financial accounts, documents, and records, which shall be made available to COMMITTEE, the State Comptroller, and the Controller General of the United States, or any of their duly authorized representatives for auditing at reasonable times. Such accounts, documents, and records shall be retained by GRANTEE for six (6) years from the date of the submission of a final voucher.

B. The GRANTEE shall permit periodic site visits by COMMITTEE personnel to insure work progress in accordance with the approved project, including a final inspection upon project completion.

C. Property and equipment acquired or developed pursuant to this agreement shall be available for inspection by COMMITTEE personnel upon request.

7. Proprietary Information

It is understood that in the course of carrying out this Agreement, COMMITTEE and GRANTEE may wish to share proprietary information. The parties agree to use their best efforts to prevent disclosure of information which is clearly marked as proprietary to anyone other than those individuals who have a need to know this information for purposes of carrying out their obligations in connection with this Agreement.

8. Indemnification

A. The GRANTEE shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the GRANTEE or its subcontractors pursuant to this AGREEMENT. The GRANTEE 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.

B. The GRANTEE is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

9. Publications

GRANTEE agrees that all data and reports developed as part of PROJECT may be used by COMMITTEE, but that dissemination, publication, or distribution of these data or reports by GRANTEE or individual participants shall also be permitted following a thirty (30) day preview period which will be provided to COMMITTEE.

10. Assignment

The GRANTEE agrees not to assign, transfer, convey or otherwise dispose of this contract or any part thereof or of its right, title, or interest therein, or its power to execute such contract, to any other person, company or corporation without the previous consent in writing of the COMMITTEE.

11. Governing Law

This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of New York, USA, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

12. Modifications

A. Any proposed change in contract term or change in scope of work not previously approved by OSC requires a contract amendment, and may require either a Contract Reporter Exemption, or a new procurement. The agency must submit a proposed amendment to OSC immediately for any such proposed change. Scope changes requested of OSC after the fact may be denied. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval.

B. For no-cost time extension requests, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). 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, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines.

13. Severability

The provisions of this Agreement are separable, and in the event any provisions of this Agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

14. Executory Clause

This Agreement shall be deemed executory only to the extent of the monies actually received by COMMITTEE under its agreement with the United States. In no event shall the financial obligation of COMMITTEE exceed the total amount received under such grant for purposes of this Agreement. In the event Federal funds should not be available, the GRANTEE shall bring the project to a point of usefulness to be agreed upon by the COMMITTEE and the GRANTEE.

15. Required Clauses

The provisions of Appendix A (standard clauses for New York State Contracts), attached hereto, is incorporated into and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all intending to be legally bound hereby.

AGENCY CERTIFICATION

GRANTEE'S SIGNATURE

By: _____

Date: _____

GOVERNOR'S TRAFFIC SAFETY COMMITTEE

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.

By: _____

Charles DeWeese
Assistant Commissioner

Date: _____

NOTARY FOR GRANTEE:

STATE OF NEW YORK

COUNTY OF _____)

) SS:

On this _____ day of _____, 20____, before me personally came, _____ to me known, who being duly sworn, did depose and say the (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name thereto by like order.

(Notary) _____

Approved as to Form

ERIC T. SCHNEIDERMAN
Attorney General

By: _____
Attorney General

Date: _____

Approved and Filed

THOMAS P. DINAPOLI
State Comptroller

By: _____
For the Comptroller

Date: _____

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, licensor, 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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.

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.

Applicant And Project Information**Project Information**

Project Title **Buckle Up New York, Click it or Ticket**
Synopsis A statewide, high-visibility enforcement and public information and education campaign designed to save lives and reduce the severity of injuries by increasing seatbelt use.

Applicant Agency

Organization Suffolk County Police Department
Address 30 Yaphank Avenue
 Yaphank, NY 11980
 Phone: 631-852-6042
 Fax: 631-852-6666

Project Director Sarah Furey
Contact Information Sr. Grants Analyst
 Command 5240
 30 Yaphank Avenue
 Yaphank, NY 11980
 Phone: (631)852-6042
 Fax: (631)852-6666
 E-mail: fureysar@suffolkcountyny.gov

CC Person Jeffrey Goldberg

Fiscal Agent Angela Kohl
Contact Information Accountant
 Riverhead County Center
 300 Center Drive (Rm N216)
 Riverhead, NY 11901
 Phone: (631) 852-2812
 Fax: (631) 852-2579
 E-mail: angela.kohl@suffolkcountyny.gov

✓ I certify that this agency is in compliance with the New York State requirement to carry Workers' Compensation and Disability Insurance.

All agencies must have a NYS Vendor ID number. Consult your agency Fiscal Agent or see

<http://www.osc.state.ny.us/vendors/vendorguide/guide.htm>

If you are a government agency you must have a Payee ID.

If you are a nonprofit agency you must have a Federal ID.

If your DUNS number does not appear on this page, enter it in your Organization Information page. DUNS

Project Narrative

As grantee, this agency agrees to participate in the statewide Buckle Up New York, Click it or Ticket enforcement campaign. Buckle Up New York is a high-visibility, multi-agency program, the objective of which is to raise the seatbelt compliance rate.

Grantee agrees to follow the guidelines as outlined in the Overview and Instructions section of this application. Specifically, grantees will participate in the May mobilization which is mandatory and may elect to participate in the November Wave and/or the Expanded Wave.

Expanded Enforcement Period" - October 1, 2012 through April 1, 2013

May Mobilization - May 20 through June 2, 2013, Mandatory to participate.

The GTSC BUNY grant program funds police agencies to participate in this statewide effort utilizing the fundamental components provided:

1. High-visibility, zero-tolerance enforcement – Achieved through law enforcement using checkpoints and saturation and including multi-agency details where possible.
2. Increase visibility by using the media to report your efforts and results.
3. Target low-use areas or groups based upon geography, demographics and/or vehicle types.
4. Report your BUNY grant activities to the GTSC.
5. Officers assigned to BUNY details, whether on straight time or overtime status, will be in a dedicated seatbelt enforcement status.

These enforcement activities will be supported with media messages and outreach, at the national, state and local levels. Therefore, grantee agrees to conduct earned media activities at the local level in support of these enforcement efforts. Those grantees that elect to participate in the "Expanded Period" must conduct media activities to support their enforcement efforts.

Grantee will report their mobilization data directly to the GTSC, for both "expanded enforcement period" and the May mobilization. Reporting is mandatory. Reports are due April 15 and the mobilization enforcement report will be due immediately after the May mobilization wave, June 20th.

Grantee must have a department seatbelt policy that requires mandatory seatbelt use by their officers in order to qualify for this grant. Submit a copy of your policy to the GTSC. Policy MUST be uploaded in this system. Copies of a sample policy are available from the New York State Association of Chiefs of Police and the New York State Sheriff's Association.

In addition, grantee agrees to conduct the following three activities:

1. Conduct at least one observational seatbelt survey in your jurisdiction between October 1st and June 30th and submit results to the GTSC. A sample survey instrument is available online at <http://safeny.ny.gov/hsdata.htm>.
2. Conduct occupant protection roll-call video training for all patrol officers working on grant related activities. Copies of video provided free of charge by the GTSC.
3. Conduct at least one type of earned media contact for each mobilization and submit copies to the GTSC (examples: letter to editor, press release, newspaper story, etc.). Media kits are available online at <http://www.nhtsa.dot.gov/> and include sample documents (must upload).

Budget

Original Request Amount \$100,100.00
Approved Amount

	Number of Hours	X	Multiple by hourly pay rate ¹	=	Total
Expanded enforcement period October 1, 2012 - April 1, 2013	275	X	\$91	=	\$25,025
May 2013 Mobilization ² May 20 - June 2, 2013	275	X	\$91	=	\$25,025
Total Hours	550		Total Personal Services		\$50,050

¹ Hourly Pay rate - This is an estimate of the average pay rate of the officers eligible to participate in BUNY. This rate is for budgeting and planning purposes and must be rounded to the nearest whole dollar amount. When requesting reimbursement, the **actual** pay rates of the participating officers **must** be used. **GTSC does not reimburse fringe benefits costs on overtime.**

² Hours requested for May mobilization **must** be used during May mobilization and cannot be transferred to the expanded enforcement period. Participation in May mobilization is mandatory.

Conditions

Conditions

- The federal fiscal year runs from October 1 through September 30. Projects are funded for one year, and each project period must coincide with the federal fiscal year, with an October 1 start date and an ending date of September 30.
- Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted each year.
- Activities and items being charged to the grant must be directly related to the approved project objectives. Costs charged to the grant need to be necessary, reasonable and allocable to the approved budget.
- This is a reimbursement program. The applicant incurs the costs of the project and is reimbursed by the GTSC through the New York State Comptroller according to the approved budget. All costs must be documented and the reimbursement request must be submitted through eGrants. The voucher generated through eGrants must be signed and submitted with supporting backup documentation. Any changes in the approved budget must be submitted through eGrants to the GTSC for approval before the costs are incurred and the reimbursement requested.
- Payment for vouchers submitted by the Grantee shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstance. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this 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.
- The deadline for submitting vouchers for reimbursement of BUNY project costs is July 31. All allowable costs incurred during the grant year for use during the period of October 1 to June, must be claimed on a voucher and submitted to GTSC by July 31. NHTSA will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. Vouchers must be submitted quarterly
- Progress reports for the Expanded enforcement are due by April 15 and reports for the May mobilization are due by June 20, 2013.

✓ I hereby certify to abide by all conditions, cost limits, and federal and state rules for grant administration.*

APPENDIX X

Modification Agreement Form
23001

Grant Number:

Contract No.: C-00

Period: From:

To:

Funding Amount for Period: \$

This is an AGREEMENT between the Governor's Traffic Safety Committee, a New York State Agency, existing under the laws of the State of New York, hereinafter referred to as the COMMITTEE, and _____, party of the first part, hereinafter referred to as the GRANTEE for modification of Contract No. C-00XXXX, as amended in attached Appendix X and Appendix B.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

Grantee's Signature

Governor's Traffic Safety Committee
Charles DeWeese
Assistant Commissioner

By _____

By _____

Name Printed

Charles DeWeese
James Allen
Authorized Contract Officers

Title: _____

Date: _____

Date: _____

NOTARY FOR GRANTEE:

STATE OF NEW YORK

COUNTY OF _____) SS:

On this _____ day of _____, 20____, before me personally came, _____ to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name thereto by like order.

(Notary) _____

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.

APPROVED

Office of the State Comptroller

Date: _____

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Suffolk County Executive's Office

FROM: Mark White, Chief of Support Services 

DATE: November 7, 2012

SUBJECT: Resolution Packets & SCIN Forms for
Buckle Up 2013 Grant Program
Project Number: DMV01-C002080-3700393

Attached please find the following for the Buckle Up 2013 Grant Program:

1. Grant Resolution
2. Grant SCIN Forms
3. Request for Introduction of Legislation
4. Financial Impact Statement
5. Copy of proposed contract between Suffolk County and the State of New York Governor's Traffic Safety Committee

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.

MW/sck
Att.

cc: Evelyn Creen, Senior Federal & State Aid Claims Examiner
Regina M. Calcaterra, Chief Deputy County Executive
Tom Vaughn, Intergovernmental Relations



ACCREDITED LAW ENFORCEMENT AGENCY
Visit Us Online at www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



Intro. Reso. No. 2174-12
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 12/4/12

RESOLUTION NO. -2012, ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$60,000.00 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 81.77% SUPPORT.

WHEREAS, the United States Department of the Treasury, Internal Revenue Service, has made \$60,000 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, 2012 through September 30, 2013; and

WHEREAS, said reimbursement funds have not been included in the 2012 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 FFY13	\$60,000.00

ORGANIZATIONS:

**Police Department (POL)
IRS STEPP FFY13
001-POL-3615**

<u>1000-Personal Services</u>	<u>\$50,000.00</u>
1120-Overtime Salaries	50,000.00
<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 \$13,375 associated with the overtime salaries for this program are included in the 2012 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**

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 \$60,000 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 81.77% 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		
This resolution provides \$60,000 for participation in the IRS STEPP program. Matching funds totaling \$13,375 are included in the operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
This grant must be expended between October 1, 2012 and September 30, 2013.		
8. Proposed Source of Funding		
US DEPT 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		11-7-2012

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 11/8/12
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: Operation STEPP FFY13	
2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) P.L. 112-175, Continuing Appropriations Act, 2013, U. S. Department of the Treasury, Administered by the Internal Revenue Service	
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 IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) Task Force, a program designed to provide assistance to the IRS regarding the investigation and apprehension of individuals committing crimes against the Treasury.	
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: 10/01/12		To: 09/30/13		
2. Financial Assistance Requested						
SOURCE	THIRD FUNDING CYCLE		FOURTH FUNDING CYCLE		FIFTH FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$90,000	84.94%	\$80,000	83.46%	\$60,000	81.77%
State	\$		\$		\$	
Private	\$		\$		\$	
County	\$15,960	15.06%	\$15,855	16.54%	\$13,375	18.23%
Total	\$105,960	100%	\$95,855	100%	\$73,375	100%

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:	\$13,375	\$	\$13,375
A. Cash Contribution	\$13,375	\$	\$13,375
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 2012			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	50,000 50,000				
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					
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 2012			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			13,375 12,650 725		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

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Detective Lieutenant	4	\$121.04/hr. OT	Various	100%		
Detective Sergeant		\$108.72/hr. OT	Various	100%		
Detective		\$98.31/hr. OT	Various	100%		

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

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

Submitting Department
(Dept. Name & Location)

Department Contact Person
(Name & Phone No.)

Suffolk County Police Department
30 Yaphank Avenue, Yaphank

Sarah Furey, Senior Grants Analyst
852-6042

Resolution Involves:

Technical Amendment

New Program

Grant Award

Contract (New__Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating funds for overtime and travel in the amount of \$60,000 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.

Summary of Resolution Benefits

Acceptance and approval of this resolution will enable the Police Department to receive \$60,000 in reimbursement for overtime and travel related to participation in the Internal Revenue Service's STEPP program. This program is designed to investigate, apprehend and prosecute individuals who commit crimes against the Treasury.

**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 \$60,000.00 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 81.77% support.

3. Purpose of Proposed Legislation

To accept \$60,000 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 \$13,375 will be incurred through September 30, 2013. 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

11/8/12

Cahill, John

From: Sullivan Gerard T [Gerard.Sullivan@ci.irs.gov]
Sent: Wednesday, October 10, 2012 4:38 PM
To: Cahill, John
Subject: FY2013 Forms!

Greetings John;

As promised here are the forms we need to complete to establish and continue to fund our overtime reimbursement agreement and Task Force Officer MOU.

There is additional individual paperwork that I will initiate after we get this started through your agency and county (this part usually takes some time to get back!).

The 9975 and Task force MOU are usually signed off by the Police Commissioner, Chief Deputy County Executive and Suffolk County Attorney's office.

The 9973 is the form listing the officers who may receive reimbursement and the firearms qualification dates may need to be updated.

The 9974 is information only – you can check and insure the contact info is correct (I carried it over like I do on most of the forms).

The 9972 is part of what you submit monthly to me for reimbursement. You can start using this scanned form (optional) and input the numbers (hours and rate) and it will total the numbers automatically. You do not have to send this form through the agency/county for processing.

Any questions please call.

Regards,

Gerard Sullivan
Supervisory Special Agent
New York Field Office - 1313
O: 631-851-4901
C: 917-337-9678
F: 631-851-4900

**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) 2-13-13-2051
MAILING ADDRESS: 1180 Veterans Memorial Hwy. Hauppauge, NY 11788	OCDETF CASE #:	
	CONTACT PERSON: Gerard Sullivan - SSA	FOR OVERTIME: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FOR OTHER: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
TREASURY AGENCY FIELD OFFICE APPROVAL (NAME & SIGNATURE) Toni Weirauch, SAC-NYFO	CONTACT TELEPHONE NUMBER: 631-851-4901	
	REQUEST DATE: 10/01/2011	
	TREASURY AGENCY HEADQUARTERS APPROVAL (NAME & SIGNATURE & DATE) Frank S. Turner, Associate Director, W&F	

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 (631)853-7109 TIN: 11-6000464	Overtime	\$50,000.00
	Travel	\$10,000.00
TFF APPROVAL AND DATE		TOTAL ESTIMATED COSTS
		\$60,000.00
ACCOUNTING DATA: BFYS: BUDPLN: PROGRAM:	FUND: ORG: OCC:	

**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** (herein after "agency") and Internal Revenue Service, Criminal Investigation, for the purpose of receiving reimbursable costs incurred by the agency 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 is valid until termination by mutual agreement of the agency and the Internal Revenue Service, Criminal Investigation or upon 30 day written notice by either party to this agreement.

II. AUTHORITY

This agreement is established pursuant to the provisions of Title 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 agency and the Internal Revenue Service, Criminal Investigation, for the reimbursement of certain overtime and other expenses pursuant to Title 31, U.S.C. § 9703.

The agency 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 agency must be approved and certified by the Internal Revenue Service, Criminal Investigation, which will countersign the invoices for payment.
6. All requests for reimbursement of costs are to be received by the Internal Revenue Service, Criminal Investigation 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.
7. The maximum reimbursement entitlement for overtime costs to any one law enforcement officer cannot exceed \$15,000.00 per fiscal year. This document does not obligate funds. Funding authority and monetary amounts will be provided through Form 9974, Request to Establish Reimbursement.
8. The monetary obligation may be adjusted at anytime by the Internal Revenue Service, Criminal Investigation based upon the following:
 - A) The Internal Revenue Service, Criminal Investigation may modify the total dollar obligation, resulting in an increase or decrease, if it determines that the original obligated amount is not commensurate with the rate of reimbursable requests, based on its analysis of submitted reimbursement requests.
 - B) The adjustments to the monetary obligation 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 Internal Revenue Service, Criminal Investigation, Department of the Treasury, Office of Inspector General, the General Accounting Office, and other government designated auditors. The agency 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.

D. REVISIONS

The terms of this agreement may be amended upon the written approval of both the agency and the Internal Revenue Service, Criminal Investigation. The revision becomes effective upon the date of approval.

E. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the Internal Revenue Service Criminal Investigation and the agency, and is not intended to confer any right or benefit to any private person or party.

_____ Signature	_____ Date:
Edward Webber	Commissioner
_____ Printed Name	_____ Title
Suffolk County Police Department	

_____ Signature	_____ Date:
Toni Weirauch	Special Agent in Charge
_____ Printed Name	_____ Title
Criminal Investigation New York Field Office Internal Revenue Service	

_____ Signature	_____ Date:
Charles Palmer	Senior Accountant
_____ Printed Name	_____ Title
Chief Financial Officer Suffolk County Police Department	

_____ Signature	_____ Date:
_____ Printed Name	_____ Title
Criminal Investigation Internal Revenue Service Washington, DC	

APPROVED AS TO LEGALITY:

Dennis Cohen
Suffolk County Attorney

By: _____
Chelly Gordon
Assistant County Attorney

Date: _____

**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 Field Office (hereinafter know as "the Field Office"),

Internal Revenue Service, Criminal Investigation
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,

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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 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) Computer equipment and Travel:
 - a. 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.
 - b. All Task Force Officers will adhere to his/her local agency policy while traveling armed. Task Force Officers when traveling by air will not utilize the IRS issued Unique Federal Agency Number (UFAN).
- 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.

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- 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.

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

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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

- 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.

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- 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, 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.

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- 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 two years 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.
- 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.

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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: Edward Webber Date:
Title: Commissioner
Agency/Department: Suffolk County Police Department

Printed Name: Toni Weirauch Date:

Title: Special Agent in Charge
Field Office: New York
Agency/Department: Internal Revenue Service, Criminal Investigation

APPROVED AS TO LEGALITY:

Dennis Cohen
Suffolk County Attorney

By: _____
Chelly Gordon
Assistant County Attorney

Date: _____

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COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

TO: Jon Schneider, Deputy County Executive
Suffolk County Executive's Office

FROM: Mark White, Chief of Support Services
Suffolk County Police Department 

DATE: November 8, 2012

SUBJECT: Resolution Packets & SCIN Forms for the Internal Revenue Service
Sponsored IRS STEPP FFY13 (Suffolk-Treasury Enhanced Prosecution Program)

Attached please find the following for the IRS STEPP FFY13 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.

MW/sck
Att.

cc: Regina Calcaterra, Chief Deputy County Executive
Tom Vaughn, Intergovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner

ACCREDITED LAW ENFORCEMENT AGENCY

Visit Us Online at www.suffolkpd.org

Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS

Non-Emergencies Requiring Police Response, Dial (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



Intro. Reso. No. 2175-12
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 12/4/12

RESOLUTION NO. -2012, ACCEPTING & APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF \$15,000 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 78.89% SUPPORT.

WHEREAS, the Department of Homeland Security, United States Immigration & Customs Enforcement, has made available an initial amount of \$15,000 in Federal funding to Suffolk County for participation of the Suffolk County Police Department in the ICE El Dorado Task Force; and

WHEREAS, the project period is October 1, 2012 through September 30, 2013; and

WHEREAS, said funds have not been included in the 2012 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>
001-4323 - Federal Aid: El Dorado Task Force FFY13	\$15,000

ORGANIZATIONS:

**Police Department (POL)
El Dorado Task Force FFY13
001-POL-3235**

<u>1000-Personal Services</u>	<u>\$15,000</u>
1120-Overtime Salaries	15,000

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately \$4,013 associated with the overtime salaries for this program are included in the 2012 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 U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York.

DATED:

APPROVED BY:

**County Executive of Suffolk County
Date of Approval:**

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 11/9/2012
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: El Dorado Task Force FFY13

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) P.L. 112-175, Continuing Appropriations Act, 2013, Administered by the U. S. Department of Homeland Security, U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York

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 ICE (Immigration and Customs Enforcement) El Dorado Task Force, a task force formed to conduct official Homeland Security Investigations.

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

II. BUDGET INFORMATION

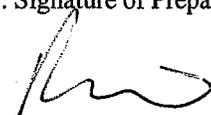
1. Term of Contract From: 10/01/12 To: 09/30/13

2. Financial Assistance Requested

SOURCE	THIRD FUNDING CYCLE		FOURTH FUNDING CYCLE		FIFTH FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$30,000	85.37%	\$30,000	81.53%	\$15,000	78.89%
State	\$		\$		\$	
Private	\$		\$		\$	
County	\$5,985	16.63%	\$6,795	18.47%	\$4,013	21.11%
Total	\$35,985	100%	\$36,795	100%	\$19,013	100%

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:	\$4,013	\$	\$4,013
A. Cash Contribution	\$4,013	\$	\$4,013
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			

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 \$15,000 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 78.89% 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		
This resolution provides \$15,000 for participation in the El Dorado Task Force. Matching funds totaling \$4,013 are included in the operating budget.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
This grant must be expended between October 1, 2012 and September 30, 2013.		
8. Proposed Source of Funding		
Department of Homeland Security US Immigration and Customs Enforcement		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		11-15-2012

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2012			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	15,000 15,000				
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					
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts					

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2012			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		4,013 3,795 218		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

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES			Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %	
				GRANTOR	COUNTY IN-KIND
Detective Lieutenant		\$121.04/hr. OT	Various	100%	
Detective Sergeant	4	\$108.72/hr. OT	Various	100%	
Detective		\$98.31/hr OT	Various	100%	

**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 \$15,000 from the Department of Homeland Security, United States Immigration & Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the ICE El Dorado Task Force with 78.89% support.

3. Purpose of Proposed Legislation

To accept \$15,000 from the Department of Homeland Security, United States Immigration & Customs Enforcement, for the continued participation of the Suffolk County Police Department in the ICE El Dorado 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:

Non-reimbursable employee fringe benefit costs of approximately \$4,013 will be incurred through September 30, 2013. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding

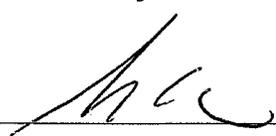
Department of Homeland Security, United States Immigration & Customs Enforcement

9. Timing of Impact

Immediate

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

Susan C. Krause
Grants Technician



11/9/2012

AGREEMENT BETWEEN HOMELAND SECURITY 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 **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** 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 Homeland Security 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 will remain in effect until terminated by either party.

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 Homeland Security law enforcement agency.

III. **PURPOSE OF THIS AGREEMENT**

This agreement established the procedures and responsibilities of both the **SUFFOLK COUNTY POLICE DEPARTMENT** and **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. 9703.

IV. **NAME OF TASK FORCE/JOINT OPERATION** (If Applicable)

EL DORADO TASK FORCE

V. **CONDITIONS AND PROCEDURES**

A. **Assignment of SUFFOLK COUNTY POLICE DEPARTMENT INVESTIGATORS**

Within 10 days of the effective date of this agreement, the **SUFFOLK COUNTY POLICE DEPARTMENT** shall provide **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** with the names, titles, badge or ID numbers of the officer(s) assigned to the task force. Further, the **SUFFOLK COUNTY POLICE DEPARTMENT** shall provide an hourly overtime wage rate of the officer(s) assigned to the operation/task force.

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 with **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT** for the purpose of conducting official Homeland Security investigations.
2. The **SUFFOLK COUNTY POLICE DEPARTMENT** shall ensure that they are active participants in the EFT program within 10 days of the signing of this agreement.
3. Invoices submitted for the payment of overtime to local/county/state must 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 **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK, 601 WEST 26th STREET, SUITE 700, NEW YORK, NEW YORK 10001, ATTN: CARMEN RICCI (TELEPHONE NUMBER 646-230-3200).**

The SUFFOLK COUNTY POLICE DEPARTMENT shall certify that the request is for overtime and/or other expenses incurred by the SUFFOLK COUNTY POLICE DEPARTMENT for participation with U.S. IMMIGRATION & CUSTOMS ENFORCEMENT.

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 operation or task force.

The SUFFOLK COUNTY POLICE DEPARTMENT acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the operation or task force 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 U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK. The Homeland Security law enforcement agency shall countersign the invoices for payment.

6. The maximum reimbursement entitlement for overtime worked on behalf of U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK is set at \$15,000.00 per officer assigned to the operation or task force for the Fiscal Year period.

C. PROGRAM AUDIT

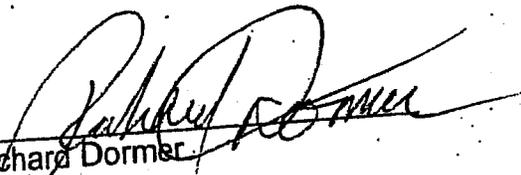
This agreement and its procedures are subject to audit by U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, the Department Homeland Security – Office of Inspector General, the General Accounting Office, and other government designated auditors. The SUFFOLK COUNTY POLICE DEPARTMENT agrees to permit such audits 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.

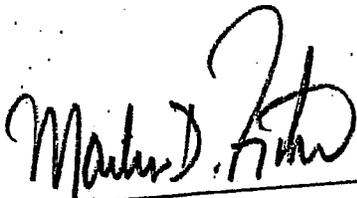
D. REVISIONS

The terms of this agreement may be amended upon the written approval of both the SUFFOLK COUNTY POLICE DEPARTMENT and U.S. IMMIGRATION & CUSTOMS ENFORCEMENT. The revision becomes effective upon the date of approval.

E. NO PRIVATE RIGHT CREATED

This is an internal government agreement between a Homeland Security Law Enforcement Agency and a Local/County/State Law Enforcement Agency and is not intended to confer any right or benefit to any private person or party.


Richard Dormer
Commissioner
Suffolk County Police Department


Martin D. Ficke
Special Agent in Charge, NY
U.S. Immigration & Customs
Enforcement

DATE: 10/04/05

DATE: 10/17/05

NAME TITLE
(ICE Headquarters Office)

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT

MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Suffolk County Executive's Office

FROM: Mark White, Chief of Support Services 

DATE: November 9, 2012

SUBJECT: Resolution Packets & SCIN Forms for the United States Immigration & Customs Enforcement (ICE) sponsored El Dorado Task Force FFY 13

Attached please find two copies of the following for the ICE sponsored El Dorado Task Force FFY13:

1. Draft Resolution.
2. SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Copy of the Agreement between the Suffolk County Police Department and the U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York

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.

MW/sck

Att.

cc: Regina M. Calcaterra, Chief Deputy County Executive
Tom Vaughn, Intergovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner



ACCREDITED LAW ENFORCEMENT AGENCY
Visit Us Online at www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



RESOLUTION NO. -2012, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$23,400 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE GRANT (GTSC FFY2013) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) WITH 100% SUPPORT FOR SHERIFF'S TRAFFIC SAFETY INITIATIVE

WHEREAS, the New York State Governor's Traffic Safety Committee has made \$23,400 in funds available to Suffolk County for the (GTSC FFY2013) Selective Traffic Enforcement Program (STEP) to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, this program provides high-visibility enforcement to reduce aggressive driving and speeding in an effort to save lives and reduce motor vehicle accidents; and

WHEREAS, the operational period of the program is from October 1, 2012 through September 30, 2013; and

WHEREAS, said grant funds have not been included in the 2012 or 2013 Operating Budgets; 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 \$23,400 as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-SHF-4392 Federal Aid: Sheriff-Traffic Safety Initiative	\$23,400

APPROPRIATION:

Suffolk County Sheriff's Office
Sheriff Traffic Safety Initiative
001-SHF-3152

<u>1000-Personnel Services</u>	<u>\$23,400</u>
1120-Overtime Salaries	\$23,400

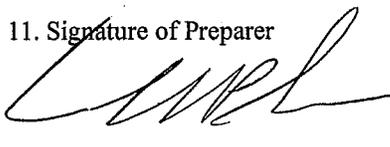
DATED:

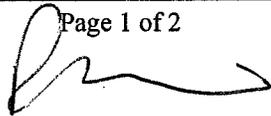
APPROVED BY:

County Executive of Suffolk County

Date:

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

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$23,400 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE GRANT (GTSC FFY2013) (STEP) WITH 100% SUPPORT FOR SHERIFF'S TRAFFIC SAFETY INITIATIVE		
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 \$23,400 of grant money will be used to implement and carry out the STEP Program and support the Sheriff's Office traffic safety initiative.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
n/a		
8. Proposed Source of Funding – New York State Governor's Traffic Safety Committee (Gtsc FFY2013) Grant.		
9. Timing of Impact - FY 2012 & FY2013		
10. Typed Name & Title of Preparer Michael P. Sharkey Chief of Staff	11. Signature of Preparer 	12. Date: 11/07/2012



11-15-2012

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.



ANDREW M. CUOMO
Governor

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



BARBARA J. FIALA
Chair

October 25, 2012

Investigator Lieutenant Anthony Paparatto
Suffolk County
100 Center Drive
Riverhead, New York 11901-3389

Re: STEP-2013-Suffolk Co SO -00002-(052)
Selective Traffic Enforcement Program (STEP)
EFFECTIVE DATE: October 1, 2012

Dear Investigator Lieutenant Paparatto:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Suffolk County has been awarded \$23,400 to participate in the statewide "Selective Traffic Enforcement Program." Our goal is to reduce aggressive driving and speeding. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller. Please review your approved budget as it may have been changed from the requested amount.

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 this very important statewide 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: Jacob Gross
Evelyn Green

COUNTY OF SUFFOLK



OFFICE OF THE SHERIFF

VINCENT F. DEMARCO
SHERIFF

To: Jon Schneider, Deputy County Executive

From: Michael P. Sharkey, Chief of Staff

Date: 11/07/12

Re: Selective Traffic Enforcement Program (STEP) Grant, 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 \$23,400 in funds (GTSC FFY2013) available for the Sheriff's Office STEP Program.

The Sheriff's Office agrees to participate in the Governor's Traffic Safety Committee FFY 2013 "STEP" To Reduce Unsafe Driving Behaviors Program. The STEP program targets identified crash-causing violations including but not limited to speeding, aggressive driving, and distracted driving.

The Sheriff's Office will use a portion of the funding to participate in the statewide Operation Safe Stop (School Bus Safety) program. This will be carried out by highly visible enforcement to reduce the crash problem.

Grant funding will help to implement and carry out the Sheriff's Office traffic safety initiative.

An e-mail version of the resolution was sent to CE RESO REVIEW, saved under the title "Reso-Sheriff-GTSC Grant – Selective Traffic Enforcement Program."

Thank you for your consideration in reviewing this draft resolution.

AP/dlh

cc: Regina Calcaterra, Chief Deputy County Executive

Att.

Intro. Res. No. 2177-12
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 12/4/12

RESOLUTION NO. , ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$12,000 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE (GTSC FFY2013) CHILD PASSENGER SAFETY PROGRAM WITH 100% SUPPORT FOR SHERIFF'S TRAFFIC SAFETY INITIATIVE

WHEREAS, the New York State Governor's Traffic Safety Committee has made \$12,000 in funds available to Suffolk County for the Child Passenger Safety Program (GTSC FFY2013) to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, child safety seats reduce the risk of fatal injury by 71% when used correctly, however, misuse reduces effectiveness and more than 90% of child safety seats are used improperly; and

WHEREAS, the Sheriff's Office will continue to address this issue by participating in the New York State Child Passenger Safety Program; and

WHEREAS, the operational period of the program is from October 1, 2012 through September 30, 2013; and

WHEREAS, said grant funds have not been included in the 2012 and 2013 Suffolk County Operating Budgets; 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 \$12,000 as follows:

<u>REVENUE:</u>	<u>AMOUNT</u>
001-4392-Federal Aid: Sheriff – Traffic Safety Initiative	\$12,000

APPROPRIATION:

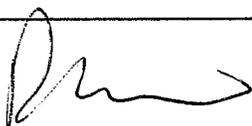
Suffolk County Sheriff's Office
Sheriff Traffic Safety Initiative
Child Passenger Safety Program
001-SHF-3161

<u>3000-Supplies, Materials & Other Expenses</u>	<u>\$10,000</u>
3500-Other: Unclassified	\$10,000
<u>4000-Employee Expenses</u>	<u>\$2,000</u>
4340-Conferences	\$2,000

DATED:

APPROVED BY:

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 \$12,000 FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE (GTSC FY2013) CHILD PASSENGER SAFETY PROGRAM WITH 100% SUPPORT FOR SHERIFF'S TRAFFIC SAFETY INITIATIVE.		
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)		
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. \$12,000of grant money will be used to implement and carry out the Child Passenger Safety Program, allowing the Sheriff's Office to educate parents on the proper use of child safety seats while providing safety seats to those who may not be able to afford them.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. n/a		
8. Proposed Source of Funding – New York State Governor's Traffic Safety Committee (GTSC FY2013) Local Grant Program.		
9. Timing of Impact - FY 2012 and FY2013		
10. Typed Name & Title of Preparer Michael P. Sharkey Chief of Staff	11. Signature of Preparer 	12. Date: 11/13/2012

SCIN FORM 175b (10/95)

11-15-2012

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COUNTY OF SUFFOLK



OFFICE OF THE SHERIFF

VINCENT F. DEMARCO
SHERIFF

To: Jon Schneider, Deputy County Executive
From: Michael P. Sharkey, Chief of Staff 
Date: 11/13/2012
Re: Child Passenger Safety Program, Request for Legislation

The Sheriff's Office is once again a successful applicant for the New York State Governor's Traffic Safety Committee [GTSC], Child Passenger Safety Program With 100% Support for the Sheriff's Traffic Safety Initiative. The GTSC has made \$12,000 in funds (GTSC FY2013) available for the Sheriff's Office Child Safety Program.

Grant money will be used to provide child safety seats to those who cannot afford them and to replace unserviceable child safety seats and further provide public information and education, designed to save lives and to support the Sheriff's Office traffic safety initiatives. Child safety seats reduce the risk of fatal injury by 71% when used correctly, however misuse reduces effectiveness. More than 90% of child safety seats are used improperly. This agency will continue to address this issue by participating in the State's Child Passenger Safety Grant Program.

Grant funding will help to implement and carry out the Child Passenger Safety Program.

An e-mail version of the resolution was sent to CE Reso Review, saved under the title "Reso-Sheriff-GTSC Grant – Child Passenger Safety Program".

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: Regina Calcaterra, Chief Deputy County Executive

Att.

RESOLUTION NO.

CONTROL#908-2012

Intro. Res. # 2178-12

Laid on Table 12/4/12

INTRODUCED BY THE PRESIDING OFFICER
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. _____ 2012
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #908-2012)

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.

**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

2012

10. Typed Name & Title of Preparer

R. Motschenbacher RPAT II

11. Signature of Preparer



12. Date November 15, 2012

Additional back-up material regarding IR 2178 is on file in the

Legislative Clerk's Office, Hauppauge.

2179

LOT 12/4/12

Intro. Res. No. -2012
Introduced by the Presiding Officer on request of County Executive

RESOLUTION NO. -2012, ACCEPTING AND APPROPRIATING \$175,104 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 \$175,104 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 \$175,104 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:

REVENUES:	<u>\$175,104</u>
001-4610 Federal Aid: Administration	\$175,104

and be it further

2nd RESOLVED, that total funds in the amount of \$175,104, be and are hereby appropriated as follows:

ORGANIZATIONS:

\$175,104

Suffolk County Department of Social Services
Housing Services
001-DSS-6008

4900 – Contracted Services

\$175,104

4980 –HHI1 United Veteran Beacon House, Inc.

\$175,104

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.

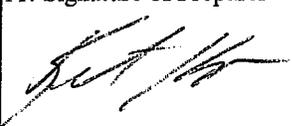
DATED: _____

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

2179

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 \$175,104 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 \$175,104 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 Knappe Principal Management Analyst	11. Signature of Preparer 	12. Date 11/14/12

SCIN FORM 175b (10/95)

Dyanne Martin
OR Budget Analyst

Dyanne Martin 11/26/12

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

2179

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.

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COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

Gregory J. Blass
Commissioner

October 15, 2012

Vincent Hom, Director
U.S. Department of Housing and Urban Development
NYS Office – Jacob K. Javits Federal Building
Office of Community Planning and Development
26 Federal Plaza – Suite 3513
New York, NY 10278-0068

Regarding CoC # and Name: NY 603 – Suffolk County CoC
Program: S & C
Project Name: NY 603 – REN – Beacon House 111
Project Number: NY0738C2T031102
Project Period: October 1, 2012 – September 30, 2013

Dear Mr. Hom,

Attached please find a signed copy of the Renewal Grant Agreement (Pages 1 – 4 and Exhibit 4) relating to the program referenced above. I have retained a copy of the Agreement along with a copy of Exhibit 1 as part of the grant record.

Thank you for working with this Department and our contractor, United Veterans Beacon House, to achieve our mutual goal of ending homelessness.

Sincerely,

Robin Barnett,
Division Administrator
Housing Services Division

Enclosures

cc: Gregory J. Blass, Suffolk DSS Commissioner
Jose R. Velez, HUD Community Planning & Development Representative
Frank Amalfitano, United Veteran Beacon's House
Jacqueline DeLeonardis, United Veteran Beacon's House



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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: NY0738C2T031102
Project Name: NY-603 - REN - Beacon House 111
Total Award Amount: \$175,104
Number of Units: 8
Component: SRA
Recipient: Suffolk County Department of Social Services
Contact Person and Title: Robin Barnett, Division Administrator
Telephone Number: (631) 854-9550
Fax Number: (631) 854-9500
E-mail Address: Robin.Barnett@suffolkcountyny.gov
EIN/Tax ID Number: 11-6000464
DUNS Number: 065949190
Effective Date: October 1, 2012
Project Location(s): _____

2011 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 Policy Requirements and General Section of the NOFA, and the second part was the Continuum of Care Homeless Assistance Programs section of the NOFA, which are located at <http://archives.hud.gov/funding/2011/fundsavail.cfm>. The terms "Grant" or "Grant Funds" mean the funds for rental assistance that are provided under this Agreement. The term "Application" means the original and renewal application submissions, 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), on the basis of which HUD approved a grant. 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;
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;

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- (e) reduce or recapture the grant;
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program;
- (g) continue the Grant with a substitute Recipient selected by HUD;
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be at 2 CFR part 25) and Appendix A to Part 170 of *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170).

This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, Recipient shall not change sponsor or population to be served without the prior approval of HUD. No right, benefit, or advantage of the Recipient or Sponsor hereunder may be assigned without prior written approval of HUD. The effective date of the Agreement is stated in the attached Exhibit.

Execution of this Agreement terminates any S+C Amendment and Extension Agreement executed by the parties, as of the effective date of this Agreement. (Where more than one grant is being consolidated, execution of this Agreement terminates the Grant Agreements for the grants identified in the attached exhibits, as of the effective date of this agreement.)

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

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This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY:

Vincent Hom

October 2, 2012

Signature and Date

Vincent Hom

Print name of signatory

Director

Title

RECIPIENT

BY:

Suffolk County Department of Social Services
Name of Organization

Robin Barnett

Signature of Authorized Official

Division Administrator of the Housing Service Division

Title

10/15/12

Date

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EXHIBIT 4

SPONSOR-BASED RENTAL ASSISTANCE (SRA)

1. The Recipient is Suffolk County Department of Social Services.
2. HUD agrees, subject to the terms of the Agreement, to provide the Grant Funds in the amount specified below for the approved project(s) described in the Application. HUD's total funding obligation is \$175,104 for 8 units of sponsor-based rental assistance.
3. The term of this Grant Agreement shall be one (1) year. One-year renewal grants cannot be extended and unobligated balances will be recaptured by HUD at the end of the grant period.
4. Recipient shall administer the overall S+C/SRA component, ensure the provision of supportive services described in the Application and enter into contract(s) with the sponsor(s) listed in the Application, which either own or lease dwelling units. The contract shall provide that rental assistance payments shall be made to the sponsor and that the assisted units shall be occupied by eligible persons.
5. Recipient agrees to comply with all requirements of this Agreement and to accept responsibility for such compliance by any entities to which it makes Grant Funds available.
6. Recipient shall receive aggregate amounts of Grant Funds not to exceed the appropriate existing housing fair market rental value under Sec. 8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved. This fair market rent may be higher or lower than the fair market rent in effect at the time of application submission.
7. The effective date of the Agreement shall be the expiration of the prior grant that is being renewed (applicable only to renewals of grants whose terms have not been extended).

COUNTY OF SUFFOLK



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STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

Gregory J. Blass
Commissioner

Memorandum

TO: Jon Schneider, Deputy County Executive

FROM: Gregory J. Blass, Commissioner
Department of Social Services *GJB*

DATE: October 15, 2012

SUBJECT: **REQUEST FOR A LEGISLATIVE RESOLUTION** – Pass-through Grant renewal from the United States Department of Housing and Urban Development (HUD)

ACCEPTING AND APPROPRIATING \$175,104 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 \$175,104 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 the one year period beginning October 1, 2012 through September 30, 2013.

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 Robin Barnett at x49550.

Enc.

c: Regina M. Calcaterra, Chief Deputy County Executive
ec: CE RESO REVIEW Distribution List

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Intro. Res. No. -2012

Laid on Table

12/4/12

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2012, PERMITTING THE INCORPORATED VILLAGE OF WESTHAMPTON BEACH TO PURCHASE FUEL FROM THE COUNTY

WHEREAS, the Incorporated Village of Westhampton Beach (Village) wishes to purchase fuel from the County under the County's Fuel Management/Preventive Maintenance Inventory Control System which was authorized by Resolution 738-2001; and

WHEREAS, the original agreement between the Village and the County for the purchase of fuel expired on 1/31/12; and

WHEREAS, the original agreement between the Village and the County did not contain a clause for an extension of the agreement; and

WHEREAS, the original agreement between the Village and the County required a ten percent (10%) administrative fee and all current contracts require a fifteen percent (15%) administrative fee; and

WHEREAS, the Village would like to enter into another ten (10) year agreement for the purchase of fuel; and

WHEREAS, the County agrees to provide the services requested by the Village; and

WHEREAS, the Village agrees to pay for all costs associated with retrofitting their vehicles to conform to the County's Fuel Management/Preventive Maintenance Inventory Control System; and

WHEREAS, the Village will reimburse the County for the cost of fuel used by Village vehicles, in addition to a fifteen percent (15%) administrative fee; and

WHEREAS, the County and the Village are permitted to enter into joint cooperation Agreements, now therefore be it

1st RESOLVED, that the Village at their own expense, will conform with the County's Fuel Management/Preventive Maintenance Inventory Control System and reimburse the County for the cost of fuel used by their vehicles, plus a fifteen percent (15%) administrative fee; and be it further

2nd RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute any and all agreements with the Village on behalf of the County of Suffolk providing for their participation in the above referenced program, and be it further

3rd RESOLVED, that this Legislature being the lead agency under the State Environmental Quality Review Act (SEQRA), New York Environmental Conservation Law Article 8, hereby finds and determines that this resolution constitutes a Type II action pursuant to Vol. 6 of the New York Code of Rules and Regulations (NYCRR) Section 617.5 (c) (20) (27) in that the resolution concerns purchase or sale 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; as a Type II action, the Legislature has no further responsibility under SEQRA.

DATED: , 2012

APPROVED BY:

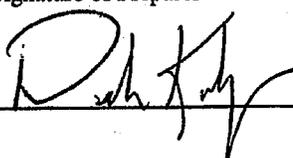
County Executive of Suffolk

Date of Approval:

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GEN B-02

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. -2012, PERMITTING THE INCORPATED VILLAGE OF WESTHAMPTON BEACH TO PURCHASE FUEL FROM THE COUNTY		
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		
Suffolk County will charge cost plus a 15% administration fee for each gallon of fuel pumped by the Incorporated Village of Westhampton Beach.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact		
Upon Adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		November 28, 2012

SCIN FORM 175b (10/95)

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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1. Type of Legislation Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>											
2. Title of Proposed Legislation <p style="text-align: center;">PERMITTING THE INCORPORATED VILLAGE OF WESTHAMPTON BEACH TO PURCHASE FUEL FROM THE COUNTY</p>											
3. Purpose of Proposed Legislation SEE NO. 2 ABOVE											
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> No <u> X </u>											
5. If the answer to Item 4 is "yes," on what will it impact? (circle appropriate category) <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; padding: 5px;">County</td> <td style="width: 33%; padding: 5px;">Town</td> <td style="width: 33%; padding: 5px;">Economic Impact</td> </tr> <tr> <td style="padding: 5px;">Village</td> <td style="padding: 5px;">School District</td> <td style="padding: 5px;">Other (Specify):</td> </tr> <tr> <td style="padding: 5px;">Library District</td> <td style="padding: 5px;">Fire District</td> <td></td> </tr> </table>			County	Town	Economic Impact	Village	School District	Other (Specify):	Library District	Fire District	
County	Town	Economic Impact									
Village	School District	Other (Specify):									
Library District	Fire District										
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact 											
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 Date Laura Conway, CPA, Chief Accountant	11. Signature of Preparer 	12. 									

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Agreement for Purchase of Fuel

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

Incorporated Village of Westhampton Beach ("Village" and/or "Contractor"), a Village in the State of New York, located at 165 Mill Road, Westhampton Beach, New York 11978.

The parties hereto desire to enter into this Agreement to enable the Village to purchase fuel from the County at no cost to the County, as set forth in Exhibit D. This Agreement is subject to approval of the Suffolk County Legislature and approval of the governing body for the Village.

Term of Agreement: February 1, 2012 through January 31, 2022.

Payment Terms: Revenue to the County, as set forth in Exhibit D, attached.

Terms and Conditions: Shall be as set forth in Exhibits A through F, attached hereto and made a part hereof.

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

Incorporated Village of Westhampton Beach

County of Suffolk

By: _____
Honorable Conrad Teller
Mayor
Incorporated Village of Westhampton Beach
Fed. Tax ID #

By: _____

Date: _____

Date: _____

Approved: Department of Public Works

Approved as to Legality:
Dennis Cohen, County Attorney

By: _____
Gilbert Anderson, P.E.
Commissioner

By: _____
Basia Deren-Braddish
Assistant County Attorney

Date: _____

Recommended:

Date: _____

By: _____
Laura Conway, CPA
Chief Accountant

Date: _____

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List of Exhibits

Exhibit A General Terms and Conditions

1. Responsibilities of the Parties
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Governing Law
10. No Implied Waiver
11. Conflicts of Interest
12. Cooperation on Claims
13. Assignment and Subcontracting
14. No Intended Third Party Beneficiaries
15. Certification as to Relationships
16. Publications and Publicity

Exhibit B Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws Website Address

Exhibit C Notices and Contact Persons

Exhibit D Program and Payment Terms

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

Exhibit E Suffolk County Legislative Resolution

Exhibit F Incorporated Village of Westhampton Beach Resolution

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Exhibit A
General Terms and Conditions

Whereas, the Village wishes to purchase fuel (gas and diesel) under the County's Fuel Management/Preventive Maintenance Inventory Control System; and

Whereas, the Department is willing to provide the services requested by the Village; and

Whereas, the Village will be responsible to pay for all costs associated with retrofitting their vehicles to conform to the County's Fuel Management/Preventive Maintenance Inventory Control System; and

Whereas, the Village will also be responsible for reimbursing the County for the cost of fuel used by their vehicles, in addition to a fifteen percent (15%) administrative fee; and

Whereas, this Agreement for the purchase of fuel from the County by the Village at no cost to the County is subject to approval of the Suffolk County Legislature and approval of the governing body for the Village;

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

1. Responsibilities of the Parties

The responsibilities of the parties and associated payment terms are set forth in Exhibit D, entitled "Program and Payment Terms."

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, pursuant to the following paragraphs, the Contractor shall promptly discontinue all services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

This Agreement may be terminated in whole or in part in writing by the County in the event of failure by the Village to fulfill any of the terms and conditions under this Agreement; provided that no such termination shall be effective unless the Village is given five (5) calendar days' written notice of intent to terminate ("Notice of Intent to Terminate"), delivered in accordance with the Exhibit in this Agreement entitled "Notices and Contact Persons." During such five (5) day period, the Village will be given an opportunity for consultation with the County and an opportunity to cure all failures of its obligations prior to termination. Prior to issuance of a written termination notice ("Termination Notice") by the County, the Village shall be given an additional five (5) days to cure all failures to fulfill its obligations under this Agreement. In the event that the Village has not cured all its failures to fulfill its obligations to the satisfaction of the County by the end of the combined ten (10) day period, the County may issue a Termination Notice, effective immediately.

c. Termination for Convenience

- i. The County shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Village is given thirty (30) calendar days' written notice of termination.
- ii. Upon giving of a notice pursuant to the foregoing sub-paragraph, the Village shall promptly discontinue all services affected unless otherwise directed by the notice of termination.
- iii. In such event of termination, the Village shall pay the County outstanding fees including fuel and administrative fees for fuel purchased through the date of termination.

3. Indemnification

a. General

The Village agrees that it shall protect, indemnify and hold harmless the 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 or omissions or the negligence of the Village in connection with the services described or referred to in this Agreement. The Village shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Village, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Village hereby represents and warrants the Village, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, the Village agrees that it shall protect, indemnify and hold harmless the 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 attorney's fees, arising out of the acts or omissions or the negligence of the Village in connection with the services described or referred to in this Agreement. The Village shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Village, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a. The Village agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Village agrees to require that all of its subcontractors, in connection with work performed for the Village related to this Agreement,

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procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Village. Unless otherwise specified by the County and agreed to by the Village, in writing, such insurance shall be 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.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Village in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - 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 Village shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Village shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Village shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Village shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
 - d. 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, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Village notice in writing.
 - e. In the event the Village 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 the Village under this Agreement or any other agreement between the County and the Village.
 - f. If the Village is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and

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certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

5. Independent Contractor

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

6. Severability

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

7. 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.

8. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Village under this contract up to any amounts due and owing to the County with regard to this contract and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

10. 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.

11. Conflicts of Interest

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- a. The Village agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. The Village is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the Village is retained on behalf of the County. 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.

12. Cooperation on Claims

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

13. Assignment and Subcontracting

- a. The Village shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Village shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the County of any subcontract shall provide for the incurrence of any obligation by the County in addition to the total agreed upon price. The Village shall be responsible for the performance of any subcontractor for the delivery of service.

14. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of the County and the Village. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

15. Certification as to Relationships

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

16. Publications and Publicity

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- a. The Village shall not issue or publish any book, article, report or other publication related to the program provided pursuant to this Agreement without first obtaining written prior approval from the County. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This program is fully or partially funded by the Suffolk County Executive's Office."

- b. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the program provided pursuant to this Agreement.

End of Text for Exhibit A

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Exhibit B
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. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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

2. Living Wage Law

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

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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, 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.

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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.

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Exhibit C
Notices and Contact Persons

1. Operational Notices

Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County or the Village or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the Department:
**By First Class or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by Email**

Suffolk County Department of Public Works
335 Yaphank Avenue
Yaphank, New York 11980
Att. Revenue Unit

For the Village:
**By First Class or Certified Mail in Postpaid Envelope or by
Courier Service or by Fax or by Email**

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Termination and/or Litigation

In the event the Village receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Village shall immediately deliver to the County Attorney, at the address set forth below, copies of all papers filed by or against the Village.

Any communication or notice regarding termination shall be in writing and shall be given to the County or the Village or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:
**By First Class and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

Gilbert Anderson, P.E., Commissioner
Suffolk County Department of Public Works
335 Yaphank Avenue
Yaphank, New York 11980

and

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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."

End of Text for Exhibit B

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Dennis Cohen, County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

**For the Village:
By First Class and Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service or Personally and by First Class Mail**

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices shall be deemed to have been duly delivered (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.
4. 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).

End of Text for Exhibit C

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Exhibit D
Description of Program and Payment Terms

1. Program

The Village shall purchase fuel (gas and diesel) from the County at Department of Public Work's maintenance facilities under the County's Fuel Management/Preventive Maintenance Inventory Control System.

The Village will be responsible to pay for all costs associated with retrofitting their vehicles to conform to the County's Fuel Management/Preventive Maintenance Inventory Control System.

2. Payment Terms

The Village shall assume and be responsible to pay for all fuel usage as reported by the Department's Fleet Services Unit.

A bill will be generated 15 days after the end of the month for the total amount of fuel consumed by the Village during the month.

A report will accompany the bill detailing the amount billed. The report will contain vehicle IDs, transaction dates, the number of gallons consumed per transaction, the cost of each transaction, the total cost per vehicle and the total amount billed for the month, including a fifteen percent (15%) administrative fee.

Payment is due in full 45 days after the end of the month in which the expense was incurred. Balances left unpaid after the due date will be assessed a late fee.

3. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof by the Suffolk County Legislature, and no liability shall be incurred by the County under this Agreement beyond the amount of funds appropriated by the Legislature for the Services covered by this Agreement.

End of Text for Exhibit D

Rev. 11/20/07; Law No. **DRAFT**
Purchase of Fuel
Incorporated Village of Westhampton Beach

2180

Exhibit E
Suffolk County Legislative Resolution

2180

Exhibit F
Incorporated Village of Westhampton Beach Resolution

COUNTY OF SUFFOLK



2180

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner 

SUBJECT: A Draft Resolution Permitting the Incorporated Village of Westhampton Beach to Purchase Fuel from the County

DATE: November 9, 2012

Attached is a draft resolution (filed as Reso-DPW-Inc. Vlg. WHB-Fuel Purchase) and the appropriate forms (filed as Backup-DPW-Inc. Vlg. WHB-Fuel Purchase-SCIN 175 A&B), which will enable the Incorporated Village of Westhampton Beach to purchase fuel from the County.

This will be done at no cost to the County. The Incorporated Village of Westhampton Beach shall assume and be responsible to pay all fuel usage, as reported by the Department's Fleet Services Unit, in addition to a fifteen percent (15%) administrative fee.

The Incorporated Village of Westhampton Beach will also be responsible for making their own arrangements with the County designated fuel dispensing vendor and pay all costs to retrofit their vehicles to conform to the County's Fuel Management/Preventative Maintenance Inventory Control System. They will also be responsible to pay for any future costs associated with maintaining and/or upgrading the system.

GA:LC
Encl.

cc: Regina M. Calcaterra, Chief Deputy County Executive
Ben Zwirn, Director of Intergovernmental Relations
Tom Vaughn, County Executive Assistant
Jim Burt, Assistant Budget Director
Laura Conway, CPA, Chief Accountant
Mike James, Assistant Fleet Manager
CE RESO REVIEW

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Introductory Resolution No. 2181-12

Laid on Table 12/4/12

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2012, SALE OF COUNTY-OWNED
REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
ROBERT I. TOUSSIE
(SCTM NO. 0200-167.00-03.00-020.000)**

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 167.00 Block 03.00 Lot 020.000 and acquired by Tax Deed on April 17, 1984 from Jean H. Tuthill, the County Treasurer of Suffolk County, New York, and recorded on April 17, 1984 in Liber 9548 at CP 232 and described as follows, known and designated as Lots 43, 44 and 45 inclusive in Block 35 on a certain map entitled "Map of Shanmont Estates, Section C", and filed in the Office of the Clerk of the County of Suffolk on September 27, 1910 as Map No. 113,

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

WHEREAS, Robert I. Toussie, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$2,900.00. 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 Real Estate, and/or her designee, has received and deposited the sum of \$2,900.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Economic Development and 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 Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Robert I. Toussie, 290 Exeter Street, Brooklyn, New York 11235.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

2181

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

SUMMARY STATEMENT

DIRECT SALE:

Suffolk County Local Law No. 13-1976
Tax Map No. 0200-167.00-03.00-020.000

ADJOINING OWNER	BID	BID	BID
Robert I. Toussie 290 Exeter Street Brooklyn, New York 11235 0200-167.00-03.00-019.000	\$2,900.00		
Louis Delea & Sons, Inc. 444 Elwood Road East Northport, New York 11731 0200-167.00-03.00-014.000	\$0		
Thomas M. Patton 603 Hermits Trail Altamonte Springs, FL 32701 0200-167.00-03.00-015.000	\$0		
Ilena M. Sturgeon P.O. Box 135 Chesterville, OH 43317 0200-167.00-03.00-021.000	\$0		

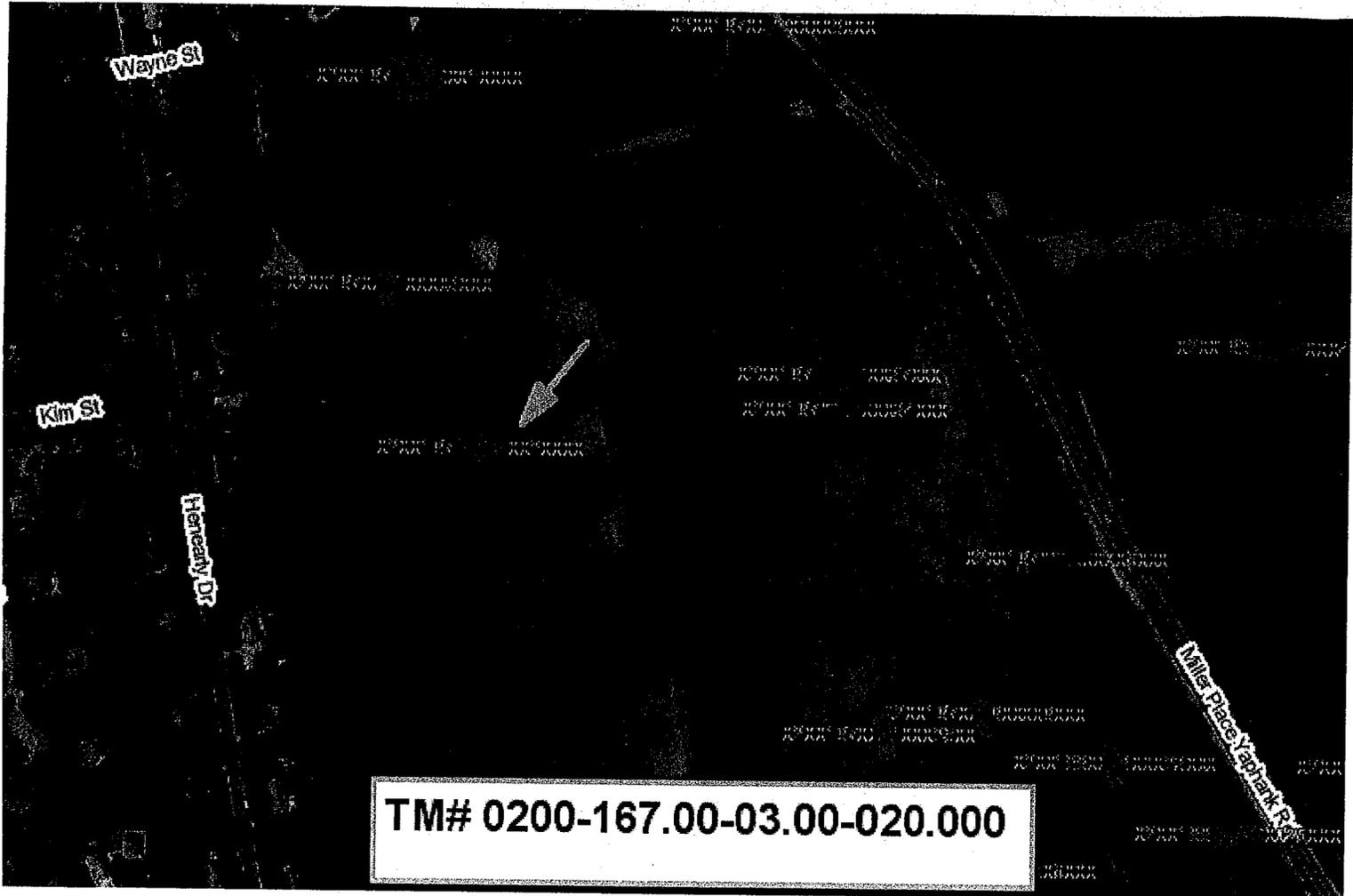
SIZE OF PARCEL: 60' x 100'
APPRAISED VALUE: \$2,500.00
COMMENT: Direct Sale to Adjacent Owner

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

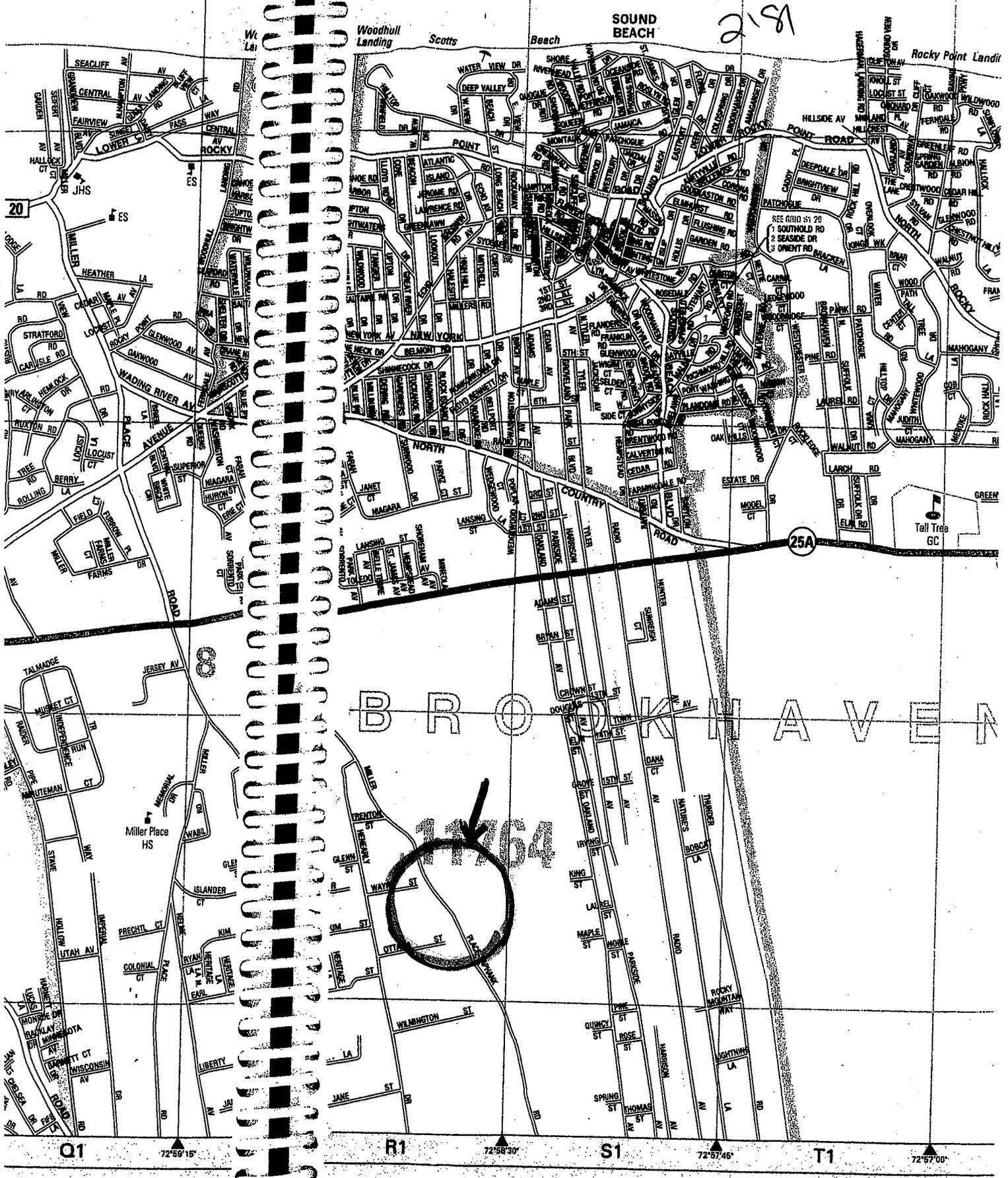


TM# 0200-167-00-03.00-020.000

2181

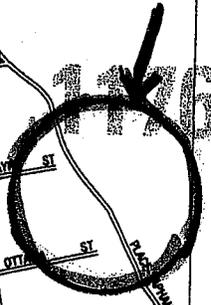


TM# 0200-167.00-03.00-020.000



281

BROOKLINE AVENUE



1164

TM # 0200-167.00-03.00-020.000

Joins Map 26

2181

**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
 2012

10. Name & Title of Preparer Signature of Preparer Date
 R.J. Bhatt [Signature] 11/16/12
 Land Management Specialist

COUNTY OF SUFFOLK



2187

Steven Bellone
SUFFOLK COUNTY EXECUTIVE
Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

**Division of Real Property
Acquisition and Management**

November 16, 2012

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

Re: Tax Map Number: 0200-167.00-03.00-020.000

Dear Mr. Schneider:

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,

Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and
Management

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

Copy w/ Resolution to:
Tom Vaughn, Assistant County Executive (2 hard copies)
CE Reso Review, (electronic copy)

Introductory Resolution No.

2182-12

Laid on Table

12/4/12

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2012, SALE OF COUNTY-OWNED
REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
LAWRENCE C. SCHULZ, JR.
(SCTM NO. 0209-030.00-02.00-022.000)**

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 Mastic Beach, 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 0209 Section 030.00 Block 02.00 Lot 022.000 and acquired by Tax Deed on June 24, 2004 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on July 15, 2004 in Liber 12330 at CP 857 and described as follows, known and designated as Lots 7703 and 7704 on a certain map entitled "Third Map of Mastic Beach", and filed in the Office of the Clerk of the County of Suffolk on November 11, 1926 as Map No. 626,

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, Lawrence C. Schulz, Jr., has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$3,000.00. 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 \$2,000.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of Real Estate, and/or her designee, has received and deposited the sum of \$3,000.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Economic Development and 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 Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Lawrence C. Schulz, Jr., 15 Hemlock Drive, Mastic Beach, New York 11951.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

2182

**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

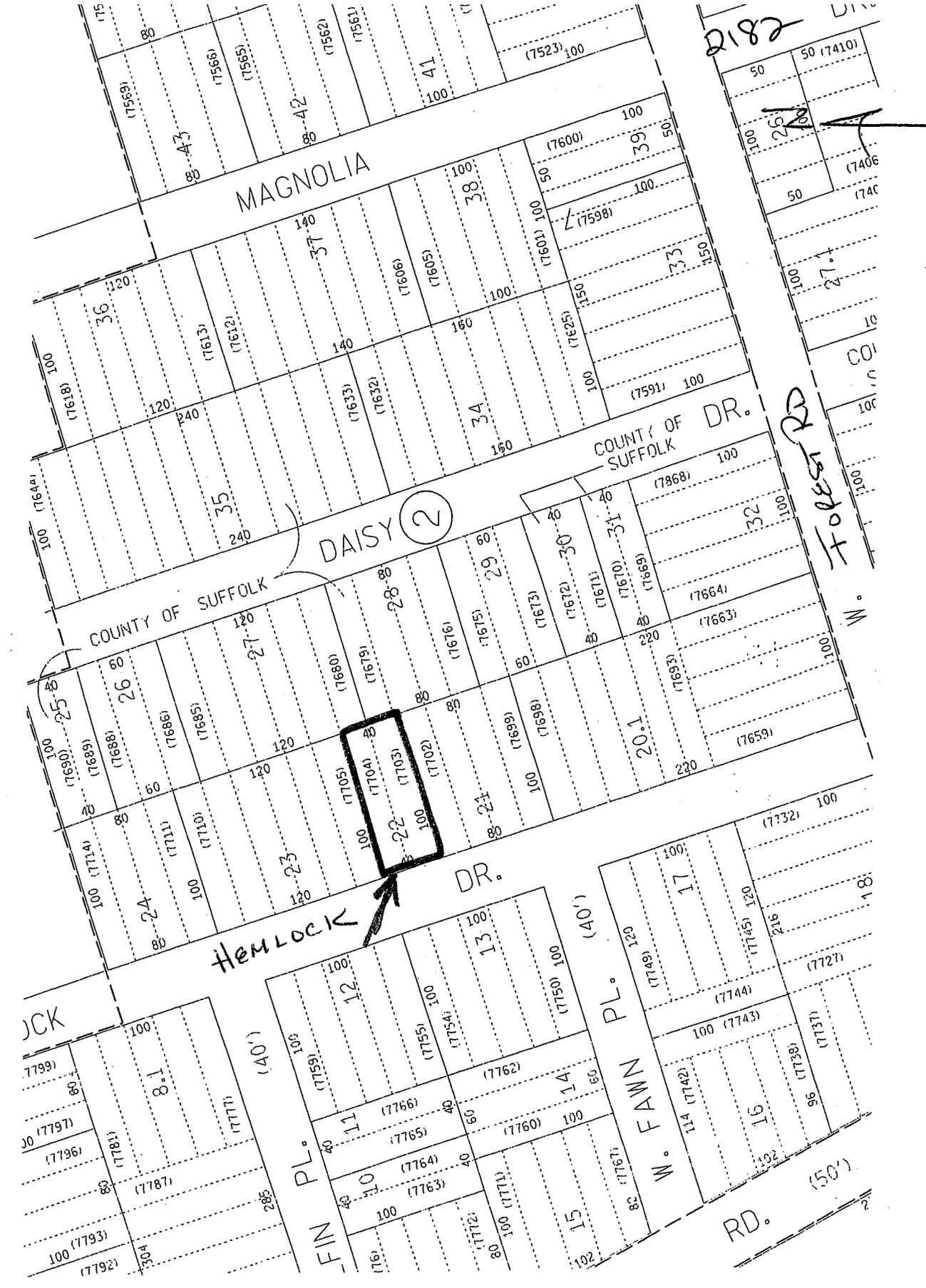
DIRECT SALE:

Suffolk County Local Law No. 13-1976
Tax Map No. 0209-030.00-02.00-022.000

ADJOINING OWNER	BID	BID	BID
Lawrence C. Schulz, Jr. 15 Hemlock Drive Mastic Beach, New York 11951 0209-030.00-02.00-021.000	\$3,000.00		
L.I. Property Inc. 23 Hemlock Drive Mastic Beach, New York 11951 0209-030.00-02.00-023.000	\$0		
Alfred & Janet Palma 134 Dahlia Drive Mastic Beach, New York 11951 0209-030.00-02.00-027.000	\$0		
Suffolk County Parks P.O. Box 144 Sayville, New York 11782 0209-030.00-02.00-028.000	\$0		

SIZE OF PARCEL: 40' x 10'
APPRAISED VALUE: \$2,000.00
COMMENT: Direct Sale to Adjacent Owner

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



2182



TM # 0209-030.00-02.00-022.000

2182



W. 1st St

W. 2nd St

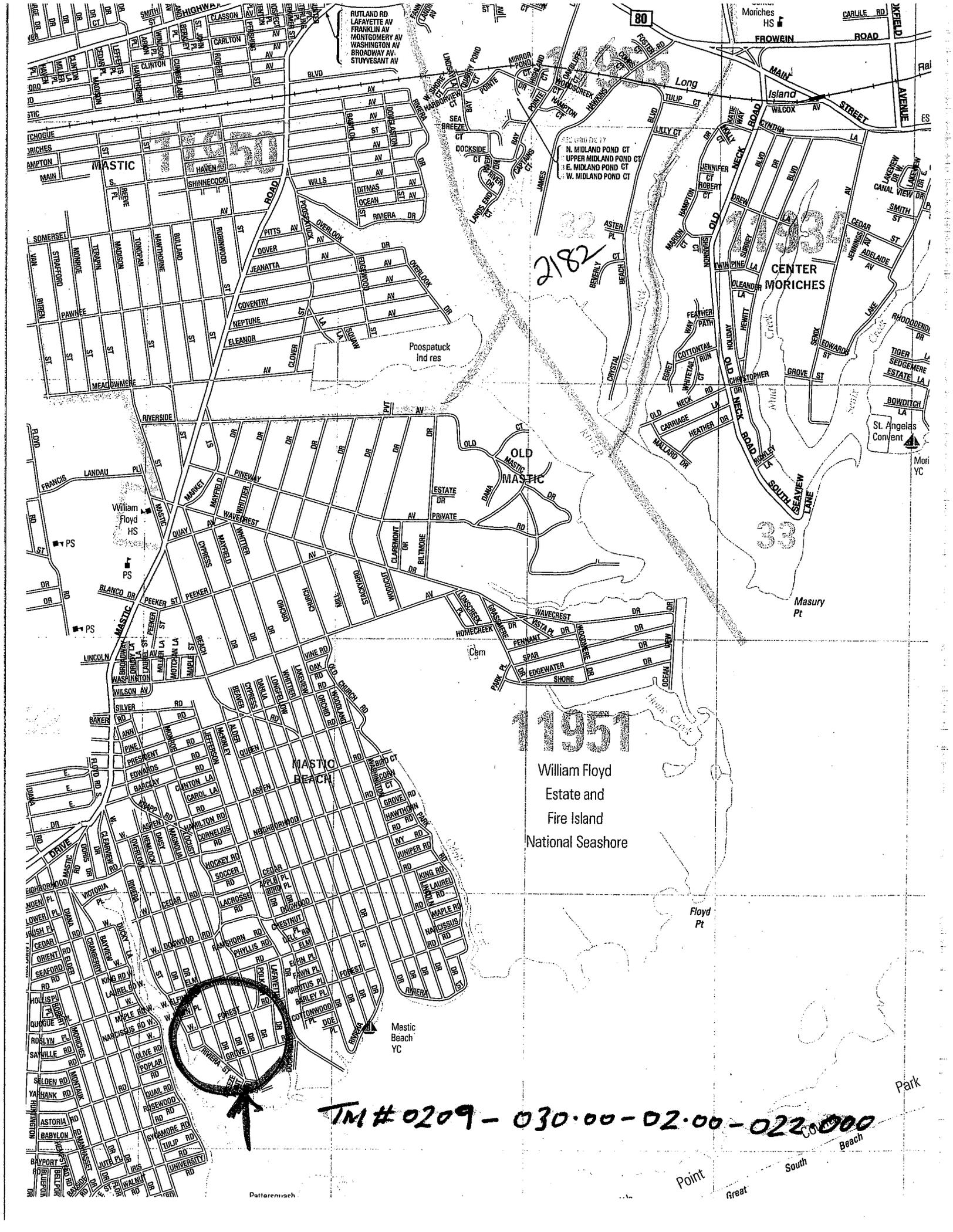
W. 3rd St

W. 4th St

W. 5th St

TM# 0209-030.00-02.00-022.000

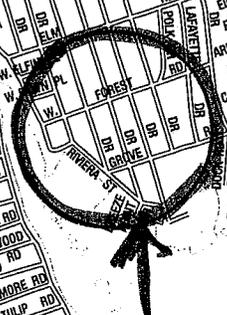
200 ft



2182

1951

William Floyd
Estate and
Fire Island
National Seashore



TM# 0209 - 030.00 - 02.00 - 022000

Point South Beach Park

Patterson

2182

**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
2012

10. Name & Title of Preparer Signature of Preparer Date
 R.J. Bhatt RJBhatt 11/16/12
Land Management Specialist

COUNTY OF SUFFOLK



2182

Steven Bellone
SUFFOLK COUNTY EXECUTIVE
Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

November 16, 2012

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

Re: Tax Map Number: 0209-030.00-02.00-022.000

Dear Mr. Schneider:

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,

Wayne R Thompson

Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and
Management

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

Copy w/ Resolution to:
Tom Vaughn, Assistant County Executive (2 hard copies)
CE Reso Review, (electronic copy)

Introductory Resolution No. 2183-12

Laid on Table 12/4/12

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2012, SALE OF COUNTY-OWNED
REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
ANGEL MEDRANO AND ELIZABETH MEDRANO, HIS WIFE
(SCTM NO. 0100-058.00-01.00-037.000)**

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 058.00 Block 01.00 Lot 037.000 and acquired by Tax Deed on September 23, 2009 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 28, 2009 in Liber 12601 at CP 256 and described as follows, known and designated as Lots 22 and 23 in Block 23 on a certain map entitled "Map of Colonial Springs", and filed in the Office of the Clerk of the County of Suffolk on March 16, 1926 as Map No. 223,

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, Angel Medrano and Elizabeth Medrano, have made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$4,000.00. 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 \$1,500.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of Real Estate, and/or her designee, has received and deposited the sum of \$4,000.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Economic Development and 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 Real Estate, 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 Angel Medrano and Elizabeth Medrano, 39 Irving Avenue, Wyandanch, New York 11798.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

2183

**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. 0100-058.00-01.00-037.000

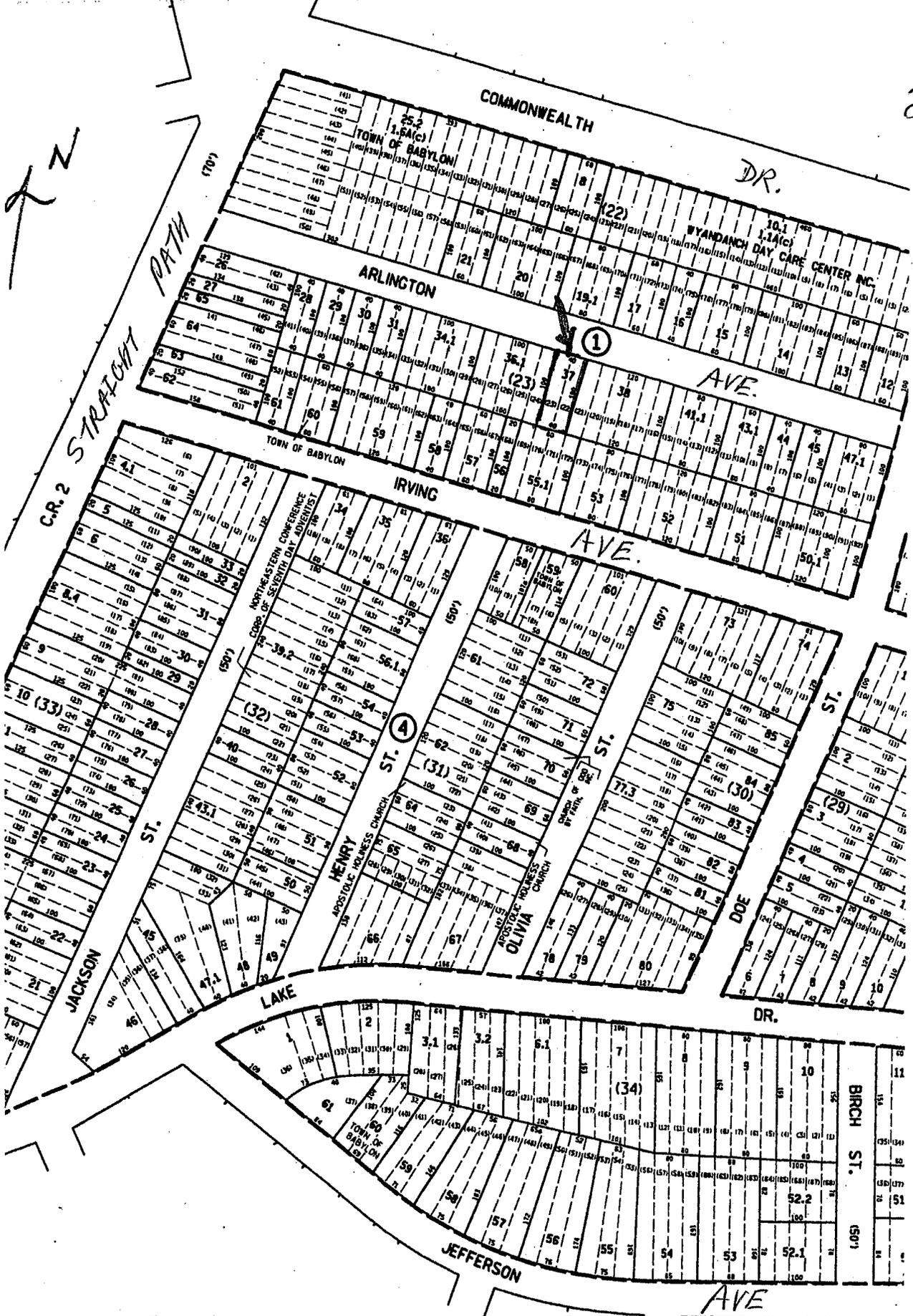
ADJOINING OWNER	BID	BID	BID
Angel & Elizabeth Medrano 39 Irving Avenue Wyandanch, New York 11798 0100-058.00-01.00-055.001	\$4,000.00		
Noseer & Maryann Bokhari 30 Arlington Avenue Wyandanch, New York 11798 0100-058.00-01.00-036.001	\$0		
Indiana Bumpers 38 Arlington Avenue Wyandanch, New York 11798 0100-058.00-01.00-038.000	\$0		

SIZE OF PARCEL: 40' x 100'
APPRAISED VALUE: \$1,500.00
COMMENT: Direct Sale to Adjacent Owner

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

2183

RZ

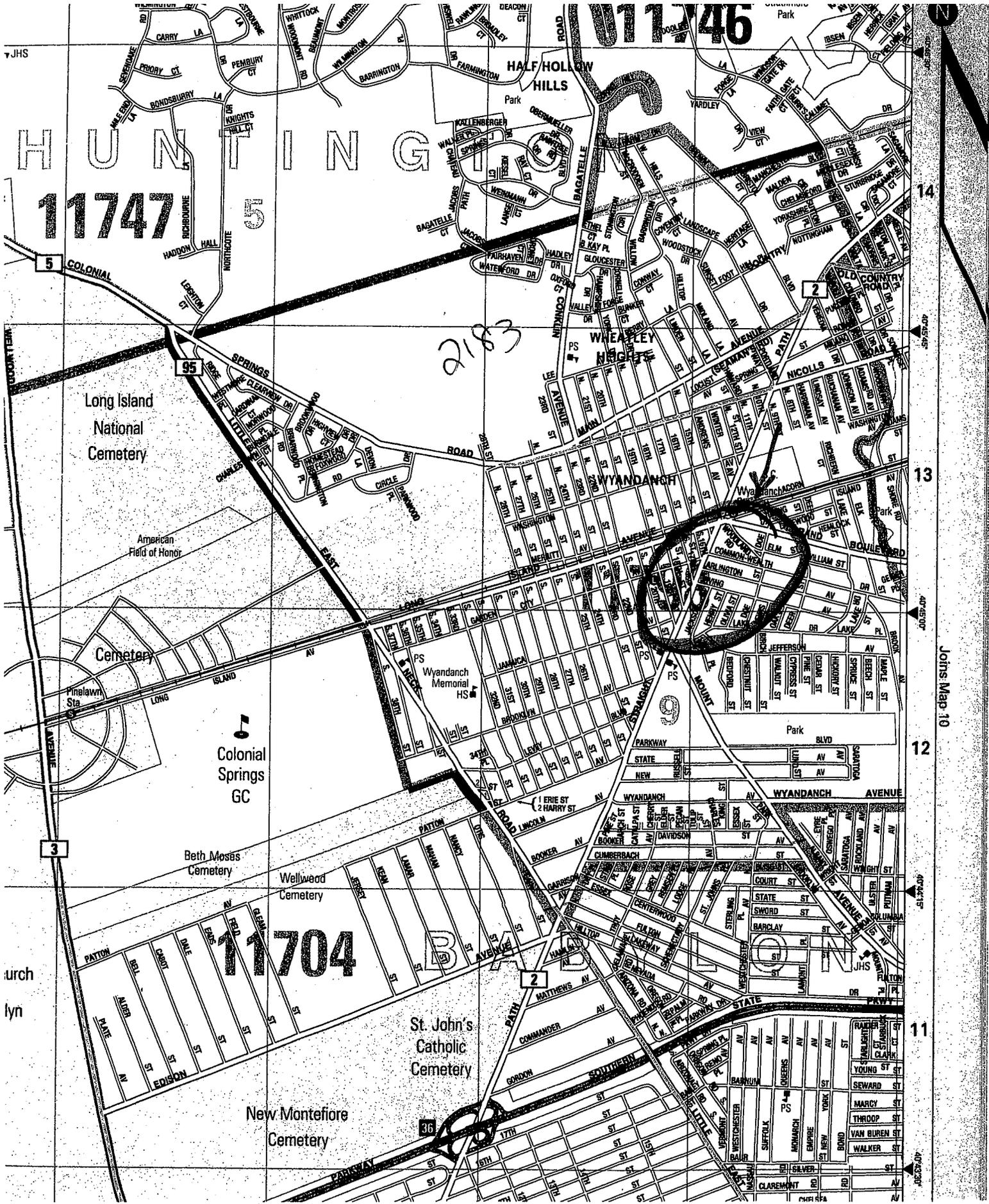


T.M.# 0100-058.00-01.00-037.000

2183



TM# 0100-058.00-01.00-037.000



TM # 0100-058.00-01.00-037.000

2183

**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
2012
10. Name & Title of Preparer Signature of Preparer Date
 R.J. Bhatt _____ R.J. Bhatt _____ 11/16/12
Land Management Specialist

COUNTY OF SUFFOLK



2183

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

November 16, 2012 **Division of Real Property
Acquisition and Management**

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

Re: Tax Map Number: 0100-058.00-01.00-037.000

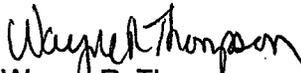
Dear Mr. Schneider:

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,


Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and
Management

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

Copy w/ Resolution to:
Tom Vaughn, Assistant County Executive (2 hard copies)
CE Reso Review, (electronic copy)

Introductory Resolution No. 2184

Laid on Table 12/4/12

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2012, AUTHORIZING THE
SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT
TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO
THE TOWN OF SOUTHAMPTON FOR AFFORDABLE
HOUSING PURPOSE
(SCTM NO. 0900-144.00-01.00-004.000)**

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 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 144.00, Block 01.00, Lot 004.000, and acquired by tax deed on September 24, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 28, 2009, in Liber 12601, CP 260, known and designated as part of Lot 7 on a certain map entitled "Map of Riverhead Estates, Section "B", and filed in the Office of the Clerk of the County of Suffolk on March 4, 1944 as Map No. 1398,

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 Southampton, 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 Planning 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 Southampton, 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 Real Estate, and /or her designee. 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 Real Estate, and /or her designee 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 Real Estate and /or her designee, with an annual written report, no later than December 31 of each year commencing December 31, 2012, 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 Southampton 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 Estate, and/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:



Southampton Town Board
116 Hampton Road
Southampton, NY 11968

ADOPTED

RESOLUTION 2012-805

Meeting: 08/14/12 01:00 PM
Department: Town Attorney
Category: Agreements, Contracts, Leases
Prepared By: Kara Bak
Initiator: Tiffany Scarlato
Sponsors: Councilwoman Bridget Fleming
DOC ID: 15730

Acquire Properties from Suffolk County Pursuant to General Municipal Law 72-H for Affordable Housing Purposes

WHEREAS, the County of Suffolk has the following two properties located within the Town of Southampton which are eligible for transfer to the Town under the County's 72H Land Transfer Program:

42 Neptune Avenue, Hampton Bays, NY (SCTM#:0900-260.00-04.00-005.001)

14 Silver Brook Drive, Flanders, NY (SCTM#:0900-144.00-01.00-004.000)

WHEREAS, the Town Board of the Town of Southampton wishes to promote affordable housing within the Town and finds the subject parcels potentially suitable sites to provide such affordable housing opportunities; and

WHEREAS, the Town of Southampton Housing Authority, has expressed the interest and desire to develop the properties for affordable housing purposes; and

WHEREAS, the properties are restricted to be used solely and exclusively for affordable housing purposes; and

WHEREAS, that the Town of Southampton hereby requests that the Suffolk County Legislature authorize the conveyance of said properties to the Town of Southampton; now therefore, be it

RESOLVED, that the Town Board of the Town of Southampton will simultaneously upon such conveyance from the County of Suffolk, convey 14 Silver Brook Drive, Flanders to the Town of Southampton Housing Authority or its not-for-profit corporation, Southampton Community Housing and Development Corp. for development as affordable homeownership; and be it

FURTHER RESOLVED, that the Town Board of the Town of Southampton hereby authorizes the Supervisor to execute and deliver all documents necessary in order to accept title to the properties from the County of Suffolk and to convey 14 Silver Brook Drive to the Town of Southampton Housing Authority or its not-for-profit corporation, Southampton Community Housing and Development Corp. including covenants and restrictions and a Transfer and Development Agreement which will require that the properties be developed for affordable housing homeownership purposes as indicated herein; and be it

FURTHER RESOLVED, that the Town Board of the Town of Southampton hereby accepts the transfer of 42 Neptune Avenue to the Town of Southampton for affordable housing purposes to be determined by further resolution of the Town Board; and be it

FURTHER RESOLVED, that the Town Clerk shall forward a copy of this resolution to the County of Suffolk and The Town of Southampton Housing Authority.

2184

**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 SOUTHAMPTON

Tax Map No.: 0900-144.00-01.00-004.000

Section 72-h, Gen'l Municipal Law

	<u>Amount</u>
County Investment	\$3,411.15

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

Revisions
 03-22-00
 03-19-01
 04-12-01
 03-05-02
 07-26-02
 08-20-02
 01-14-03
 04-22-03
 03-29-04
 06-04-04
 01-20-05
 06-24-05
 07-14-06

N 252,709 E 2,377,500

2184



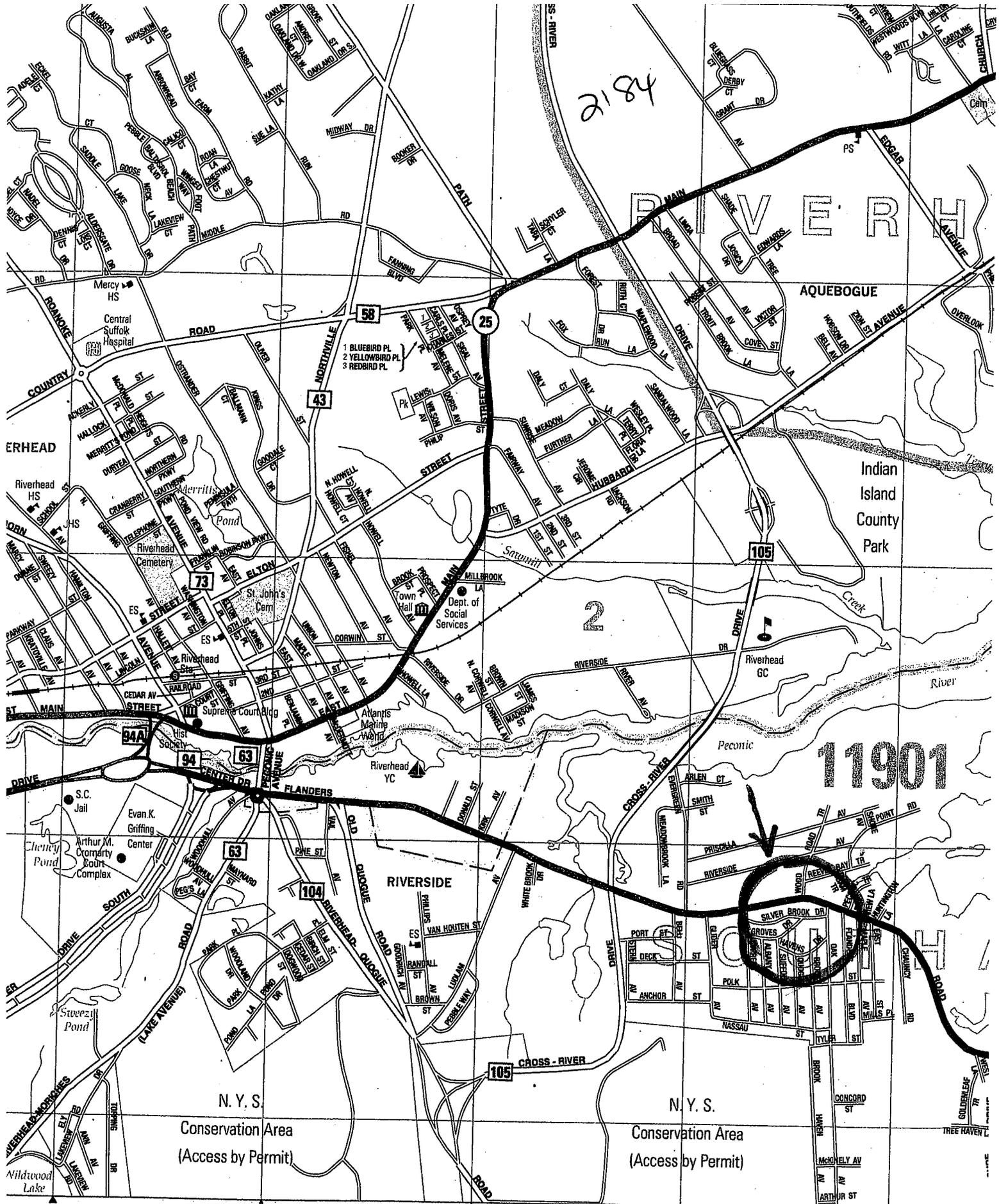
N 250,800 E 2,377,500

TM# 0900-1AA-00-01-00-064-000

2184



TM# 0900-144.00-01.00-004.000



2184

11901

2

- 1 BLUEBIRD PL
- 2 YELLOWBIRD PL
- 3 REDBIRD PL

TM# 0900-144.00-01.00-004.000

2184

**DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION**

Resolution Title:

Tax Map No.: 0900-144.00-01.00-004.000

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: \$3,411.15

Contact Person:
Wayne R. Thompson

Telephone Number:
(631) 853-5971

2184

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 Southampton 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
2012

10. Name & Title of Preparer Signature of Preparer Date
 R. J. Bhatt R. J. Bhatt 11/16/12
Land Management Specialist

COUNTY OF SUFFOLK



2184

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

November 16, 2012

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

Re: Tax Map No.: 0900-144.00-01.00-004.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the
Town of Southampton for Affordable Housing Purposes.

Dear Mr. Schneider:

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 Southampton for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Wayne R. Thompson
Real Property Manager
Division of Real Property
Acquisition and Management

WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy w/ Resolution to:
Tom Vaughn, Assistant County Executive (2 hard copies)
CE Reso Review, (electronic copy)

Introductory Resolution No. 2185-12

Laid on Table 12/4/12

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2012, SALE OF COUNTY-OWNED
REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
MYRON A. HAUPTMAN AND RALPH DELEA, TRUSTEES
(SCTM NO. 0200-188.00-03.00-029.000)**

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 188.00 Block 03.00 Lot 029.000 and acquired by Tax Deed on September 27, 1999 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on October 19, 1999 in Liber 11995 at CP 605 and described as follows, known and designated as Lots 18 and 19 in Block 5 on a certain map entitled "Amended Map of Shanmont Estates, Section C", and filed in the Office of the Clerk of the County of Suffolk on September 27, 1910 as Map No. 113.

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, Myron A. Hauptman and Ralph Delea, have made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$1,500.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

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

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

WHEREAS, the Suffolk County Department of Economic Development and 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 Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Myron A. Hauptman and Ralph Delea, 444 Elwood Road, East Northport, New York 11731.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

2185

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

SUMMARY STATEMENT

DIRECT SALE:

Suffolk County Local Law No. 13-1976
Tax Map No. 0200-188.00-03.00-029.000

ADJOINING OWNER	BID	BID	BID
Myron A. Hauptman and Ralph Delea 444 Elwood Road East Northport, New York 11731 0200-188.00-03.00-026.000 0200-188.00-03.00-030.000 0200-189.00-01.00-003.000	\$1,500.00		

SIZE OF PARCEL: 40' x 100'
APPRAISED VALUE: \$1,500.00
COMMENT: Direct Sale to Adjacent Owner

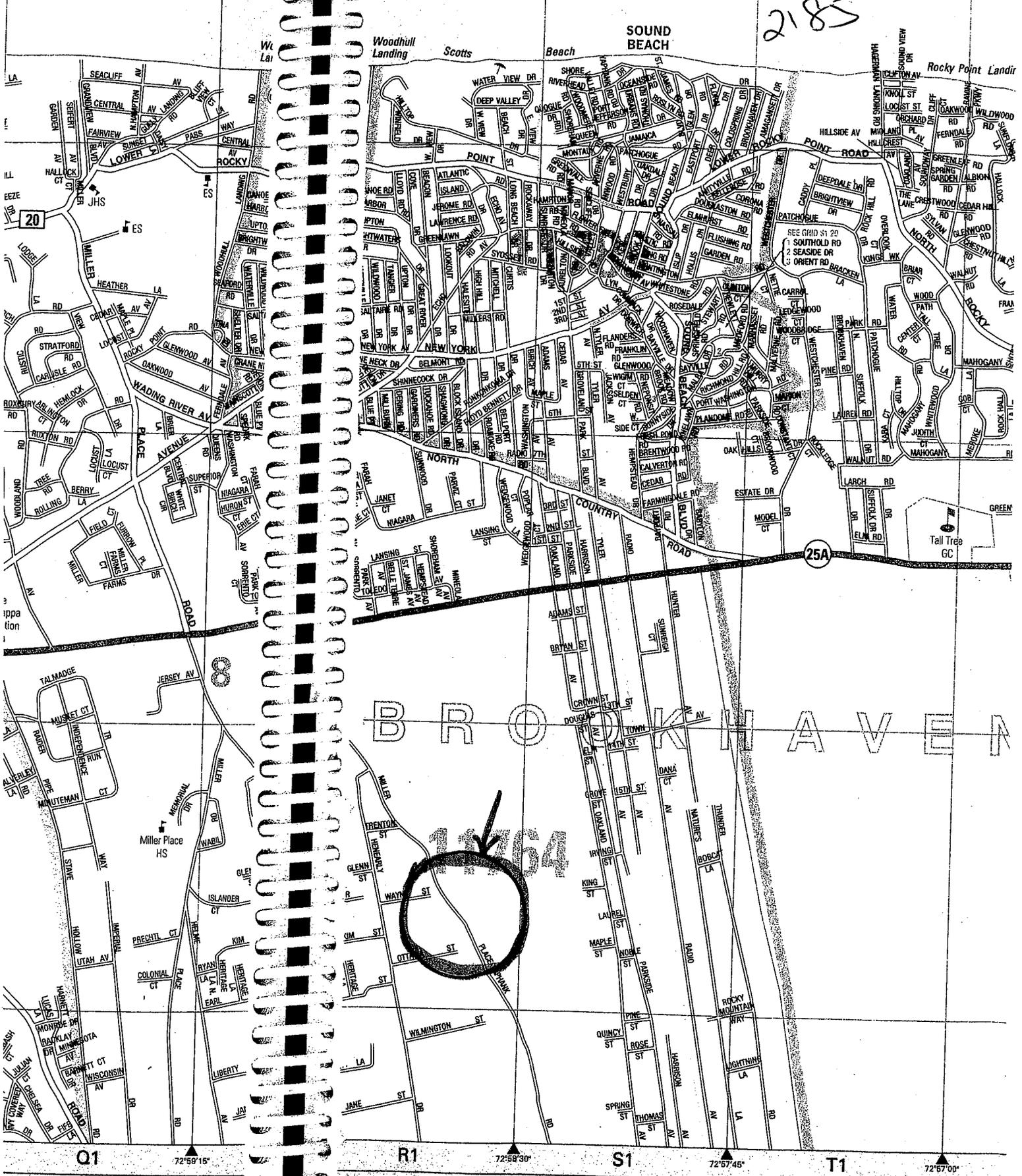
Wayne R. Thompson
Property Manager
(631) 853-5971

2185

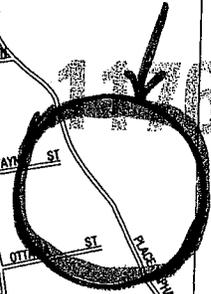


TM# 0200-188.00-03.00-029.000

2185



BROOKLYN AVENUE



TM# 0200-188-00-03-00-029-000

Joins Map 26

2185

**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
2012

10. Name & Title of Preparer Signature of Preparer Date
 R.J. Bhatt R.J. Bhatt 11/16/12
Land Management Specialist

COUNTY OF SUFFOLK



2185

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

November 16, 2012

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

Re: Tax Map Number: 0200-188.00-03.00-029.000

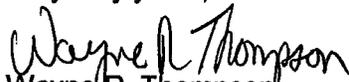
Dear Mr. Schneider:

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,


Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and
Management

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

Copy w/ Resolution to:
Tom Vaughn, Assistant County Executive (2 hard copies)
CE Reso Review, (electronic copy)

Introductory Resolution No. 2186-12

Laid on Table

12/4/12

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2012, SALE OF COUNTY-OWNED
REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
MYRON A. HAUPTMAN AND RALPH DELEA, TRUSTEES
(SCTM NO. 0200-167.00-04.00-025.000)**

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 167.00, Block 04.00, Lot 025.000 and acquired by Tax Deed on July 21, 1997 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on August 6, 1997 in Liber 11844 at CP 842 and described as follows, known and designated as Lots 4 and 5 in Block 20 on a certain map entitled "Amended Map of Shanmont Estates, Section C", and filed in the Office of the Clerk of the County of Suffolk on September 27, 1910 as Map No. 113,

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, Myron A. Hauptman and Ralph Delea, have made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$ 1,500.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

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

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

WHEREAS, the Suffolk County Department of Economic Development and 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 Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Myron A. Hauptman and Ralph Delea, 444 Elwood Road, East Northport, New York 11731.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

2181e

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

SUMMARY STATEMENT

DIRECT SALE:

Suffolk County Local Law No. 13-1976
Tax Map No. 0200-167.00-04.00-025.000

ADJOINING OWNER	BID	BID	BID
Myron A. Hauptman & Ralph Delea 444 Elwood Road East Northport, New York 11731 0200-167.00-04.00-024.000 & 026.000	\$1,500.00		
Arthur A. & Gerald Lawson 3736 Eastwood Circle Santa Clara, CA 95050 0200-167.00-04.00-027.000	\$0		

SIZE OF PARCEL: 40' x 100'
APPRAISED VALUE: \$1,500.00
COMMENT: Direct Sale to Adjacent Owner

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

(OPEN SPACE)



NOTICE

MAINTENANCE, ALTERATION, SALE OR
RETRIBUTION OF ANY PORTION OF THE

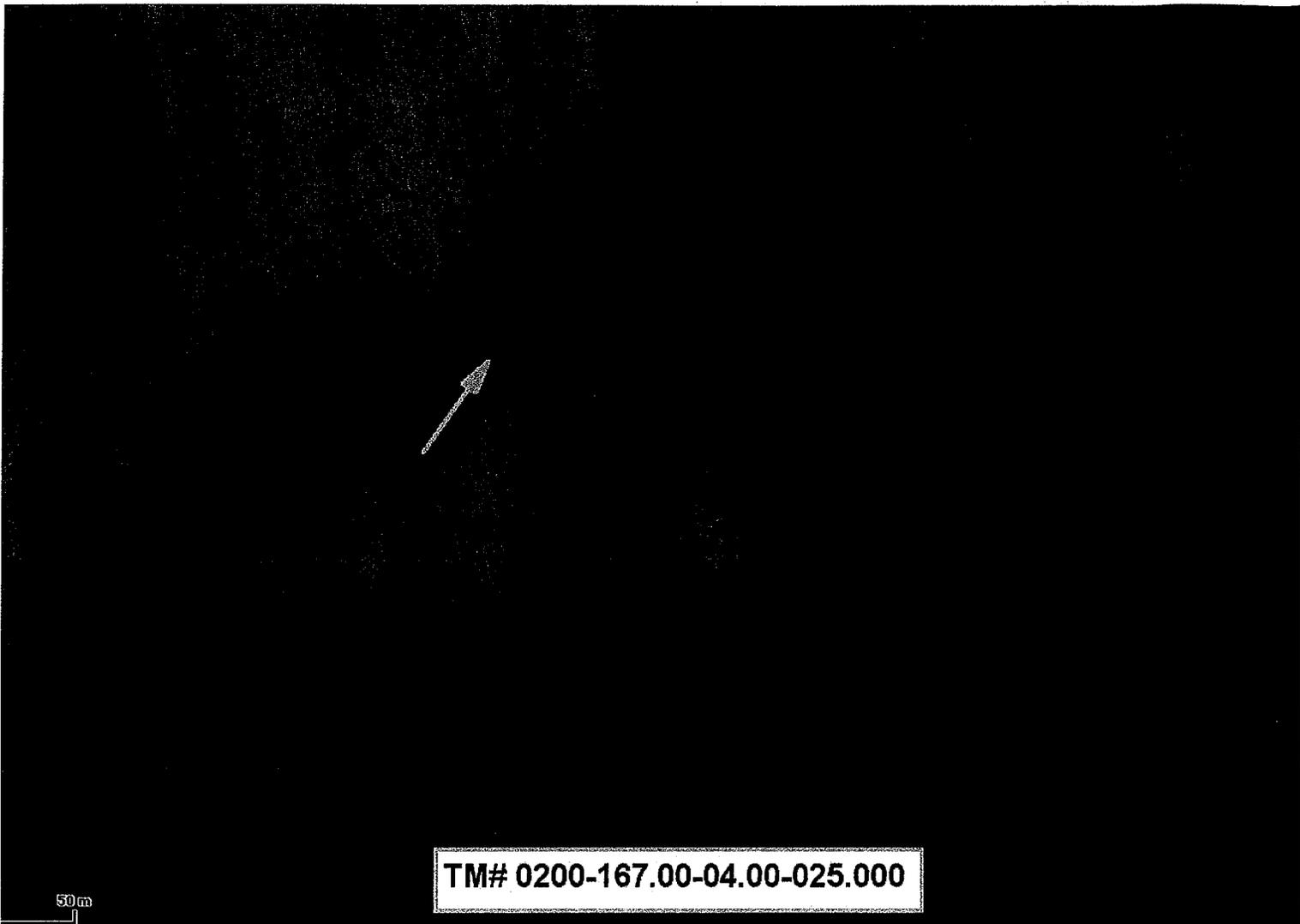


COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N.Y. 11901

KEY	143	144	145	TOWN OF	BROOKHAVEN
	166	167	168	VILLAGE OF	

Map # 0200-167.00-04.00-025.000

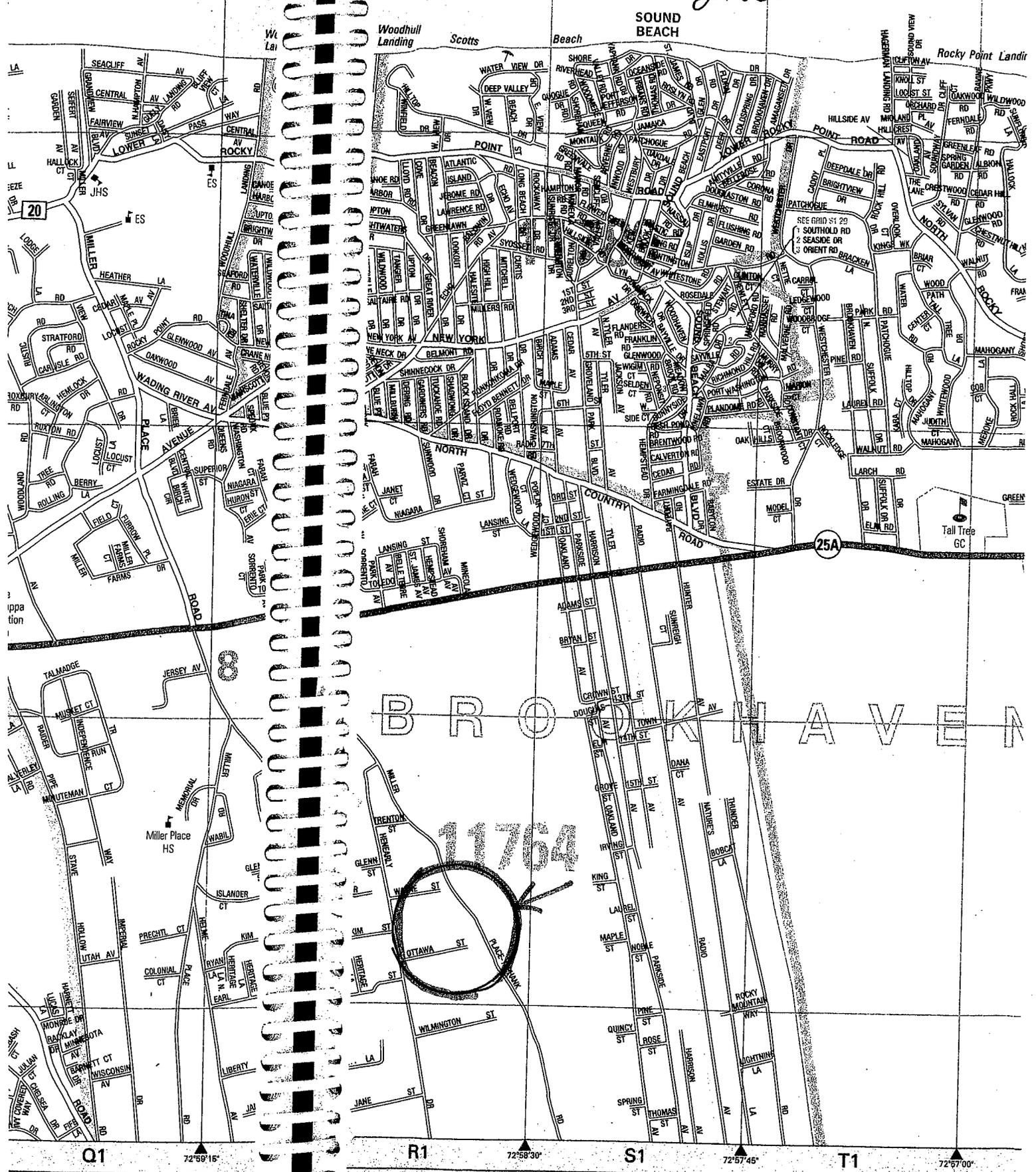
2186



50m

TM# 0200-167.00-04.00-025.000

2186



B R O O K L I N A V E N U E

11764



Q1 72°59'15" R1 72°59'30" S1 72°57'45" T1 72°57'00"

Joins Map 26

Tract # 0200-167.00-0A*00-025.000

2180

**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
2012

10. Name & Title of Preparer Signature of Preparer Date
 R.J. Bhatt R.J. Bhatt 11/16/12
Land Management Specialist

COUNTY OF SUFFOLK



2186

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

November 16, 2012

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

Re: Tax Map Number: 0200-167.00-04.00-025.000

Dear Mr. Schneider:

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,

Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and
Management

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

Copy w/ Resolution to:
Tom Vaughn, Assistant County Executive (2 hard copies)
CE Reso Review, (electronic copy)

Intro. Res. No. 2187-12
Introduced by the Presiding Officer (on request of the County Executive)

LOT 12/4/12

RESOLUTION NO. AMENDING THE
SUFFOLK COUNTY CLASSIFICATION AND
SALARY PLAN IN CONNECTION WITH A NEW
POSITION TITLE IN THE DEPARTMENT OF HEALTH SERVICES:
SPECIAL EDUCATION SERVICES PROVIDER

WHEREAS, the Department of Civil Service/Human Resources has completed a review of the duties and responsibilities of a certain position; and

WHEREAS, on the basis of this review they have determined that the new title of Special Education Services Provider be created; and

WHEREAS, creation of this title will allow the Department of Health Services to remain eligible for flow-through funding reimbursement; now, therefore be it

1st RESOLVED, that the Suffolk County Classification and Salary Plan and the Department of Health Services operating budget be and they are hereby amended as follows:

ADDITION TO CLASSIFICATION AND SALARY PLAN

<u>Spec No.</u>	<u>JC</u>	<u>Position Title</u>	<u>Grade</u>	<u>BU</u>
2629	C	Special Education Services Provider	23	02

AMENDMENTS TO OPERATING BUDGET

ADDITION

<u>Position No.</u>	<u>Spec. No</u>	<u>Position Title</u>	<u>Grade</u>	<u>BU</u>
01-4813-1000-0035	2629	Special Education Services Provider	23	02

DELETION

<u>Position No.</u>	<u>Spec. No</u>	<u>Position Title</u>	<u>Grade</u>	<u>BU</u>
01-4813-1000-0025	3035	Senior Education Consultant	23	02

and be it further

2nd RESOLVED, that the provisions of the within resolution shall take effect on January 1, 2013 in conjunction with the 2013 Operating budget.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date:

DISTINGUISHING FEATURES OF THE CLASS

An employee in this class is responsible for providing itinerant teaching services to preschool students ages 3-5 with disabilities and also for providing service coordination activities directly related to the Early Intervention Program which provides services to children from Birth to age 2.11. The incumbent is expected to exercise considerable independent judgment and initiative in carrying out program activities. Work is reviewed by an administrative supervisor through periodic reports and conferences. Does related work as required.

TYPICAL WORK ACTIVITIES

- Provides individual special education services to preschool children who have an Individual Education Plan developed by the school district;
- Prepares treatment log notes, quarterly reports and annual review reports;
- Performs formal testing;
- Provides recommendations to the Committee on Preschool Special Education based on the documented needs of the child;
- Provides consultation to the child's classroom teacher regarding modifications to methodology, materials and behavior intervention strategies for those enrolled in non-special education early childhood programs;
- Provides training and support to the child's family to maximize growth;
- Acts as a coordinator of services for children who also receive related services such as speech therapy, occupational therapy and physical therapy;
- Plans and assists in the development of individual programs for children with developmental delay (Birth to 2.11) and their families;
- Serves as a team member with other professionals;
- Promotes public understanding and cooperation with the objectives of the Early Intervention Program;
- Coordinates services with other community resources;
- Prepares and submits monthly activity and statistical reports;
- Assists in planning and organizing training program for parents, staff and community members.

FULL PERFORMANCE KNOWLEDGES, SKILL, ABILITIES AND PERSONAL CHARACTERISTICS

Thorough knowledge of the principles, practices and methods involved in providing special education services to children who are developmentally delayed; thorough knowledge of the methods, theories and practices involved in developing educational programs, thorough knowledge of the current trends, developments and sources of information in the field of education; thorough knowledge of the laws pertaining to Early Intervention and Special Education programs for infants, toddlers and preschool children; thorough knowledge of the facilities and resources available in the community for infants and children who require intervention services and the most effective means of utilizing them; thorough knowledge of the modern developments, current literature, sources of information and materials used to implement preschool and early intervention services; ability to establish programs and maintain effective working relationships with families; ability to establish and maintain effective relationships with teachers in typical preschool programs; ability to analyze, plan and participate in the development of programs to effectively meet the needs of infants and children; ability to express oneself clearly and concisely, both orally and in writing; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

OPEN COMPETITIVE

Graduation from a college with federally-authorized accreditation or registration by NY State with a Master's degree in Special Education and three (3) years of experience in case management, delivery of services to families or children, or in special education.

NECESSARY SPECIAL REQUIREMENT

Candidate must possess either a New York State teaching certificate titled Special Education or Students with Disabilities (Birth to Grade 2).

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

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____ 2187		
2. Title of Proposed Legislation RESOLUTION No. _____ AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE DEPARTMENT OF HEALTH SERVICES (SPECIAL EDUCATION SERVICES PROVIDER)		
3. Purpose of Proposed Legislation To add the title of Special Education Services Provider to the Classification and Salary Plan for use in the Department of Health Services and to amend the Department's operating budget to add one Special Education Services Provider position and delete one Senior Education Consultant position.		
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 or Other Subdivision.		
8. Proposed Source of Funding		
9. Timing of Impact		
10. Typed Name & Title of Preparer	11. Signature of Preparer	
Cynthia DiStefano Chief of Classification <i>Theresa Lollo</i>	<i>Cynthia DiStefano</i> <i>Theresa Lollo</i>	
	November 21, 2012 <i>11/27/12</i>	

SCIN FORM 175b (10/05)
Budget Office

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

2187

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, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

2187

DEPARTMENT OF CIVIL SERVICE/HUMAN RESOURCES
NORTH COUNTY COMPLEX BLDG. 158
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5500
FAX (631) 853-6305

ALAN SCHNEIDER
PERSONNEL DIRECTOR

interoffice memorandum

TO: Jon Schneider, Deputy County Executive
FROM: Cynthia DiStefano, Director of Classification
DATE: November 21, 2012
RE: New Title Request

~~~~~

A draft of a Resolution to amend the Classification and Salary Plan to add the new title of Special Education Services Provider to the Classification and Salary Plan is attached. This title is needed in the Department of Health Services for the hiring of a certified special education teacher in order for the Department to remain eligible for flow-through funding reimbursement from the school districts served. There is no appropriate title in the County's Classification and Salary Plan for the duties to be performed and the New York State Department of Education certification required.

Please initiate this resolution to add the new title to the Classification and Salary Plan. A draft of our proposed specification is attached for your reference.

An e-mail version of the Resolution has been sent to CE RESO REVIEW saved under the title "Reso-HS-Special Education Services Provider title 11-12."

**Attachments**

**cc: Regina Calcaterra, Chief Deputy County Executive**  
**James Tomarken, M. D., Commissioner of Health Services**  
**Paul Margiotta, Acting Director of Labor Relations**

Introductory Resolution No. 2188-12 Laid on Table

12/4/12

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  
BARRETT'S COOL SPOT BEVERAGE, INC.  
0100-189.00-03.00-003.001**

**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 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 189.00, Block 03.00, Lot 003.001, and acquired by tax deed on November 21, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 23, 2011, in Liber 12677, at Page 505, and otherwise known and designated by the Town of Babylon, as Part of Lots 5, 6, 7, & 8, Block 3, on a certain map entitled "Map Amending Section No. 1, Map of American Venice", filed in the office of the Clerk of Suffolk County on January 27, 1926 as Map No. 224; 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 21, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 23, 2011 in Liber 12677 at Page 505.

**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**, FRA FUNDING, INC. & SOMMA ASSOCIATES, INC. has made application of said above described parcel and FRA FUNDING, INC. & SOMMA ASSOCIATES, INC. has paid the application fee and has paid \$95,661.34, 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, 2012, and

**1<sup>st</sup> - 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

2<sup>nd</sup> - **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to BARRETT'S COOL SPOT BEVERAGE, INC., 655 Montauk Highway, Lindenhurst, NY 11757, 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

2188

November 21, 2012

Tax Map No.: 0100-189.00-03.00-003.001

Name of Last Legal Fee Owner: BARRETT'S COOL SPOT BEVERAGE, INC.

TREASURER'S COMPUTATION..... \$95,661.34 ↙

Taxes.....2011/2012..... PAID

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$95,661.34

Monies Received..... \$95,661.34

RESOLUTION AMOUNT..... \$95,661.34 ↙

APPROVED:

Annette Brownell 11.26.2012

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            | 189.00         | 03.00        | 003.001    |

2188

**A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:**

|           |           |
|-----------|-----------|
| 2007-2008 | 17,932.68 |
| 2008-2010 | 18,396.93 |
| 2009-2010 | 18,978.69 |
| 2010-2011 | 14,693.20 |
| 2011-2012 | 15,282.65 |

**TOTAL: \$85,284.15**

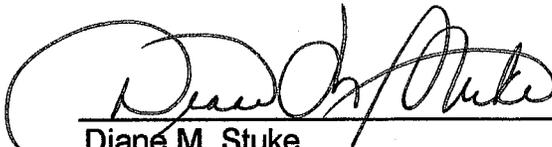
|                        |           |
|------------------------|-----------|
| <b>B. INTEREST DUE</b> | 5,821.89  |
| <b>C. TOTAL</b>        | 91,106.04 |
| <b>D. 5% LINE C</b>    | 4,555.30  |
| <b>E. FEE</b>          |           |
| <b>F. MISC</b>         |           |
| <b>G. MISC</b>         |           |

**H. TOTAL DUE** \$95,661.34 ~

**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. 28-Aug-12

  
\_\_\_\_\_  
Diane M. Stuke  
Deputy County Treasurer

\*\*Interest and penalty computed to  
and including 02/24/13

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2188

1. Type of Legislation

Resolution X  
Tax Map Number 0100-189.00-03.00-003.001

2. Title of Proposed Legislation

Authorizing the Director of Real Estate 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

2012

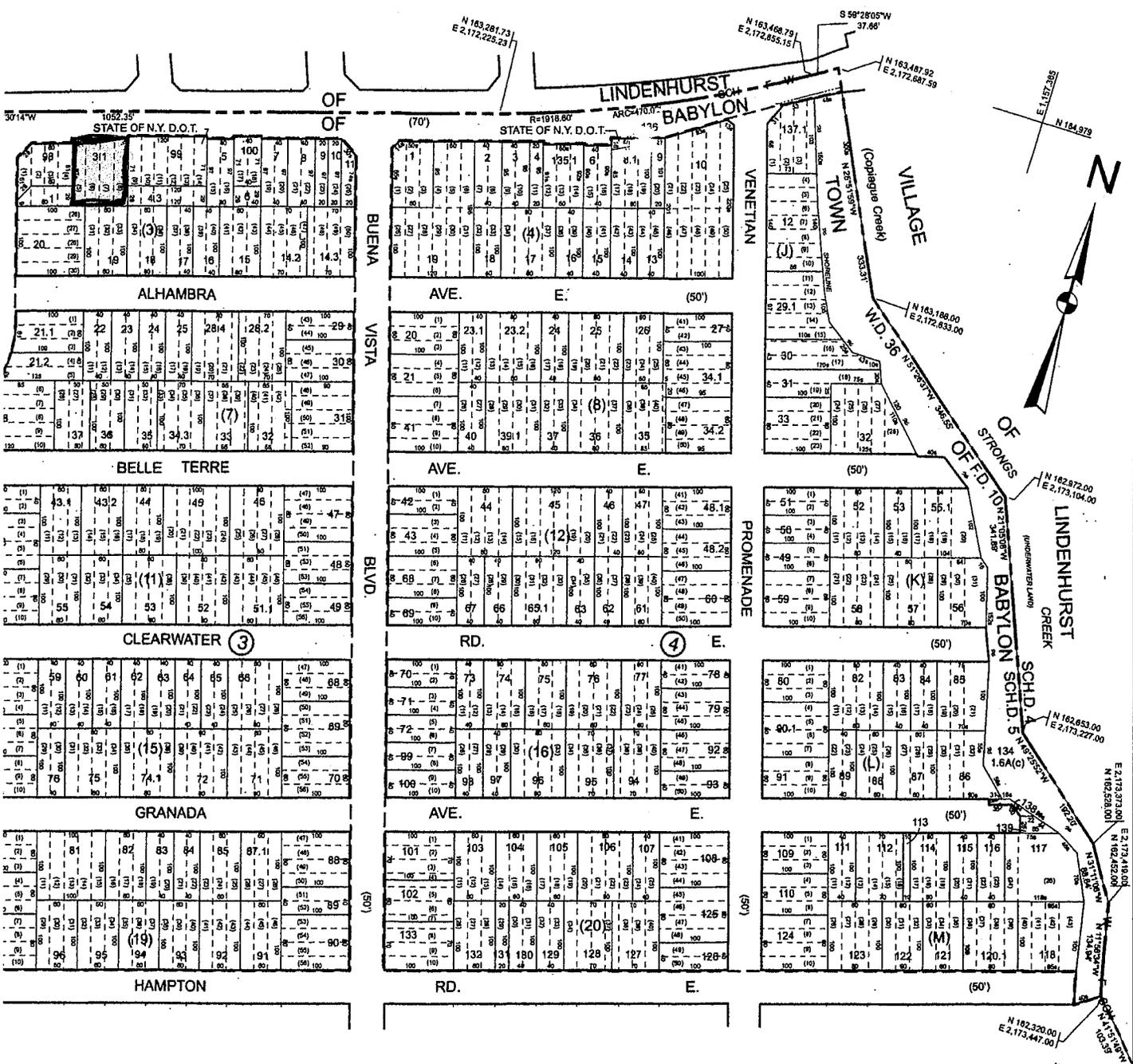
10. Typed Name & Title of Preparer      Signature of Preparer      Date

Lori Sklar

Lori Sklar

11/26/12

2188



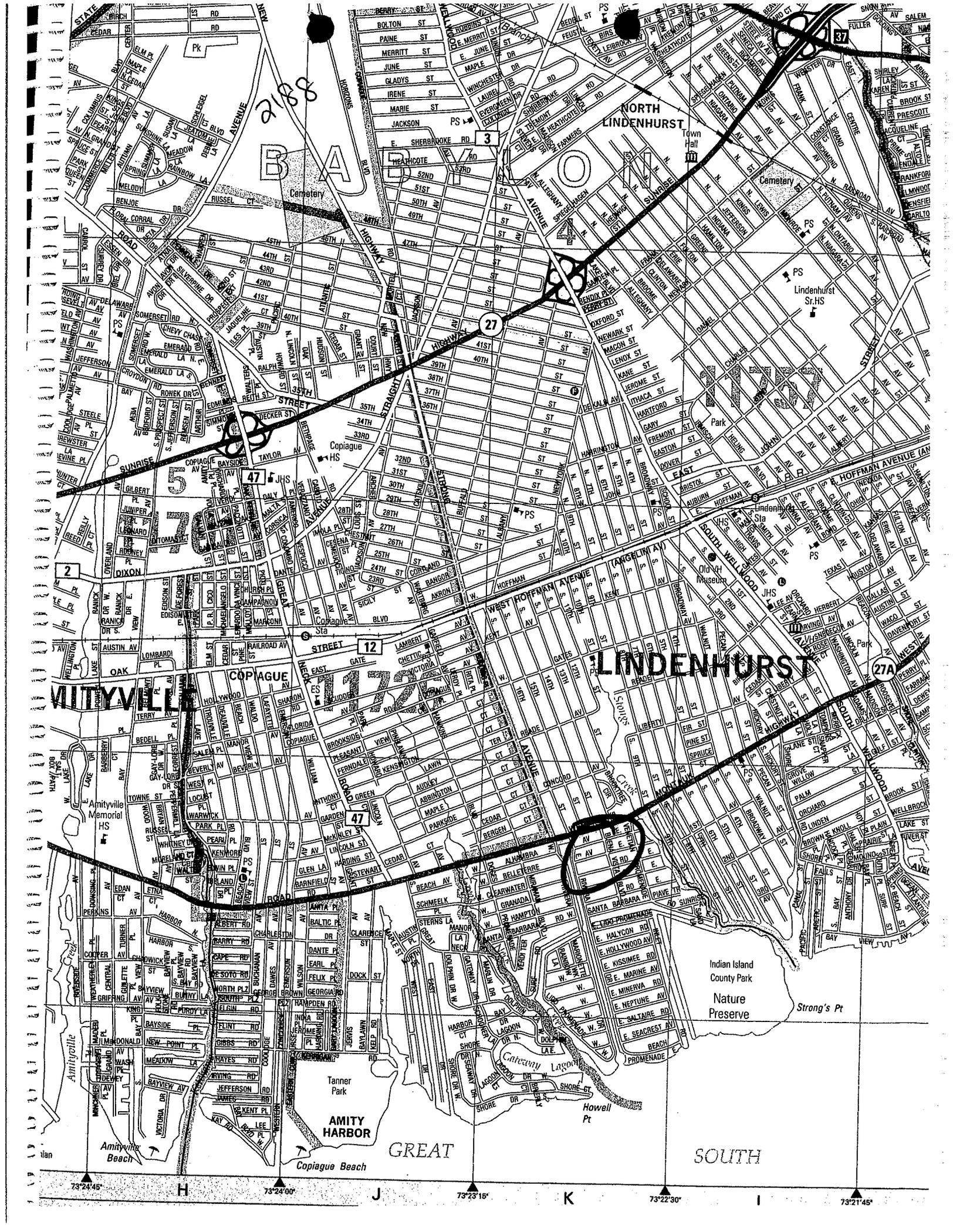
**NOTICE**  
 MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.



**COUNTY OF SUFFOLK** ©  
**Real Property Tax Service Agency**  
 County Center Riverhead, N.Y. 11901  
 SCALE IN FEET

|               |     |          |          |             |         |
|---------------|-----|----------|----------|-------------|---------|
| KEY<br>M<br>A | 183 | 0103-017 | 0103-016 | TOWN OF     | BABYLON |
|               | 182 | 169      | 0103-021 | VILLAGE OF  |         |
|               | 181 | 190      | 0103-022 | DISTRICT NO | 0100    |
|               |     |          |          |             |         |

SECTION NO  
**189**  
 PROPERTY MAP



2788

B A

NORTH LINDENHURST

27

12

AMITYVILLE

LINDENHURST

27A

Amityville Memorial HS

47

Indian Island County Park  
Nature Preserve  
Strong's Pt

Tanner Park  
AMITY HARBOR

GREAT

SOUTH

73°24'45"

73°24'00"

73°23'15"

73°22'30"

73°21'45"

H

J

K

I

I

COUNTY OF SUFFOLK



2188

Steven Bellone  
SUFFOLK COUNTY EXECUTIVE

Department of  
Economic Development and Planning

Joanne Minieri  
Deputy County Executive and Commissioner

Division of Real Property  
Acquisition and Management

November 26, 2012

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

Re: Tax Map No. 0100-189.00-03.00-003.001  
BARRETT'S COOL SPOT BEVERAGE, INC.

Dear Mr. Schneider:

Enclosed herewith for your approval is original and one 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,

  
Wayne R. Thompson  
Real Property Management Supervisor

LS:lag

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

Copy of Resolution to:

Jon Schneider, Deputy County Executive  
Tom Vaughn, County Executive Assistant (2)  
Jill Rosen-Nikoloff, Director of Real Estate, Dept. of Economic Development and Planning (e-copy)  
CE Reso Review (e-copy)

Copy of letter to:

Joanne Minieri, Deputy County Executive and Commissioner (e-copy)  
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)  
Alice Kubicsko, Inventory (e-copy)

53

Introductory Resolution No. 2189-12 Laid on Table 12/4/12

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  
**HELEN M. CERABINO**  
**0500-318.00-03.00-010.001**

**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 318.00, Block 03.00, Lot 010.001, and acquired by tax deed on November 30, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on December 01, 2011, in Liber 12678, at Page 85, and otherwise known and designated by the Town of Islip, as Lot No. 479, Part of Lots 477 & 478, Part of Lots 480 & 481 and Part of Lots 486 through 493, on a certain map entitled "Map of Willow Brook Park", filed in the office of the Clerk of Suffolk County on October 31, 1906 as Map No. 32; 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, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on December 01, 2011 in Liber 12678 at Page 85.

**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**, HELEN M. CERABINO has made application of said above described parcel and HELEN M. CERABINO has paid the application fee and has paid \$69,066.98, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2012, and

**1<sup>st</sup> - 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

**2<sup>nd</sup> - RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to HELEN M. CERABINO, 458 Indian Lake Trail, White Haven PA 18661, 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

2189

November 13, 2012

Tax Map No.: 0500-318.00-03.00-010.001

Name of Last Legal Fee Owner: HELEN M. CERABINO

TREASURER'S COMPUTATION..... \$52,519.78 ↘  
Taxes.....2011/2012..... \$16,547.20 ↘  
License/Storage Fee..... OPEN  
Repairs..... OPEN  
Miscellaneous Expenses..... OPEN

TOTAL..... \$69,066.98 ↘

Monies Received..... \$69,066.98

RESOLUTION AMOUNT..... \$69,066.98 ↘

APPROVED:

Annelle Brownell 11.19.2012  
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            | 318.00         | 03.00        | 010.001    |

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2189

|         |           |
|---------|-----------|
| 2008/09 | 14,737.58 |
| 2009/10 | 17,734.30 |
| 2010/11 | 14,820.29 |

2011/12 PROPERTY TAXES OF \$16,547.20 NOT INCLUDED IN COMPUTATION

TOTAL: \$47,292.17 ↘

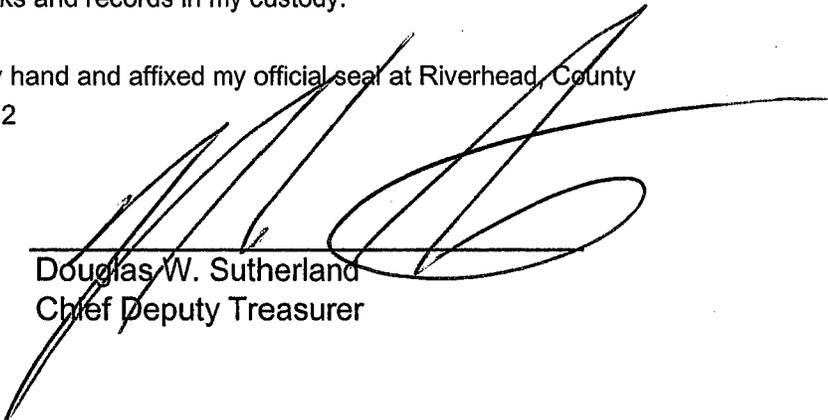
|                 |           |
|-----------------|-----------|
| B. INTEREST DUE | 2,726.67  |
| C. TOTAL        | 50,018.84 |
| D. 5% LINE C    | 2,500.94  |
| E. FEE          |           |
| F. MISC         |           |
| G. MISC         |           |

H. TOTAL DUE \$52,519.78 ↘

**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-May-12

  
\_\_\_\_\_  
Douglas W. Sutherland  
Chief Deputy Treasurer

\*\*Interest and penalty computed to  
and including 11/17/12

BL

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X  
Tax Map Number 0500-318.00-03.00-010.001

2189

2. Title of Proposed Legislation

Authorizing the Director of Real Estate 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

2012

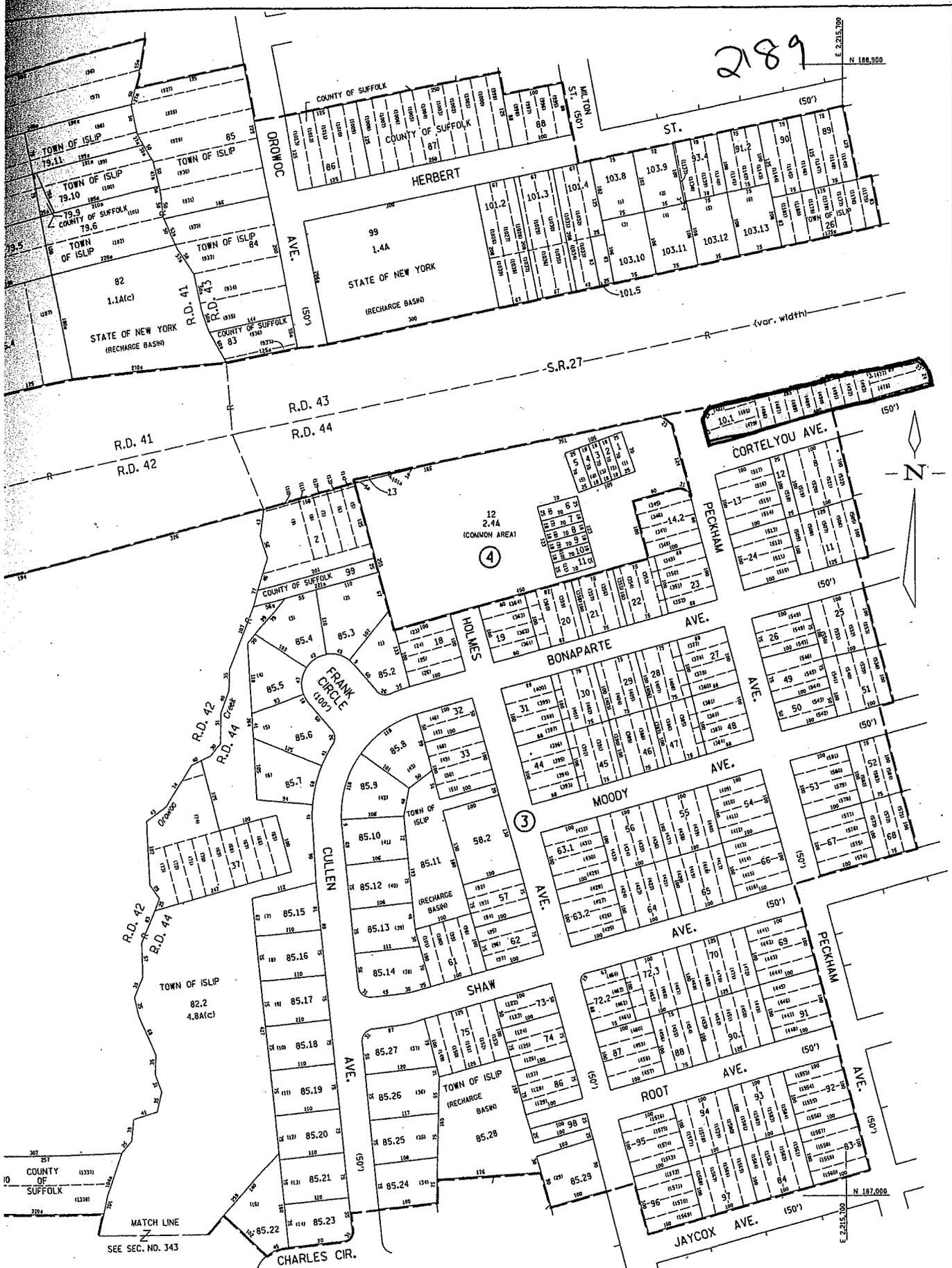
10. Typed Name & Title of Preparer      Signature of Preparer      Date

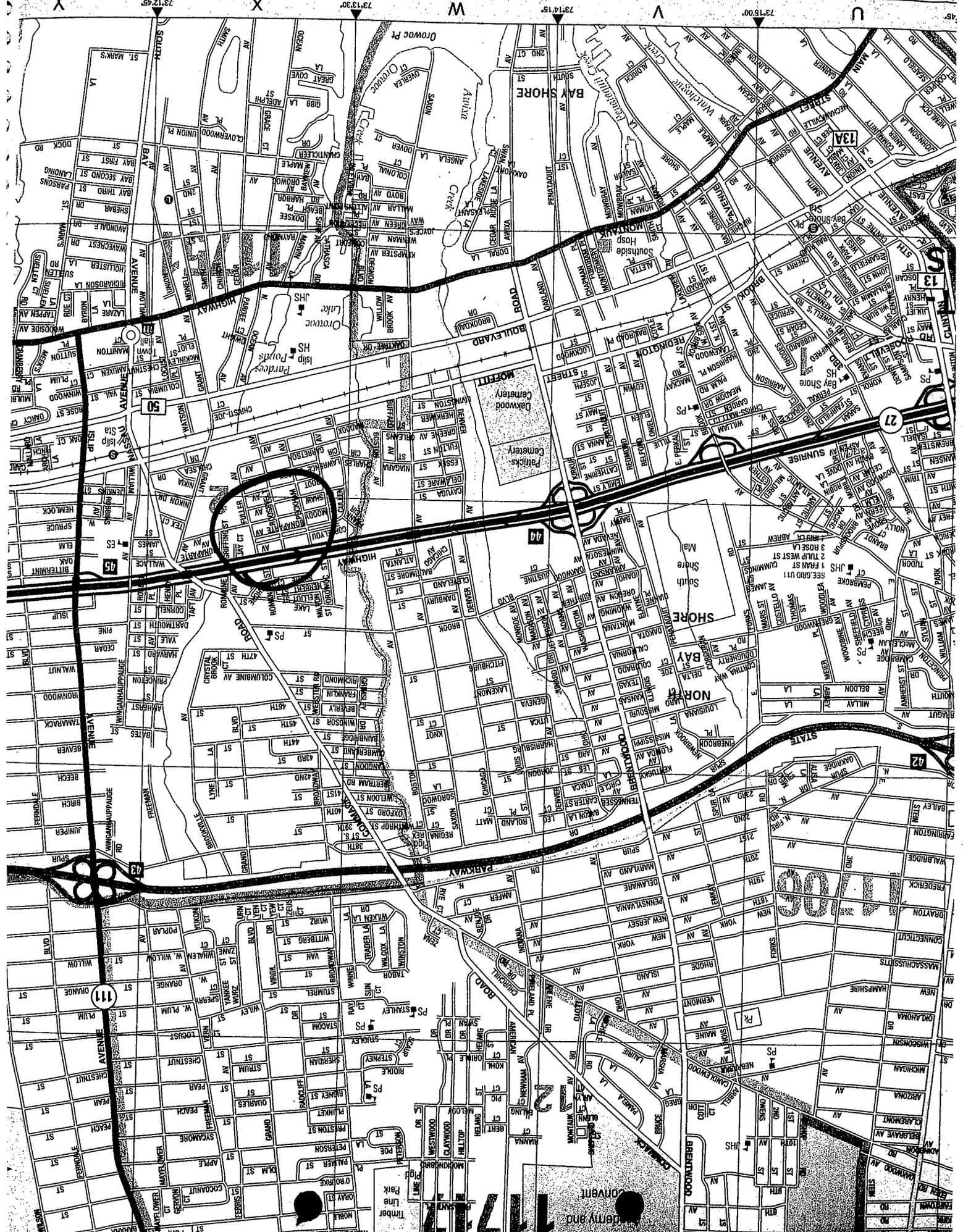
Lori Sklar

Lori Sklar

11/19/12

CONVERSION DATE: Aug. 24, 1996





117th and 118th

1100

111

42

42

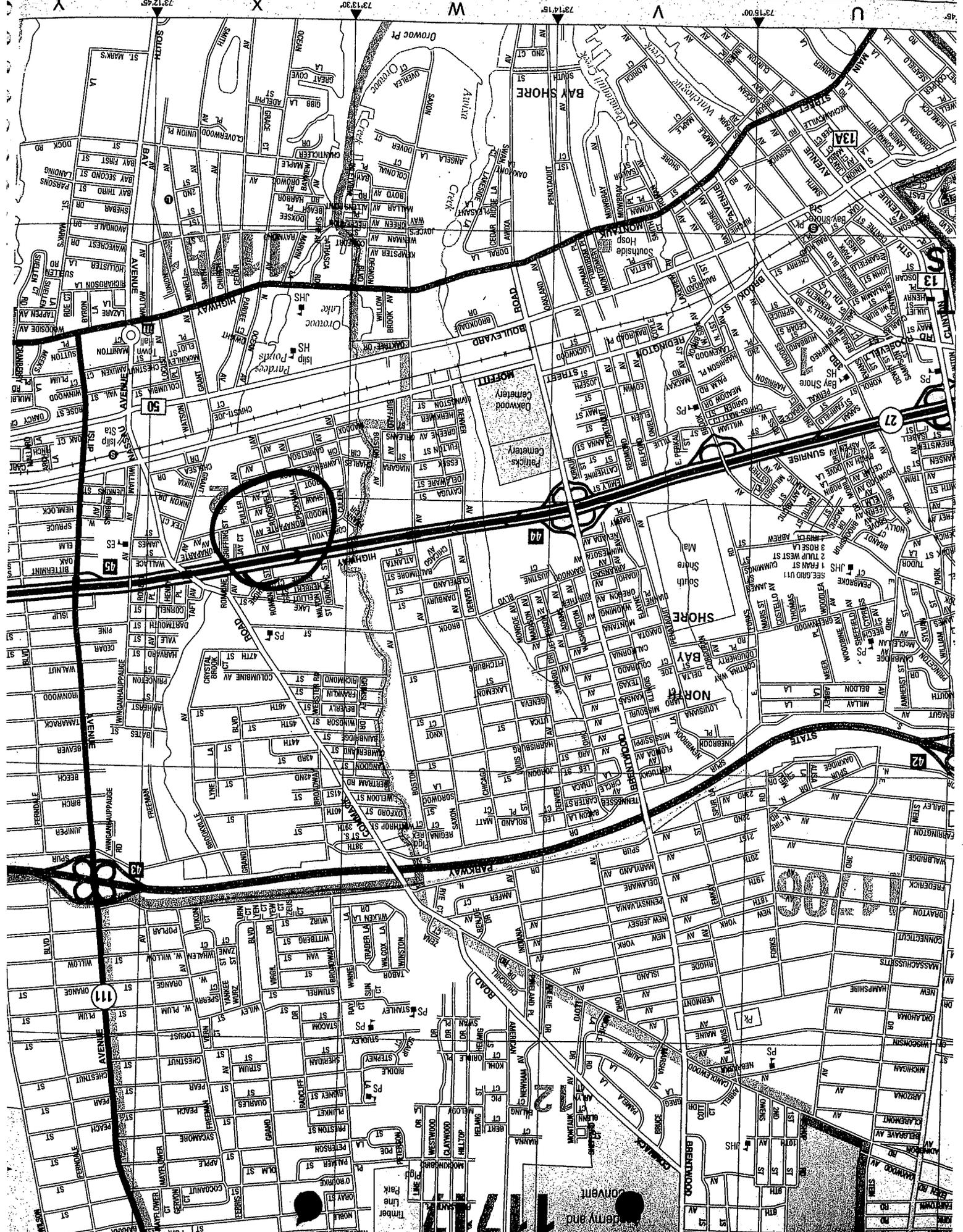
45

50

27

13

13A



COUNTY OF SUFFOLK



2189

Steven Bellone  
SUFFOLK COUNTY EXECUTIVE

Department of  
Economic Development and Planning

Joanne Minieri  
Deputy County Executive and Commissioner

Division of Real Property  
Acquisition and Management

November 26, 2012

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

Re: Tax Map No. 0500-318.00-03.00-010.001  
HELEN M. CERABINO

Dear Mr. Schneider:

Enclosed herewith for your approval is original and one 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,

Wayne R. Thompson  
Real Property Management Supervisor

LS:lag

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

Copy of Resolution to:

Jon Schneider, Deputy County Executive  
Tom Vaughn, County Executive Assistant (2)  
Jill Rosen-Nikoloff, Director of Real Estate, Dept. of Economic Development and Planning (e-copy)  
CE Reso Review (e-copy)

Copy of letter to:

Joanne Minieri, Deputy County Executive and Commissioner (e-copy)  
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)  
Alice Kubicsko, Inventory (e-copy)

53

Introductory Resolution No. 2190-12 Laid on Table 12/4/12

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  
JANE E. MEISSE  
0400-140.00-01.00-042.000

**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 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 140.00, Block 01.00, Lot 042.000, and acquired by tax deed on August 10, 2012, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 14, 2012, in Liber 12702, at Page 96, and otherwise known and designated by the Town of Huntington, as Lot No. 29, on a certain map entitled "Map of Skyline Woods East, Section 1", filed in the office of the Clerk of Suffolk County on November 13, 1959 as Map No. 3080; 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 10, 2012, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 14, 2012 in Liber 12702 at Page 96.

**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**, JANE E. MEISSE has made application of said above described parcel and JANE E. MEISSE has paid the application fee and has paid \$47,720.21, 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, 2012, and

**1<sup>st</sup> - 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

**2<sup>nd</sup> - RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to JANE E. MEISSE, 64 McKay Road, Huntington Station, NY 11746, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: \_\_\_\_\_  
County Executive of Suffolk County

Date of Approval: \_\_\_\_\_

SUFFOLK COUNTY  
DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT  
CLOSING STATEMENT

2190

November 21, 2012

Tax Map No.: 0400-140.00-01.00-042.000  
Name of Last Legal Fee Owner: JANE E. MEISSE

TREASURER'S COMPUTATION..... \$47,720.21 ↘

Taxes.....2011/2012..... PAID

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$47,720.21 ↘

Monies Received..... \$47,720.21

RESOLUTION AMOUNT..... \$47,720.21 ↘

APPROVED:

Melissa Brownell 11-21-2012  
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            | 140.00         | 01.00        | 042.000    |

2190

**A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:**

|         |          |
|---------|----------|
| 2007/08 | 8360.29  |
| 2008/09 | 8753.12  |
| 2010/11 | 14885.44 |
| 2011/12 | 11832.41 |

**2009/10 PROPERTY TAXES PAID BY OWNER**

TOTAL: 43831.26 ✓

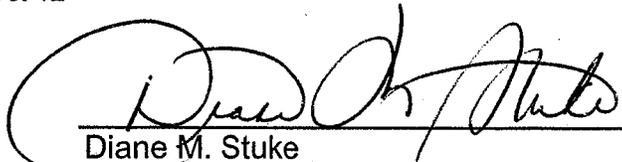
|                 |          |
|-----------------|----------|
| B. INTEREST DUE | 1616.56  |
| C. TOTAL        | 45447.82 |
| D. 5% LINE C    | 2272.39  |
| E. FEE          |          |
| F. MISC         |          |
| G. MISC         |          |

H. TOTAL DUE \$47,720.21 ✓

**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-Oct-12



Diane M. Stuke  
Deputy County Treasurer

\*\*Interest and penalty computed to  
and including 03/31/13

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2190

1. Type of Legislation

Resolution X  
Tax Map Number 0400-140.00-01.00-042.000

2. Title of Proposed Legislation

Authorizing the Director of Real Estate 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

2012

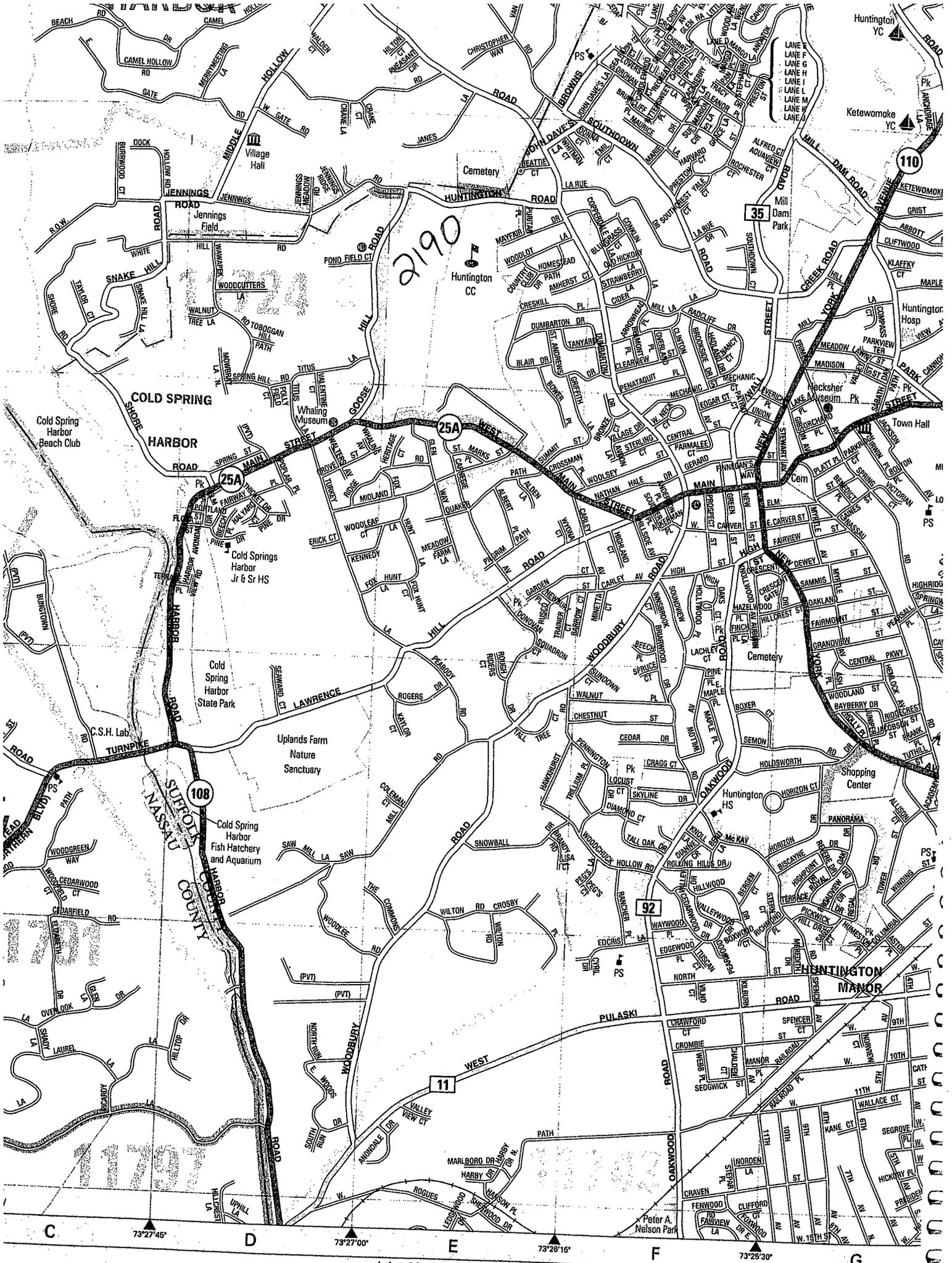
10. Typed Name & Title of Preparer      Signature of Preparer      Date

Lori Sklar

Lori Sklar

11/21/12





2190

1170

C 73°27'45" D 73°27'00" E 73°26'15" F 73°25'30" G

Joins Map 3

COUNTY OF SUFFOLK



2190

Steven Bellone  
SUFFOLK COUNTY EXECUTIVE

Department of  
Economic Development and Planning

Joanne Minieri  
Deputy County Executive and Commissioner

Division of Real Property  
Acquisition and Management

November 26, 2012

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

Re: Tax Map No. 0400-140.00-01.00-042.000  
JANE E. MEISSE

Dear Mr. Schneider:

Enclosed herewith for your approval is original and one 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,

Wayne R. Thompson  
Real Property Management Supervisor

LS:lag

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

Copy of Resolution to:

Jon Schneider, Deputy County Executive  
Tom Vaughn, County Executive Assistant (2)  
Jill Rosen-Nikoloff, Director of Real Estate, Dept. of Economic Development and Planning (e-copy)  
CE Reso Review (e-copy)

Copy of letter to:

Joanne Minieri, Deputy County Executive and Commissioner (e-copy)  
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)  
Alice Kubicsko, Inventory (e-copy)

53

Introductory Resolution No. 2191-12 Laid on Table 12/4/12

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  
**JOSEPH GRAVINO**  
**0100-192.00-02.00-033.000**

**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 192.00, Block 02.00, Lot 033.000, and acquired by tax deed on October 11, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 13, 2011, in Liber 12673, at Page 822, and otherwise known and designated by the Town of Babylon, as Lots 9 and 10, Block C, on a certain map entitled "Map Amending Section No. 1, Map of American Venice", filed in the office of the Clerk of Suffolk County on January 27, 1926 as Map No. 224; 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 11, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 13, 2011 in Liber 12673 at Page 822.

**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**, JOSEPH GRAVINO has made application of said above described parcel and JOSEPH GRAVINO has paid the application fee and has paid \$2,068.56, 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, 2012, and

**1<sup>st</sup> - 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

**2<sup>nd</sup> - RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOSEPH GRAVINO, 3169 Tidal Bay Lane, Virginia Beach, VA 23451, 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

2191

November 14, 2012

Tax Map No.: 0100-192.00-02.00-033.000  
Name of Last Legal Fee Owner: JOSEPH GRAVINO

TREASURER'S COMPUTATION..... \$2,068.56 ✓  
Taxes.....2011/2012..... PAID  
License/Storage Fee..... OPEN  
Repairs..... OPEN  
Miscellaneous Expenses..... OPEN

TOTAL..... \$2,068.56 1.01

Monies Received..... \$2,068.56

RESOLUTION AMOUNT..... \$2,068.56 ✓

APPROVED:

Innette Brownell 11.14.2012

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            | 192.00         | 02.00        | 033.000    |

2191

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

|         |        |
|---------|--------|
| 2008/09 | 311.05 |
| 2009/10 | 603.60 |
| 2010/11 | 452.44 |
| 2011/12 | 469.86 |

TOTAL: 1836.95

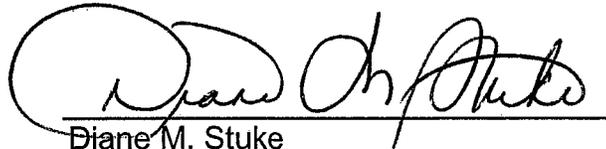
|                 |         |
|-----------------|---------|
| B. INTEREST DUE | 133.10  |
| C. TOTAL        | 1970.05 |
| D. 5% LINE C    | 98.50   |
| E. FEE          |         |
| F. MISC         |         |
| G. MISC         |         |

H. TOTAL DUE \$2,068.56 <sup>01</sup>

**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. 07-Sep-12



Diane M. Stuke  
Deputy County Treasurer

\*\*Interest and penalty computed to  
and including 03/06/13

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2191

1. Type of Legislation

Resolution X  
Tax Map Number 0100-192.00-02.00-033.000

2. Title of Proposed Legislation

Authorizing the Director of Real Estate 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

2012

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

Lori Sklar

Lori Sklar

11/14/12

E 1,154,865  
N 184,078

2191



E 1,154,865  
N 182,178

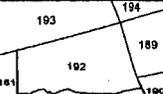
**NOTICE**

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



**COUNTY OF SUFFOLK**  
Real Property Tax Service Agency  
County Center Riverhead, N Y 11901  
SCALE IN FEET: 1" = 100'

KEY  
M  
P

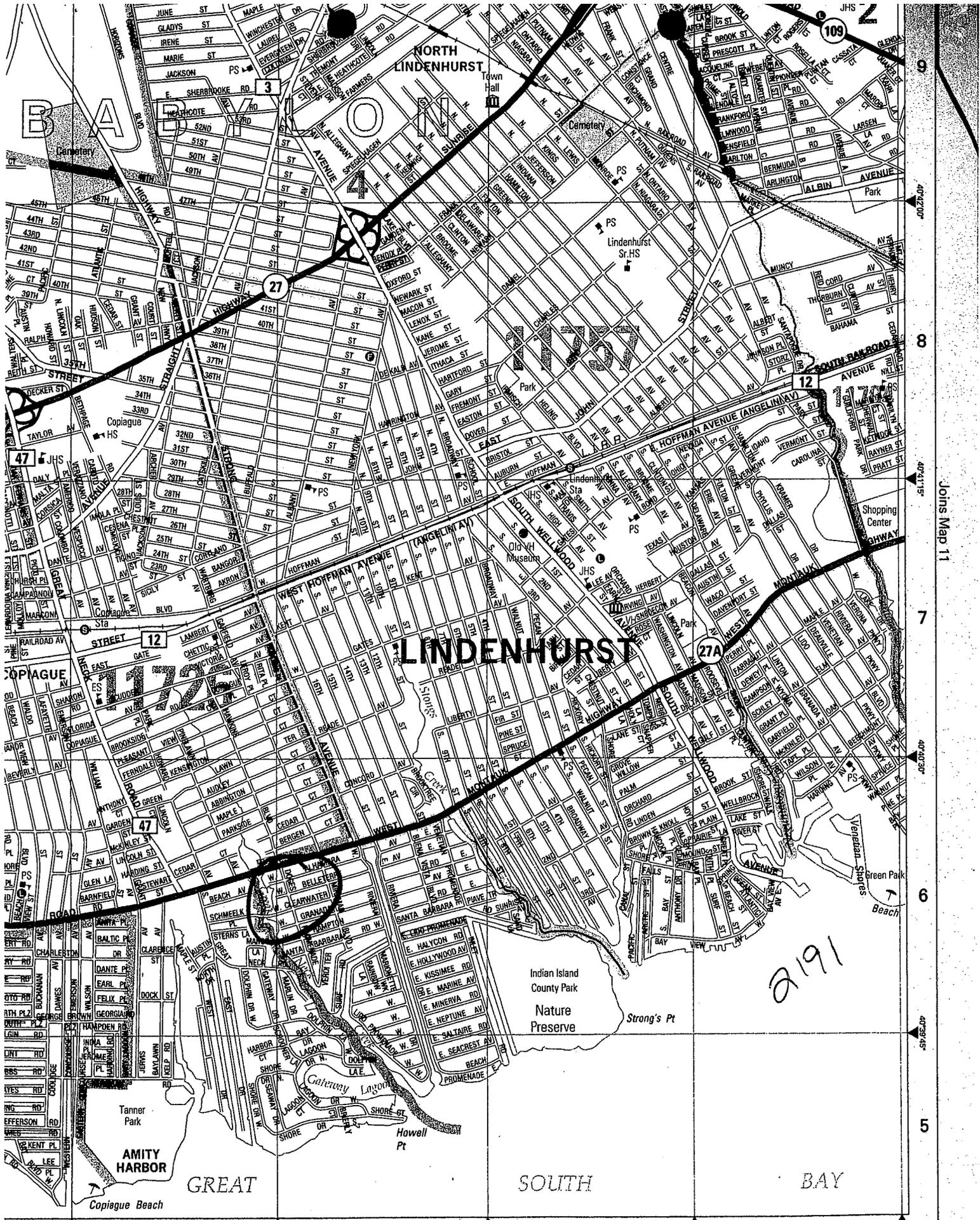


TOWN OF **BABYLON**  
VILLAGE OF  
DISTRICT NO. **0100**

**SECTION NO**

**192**

PROPERTY MAP



# LINDENHURST

Joins Map 11

Joins Map 6

Hagstrom Map Company, Inc.

2191

AMITY HARBOR

Indian Island County Park  
Nature Preserve  
Strong's Pt

GREAT SOUTH BAY

73°24'00" J 73°23'15" K 73°22'30" L 73°21'45" M 73°21'00"

40°42'00" 9  
40°41'15" 8  
40°40'30" 7  
40°39'45" 6  
40°39'00" 5

COUNTY OF SUFFOLK



2191

Steven Bellone  
SUFFOLK COUNTY EXECUTIVE

Department of  
Economic Development and Planning

Joanne Minieri  
Deputy County Executive and Commissioner

Division of Real Property  
Acquisition and Management

November 26, 2012

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

Re: Tax Map No. 0100-192.00-02.00-033.000  
JOSEPH GRAVINO

Dear Mr. Schneider:

Enclosed herewith for your approval is original and one 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,

Wayne R. Thompson  
Real Property Management Supervisor

LS:lag

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

Copy of Resolution to:

Jon Schneider, Deputy County Executive  
Tom Vaughn, County Executive Assistant (2)  
Jill Rosen-Nikoloff, Director of Real Estate, Dept. of Economic Development and Planning (e-copy)  
CE Reso Review (e-copy)

Copy of letter to:

Joanne Minieri, Deputy County Executive and Commissioner (e-copy)  
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)  
Alice Kubicko, Inventory (e-copy)

**RESOLUTION NO. -2012, STUDYING EFFICIENCIES  
DURING SEWER INFRASTRUCTURE IMPROVEMENTS OR  
EXPANSION**

**WHEREAS**, the County of Suffolk owns and operates a number of sewer districts, sewer infrastructure and treatment plants; and

**WHEREAS**, the County frequently expands upon and improves district sewage lines; and

**WHEREAS**, expansion and improvement of sewage lines involves excavating roads and sidewalks; and

**WHEREAS**, Superstorm Sandy demonstrated the weaknesses in the County's electric and cable systems, with residents going without service for days and weeks; and

**WHEREAS**, the residents of Suffolk County may be better served by having power and cable lines buried underground; and

**WHEREAS**, utilities should coordinate their efforts to place utility lines underground while the County works on sewer lines to minimize the inconvenience to local residents; and

**WHEREAS**, the Department of Public Works should study the feasibility of coordinating sewer expansion projects with utilities placing wiring underground; now, therefore be it

**1st RESOLVED**, that the Department of Public Works is hereby authorized, empowered and directed to study the feasibility of coordinating sewer expansion work with utilities seeking to bury their lines; and be it further

**2nd RESOLVED**, that the Department of Public Works is further directed to consult with the County's public utilities during the course of their study; and be it further

**3rd RESOLVED**, that the Department of Public Works shall issue a written report with its findings and recommendations to the County Executive, each member of the County Legislature, and the Clerk of the Legislature within one hundred eighty (180) days of the effective date of this resolution; 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:\reslr-study-sewer-improvements-expansion

**RESOLUTION NO. - 2012, APPROPRIATING FUNDS  
IN CONNECTION WITH IMPROVEMENTS TO THE SUFFOLK  
COUNTY FARM (CP 1796)**

**WHEREAS**, the Commissioner of Public Works has requested funds for the planning of the Education Center at the Suffolk County Farm; and

**WHEREAS**, there are sufficient funds within the 2012 Capital Budget and Program to cover the cost of said request; and

**WHEREAS**, Resolution No. 471-1994 as revised 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 \$85,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup> RESOLVED**, pursuant to the State Environmental Quality Review Act (SEQRA), Environmental Conservation Law Article 8, Resolution No. 1382-2005 classified the action contemplated by this as a Type II action, pursuant to the provisions of Title 6 NYCRR Part 617.5 (c)(2)(3) and (25) and Chapter 279 of the Suffolk County Code, as it involves planning of a structure consistent with the principles of an ongoing farm; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-six (56) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (B) of the Suffolk County Charter to complete this project; and be it further

**4<sup>th</sup> RESOLVED**, that the proceeds of \$85,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

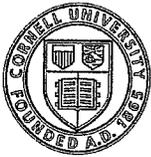
| <u>Project No.</u> | <u>J.C.</u> | <u>Project Title</u>                    | <u>Amount</u> |
|--------------------|-------------|-----------------------------------------|---------------|
| 525-CAP- 1796.112  | 20          | Improvements of the Suffolk County Farm | \$85,000      |

Date:

APPROVED BY:

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

Date of Approval:



Cornell University  
Cooperative Extension  
of Suffolk County

Extension Education Center

423 Griffing Avenue, Suite 100  
Riverhead, New York 11901-3071  
t. 631.727.7850  
f. 631.727.7130

2193

**MEMORANDUM**

TO: Jon Schneider, Deputy County Executive

FROM: Vito Minei, Executive Director, Cornell Cooperative Extension *VM*

DATE: 11/19/2012

RE: CP 1796

---

Attached for your review is a draft resolution appropriating the sum of \$85,000 for planning for the Education Center at the Suffolk County Farm.

The Suffolk County Farm and Education Center is a century-old, working farm that provides meat for Suffolk County institutions and educational programs for Suffolk residents. The current offices at the Suffolk County Farm are in deteriorating/poor condition and in need of replacement. Rather than refurbish existing trailers, it is prudent to build a new building. The building will be located near the offices already located on Yaphank Avenue. This would create a complex of education and visitor service buildings visible from the road and would increase visitor access, have exhibits that promote agri-tourism, and provide additional opportunities for education. The new building would maintain and expand existing office space for both staff instructors and administrative personnel. It is our desire that it will be a showcase for the county in its being the county's first "net zero" building. All efforts to make this a green building would be made including, but not limited to, solar panels, wind power, geothermal heating, sustainable flooring and siding, and a green roof.

This action is considered a Type II Action under SEQRA in accordance with NYCRR, Part 617.5(c)1382-2005.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 1796.doc.

\_\_\_\_/\_\_\_\_

**Attachment**

cc: Regina M. Calcaterra, Chief Deputy County Executive  
CE Reso Review

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

2193

|                                                                                                                                |                                          |                                           |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------|
| 1. Type of Legislation                                                                                                         |                                          |                                           |
| Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>                                                      |                                          |                                           |
| 2. Title of Proposed Legislation                                                                                               |                                          |                                           |
| <b>APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO THE<br/>SUFFOLK COUNTY FARM (CP 1796)</b>                            |                                          |                                           |
| 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 the appropriate category)                                 |                                          |                                           |
| <input checked="" type="checkbox"/> County                                                                                     | <input type="checkbox"/> Town            | <input type="checkbox"/> Economic Impact  |
| <input type="checkbox"/> Village                                                                                               | <input type="checkbox"/> School District | <input type="checkbox"/> Other (specify): |
| <input type="checkbox"/> Library District                                                                                      | <input type="checkbox"/> Fire District   |                                           |
| 6. If the Answer to Item 5 is "yes", Provide Detailed Explanation of Impact.                                                   |                                          |                                           |
| 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                                                                                                      |                                          |                                           |
| 8. Proposed Source of Funding                                                                                                  |                                          |                                           |
| Serial Bonds                                                                                                                   |                                          |                                           |
| 9. Timing of Impact                                                                                                            |                                          |                                           |
| 10. Typed Name and Title of Preparer                                                                                           | 11. Signature of Preparer                | 12. Date                                  |
|                                                                                                                                |                                          |                                           |

**RESOLUTION NO. - 2012, APPROPRIATING FUNDS  
IN CONNECTION WITH BUILDING FOR WILDLIFE RESCUE  
and EDUCATION, MARINE SCIENCE (CP 1766)**

**WHEREAS**, the Commissioner of Public Works has requested funds for the planning of the Building for Wildlife Rescue and Education, Marine Science; and

**WHEREAS**, there are sufficient funds within the 2012 Capital Budget and Program to cover the cost of said request; and

**WHEREAS**, Resolution No. 471-1994 as revised 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 \$25,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup> RESOLVED**, pursuant to the State Environmental Quality Review Act (SEQRA), Environmental Conservation Law Article 8, Resolution No. 1148-2000 classified the action contemplated by this as an unlisted action; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of twenty six (26) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (B) of the Suffolk County Charter to complete this project; and be it further

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

| <u>Project No.</u> | <u>J.C.</u> | <u>Project Title</u>                                                    | <u>Amount</u> |
|--------------------|-------------|-------------------------------------------------------------------------|---------------|
| 525-CAP- 1766.110  | 20          | Planning for Building for Wildlife Rescue and Education, Marine Science | \$25,000      |

Date:

APPROVED BY:

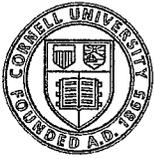
\_\_\_\_\_  
County Executive of Suffolk County

Date of Approval:

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

2194

|                                                                                                                                |                           |                  |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------|
| 1. Type of Legislation                                                                                                         |                           |                  |
| Resolution <u>  X  </u> Local Law <u>    </u> Charter Law <u>    </u>                                                          |                           |                  |
| 2. Title of Proposed Legislation                                                                                               |                           |                  |
| <b>APPROPRIATING FUNDS IN CONNECTION WITH BUILDING FOR WILDLIFE RESCUE<br/>and EDUCATION, MARINE SCIENCE (CP 1766)</b>         |                           |                  |
| 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 the appropriate category)                                 |                           |                  |
| <u>County</u> <b>XX</b>                                                                                                        | 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                                                                                                      |                           |                  |
| 8. Proposed Source of Funding                                                                                                  |                           |                  |
| Serial Bonds                                                                                                                   |                           |                  |
| 9. Timing of Impact                                                                                                            |                           |                  |
| 10. Typed Name and Title of Preparer                                                                                           | 11. Signature of Preparer | 12. Date         |
|                                                                                                                                |                           |                  |



Cornell University  
Cooperative Extension  
of Suffolk County

Extension Education Center

423 Griffing Avenue, Suite 100  
Riverhead, New York 11901-3071  
t. 631.727.7850  
f. 631.727.7130

2194

**MEMORANDUM**

TO: Jon Schneider, Deputy County Executive  
FROM: Vito Minei, Executive Director *VM*  
DATE: November 19, 2012  
RE: CP1766

---

Attached for your review is a draft resolution appropriating the sum of \$25,000.

The building, intended for use as classrooms, offices and wildlife rescue, was constructed in 2006 at a cost of \$250,000. This first phase of the project did not complete the interior space (offices, classrooms and bathrooms) and did not install necessary infrastructure (heat and hot water). SCDPW has advised that \$25,000 is required to conduct the planning phase to complete the building.

This action is considered an unlisted action under SEQRA in accordance with NYCRR, Part 617.5(c).

Please e-mail a copy of the resolution to CE RESO Review, under the title Reso-CCE-CP1766.doc.

Attachment

cc: Regina M. Calcaterra, Chief Deputy County Executive  
CE Reso Review

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. - 2012, APPROPRIATING FUNDS IN CONNECTION WITH FUEL MANAGEMENT / PREVENTIVE MAINTENANCE AND PARTS INVENTORY CONTROL SYSTEM (CAPITAL PROGRAM NUMBER 1616)**

**WHEREAS**, the Commissioner of Public Works has requested funds for fuel management, preventative maintenance, and parts inventory control systems; and

**WHEREAS**, there are sufficient funds in the 2012 Capital Budget and Program to cover the cost of said request; and

**WHEREAS**, Resolution No. 471-1994 as revised 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 \$ 700,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2) and (25) since it involves the maintenance or repair involving no substantial changes in an existing structure or facility and the replacement, rehabilitation or reconstruction of a structure or facility, in kind, as well as the purchase of equipment; and adoption of a local legislative decision in connection with the same; and as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of (sixty) 60 is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (X) of the Suffolk County Charter to complete this project; and be it further

**4<sup>th</sup> RESOLVED**, that the proceeds of \$700,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

| <u>Project No.</u> | <u>J.C.</u> | <u>Project Title</u>                                                        | <u>Amount</u> |
|--------------------|-------------|-----------------------------------------------------------------------------|---------------|
| 525-CAP- 1616.513  | 20          | Fuel Management / Preventive Maintenance and Parts Inventory Control System | \$700,000     |

Date:

APPROVED BY:

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

Date of Approval:

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

2195

|                                                                                                                                                        |                                          |                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------|
| 1. Type of Legislation                                                                                                                                 |                                          |                                           |
| Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>                                 |                                          |                                           |
| 2. Title of Proposed Legislation                                                                                                                       |                                          |                                           |
| APPROPRIATING FUNDS IN CONNECTION WITH FUEL MANAGEMENT /<br>PREVENTIVE MAINTENANCE AND PARTS INVENTORY CONTROL SYSTEM<br>(CAPITAL PROGRAM NUMBER 1616) |                                          |                                           |
| 3. Purpose of Proposed Legislation                                                                                                                     |                                          |                                           |
| See No. 2 above.                                                                                                                                       |                                          |                                           |
| 4. Will the Proposed Legislation Have a Fiscal Impact?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                          |                                          |                                           |
| 5. If the Answer to Item 4 is "yes", on what will it impact? (Circle the appropriate category)                                                         |                                          |                                           |
| <input checked="" type="checkbox"/> County                                                                                                             | <input type="checkbox"/> Town            | <input type="checkbox"/> Economic Impact  |
| <input type="checkbox"/> Village                                                                                                                       | <input type="checkbox"/> School District | <input type="checkbox"/> Other (specify): |
| <input type="checkbox"/> Library District                                                                                                              | <input type="checkbox"/> Fire District   |                                           |
| 6. If the Answer to Item 5 is "yes", Provide Detailed Explanation of Impact.                                                                           |                                          |                                           |
| 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                                                                                                                              |                                          |                                           |
| 8. Proposed Source of Funding                                                                                                                          |                                          |                                           |
| Serial Bonds                                                                                                                                           |                                          |                                           |
| 9. Timing of Impact                                                                                                                                    |                                          |                                           |
| 2012                                                                                                                                                   |                                          |                                           |
| 10. Typed Name and Title of Preparer                                                                                                                   | 11. Signature of Preparer                | 12. Date                                  |
|                                                                                                                                                        |                                          |                                           |

COUNTY OF SUFFOLK



2195

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive (2 copies)

FROM: Gilbert Anderson, P. E., Commissioner 

DATE: November 7, 2012

RE: CP 1616 - Fuel Management / Preventive Maintenance and Parts  
Inventory Control System

Attached for your review is a draft resolution appropriating the sum of \$700,000.00 (seven hundred thousand dollars). This appropriation will fund improvements to the County's fuel management system that are necessary to maintain regulatory compliance and avoid New York State Department of Environmental Control and Environmental Protection Agency fines. Work is contemplated county-wide with the Westhampton and Commack fuel facilities given first priority.

This action is considered a Type II action under SEQRA as this action is related to work involving the rehabilitation of a facility in kind.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 1616 Fuel Mgt Prev Maint.doc.

GA/jji/dk  
attachment

cc: Regina M. Calcaterra, Chief Deputy County Executive  
James J. Ingenito, R.A., County Architect  
Michael J. Monaghan, P.E., Chief Engineer  
Paul M. James, Assistant Fleet Manager  
CE RESO Review (e-mail)

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Intro Res. No. 2196-12

Laid on Table 12/4/12

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

RESOLUTION NO - 2012, APPROPRIATING FUNDS AND ACCEPTING FEDERAL AID (80%), STATE AID (10%), AND SERIAL BONDS (10%) FOR THE PURCHASE OF NEW FAREBOXES FOR THE SUFFOLK COUNTY TRANSIT BUS SYSTEM (CP 5648)

**WHEREAS**, Resolution No. 491-2012 authorized the filing for and the execution of a grant with the Federal Transit Administration (FTA) and the New York State Department of Transportation (NYSDOT) for mass transportation projects including the purchase of new fareboxes for the Suffolk County Transit Bus System; and

**WHEREAS**, Grant No. NY-90-X693 has been awarded to Suffolk County by the FTA, whereby the FTA will provide 80% of the cost of this project and NYSDOT will provide 10% of the cost of this project, with the County providing 10% of the cost of this project; and

**WHEREAS**, the total cost of the project is estimated to be up to \$2,700,000; and

**WHEREAS**, there are sufficient funds within the 2012 Capital Budget and Program; 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 2012 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 \$270,000 in Suffolk County Serial Bonds to cover the County share of this purchase; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive materials, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of 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

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (X) of the Suffolk County Charter to purchase new fareboxes and pursuant to applicable federal and state regulations; and be it further

4<sup>th</sup> **RESOLVED**, that the proceeds of \$270,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

| <u>Proj. No.</u> | <u>Project Title</u>      | <u>Amount</u> |
|------------------|---------------------------|---------------|
| 525-CAP-5648.521 | Purchase of new fareboxes | \$270,000     |

and be it further

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

| <u>Proj. No.</u> | <u>Project Title</u>      | <u>Amount</u> |
|------------------|---------------------------|---------------|
| 525-CAP-5648.521 | Purchase of new fareboxes | \$270,000     |

and be it further

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

| <u>Proj. No.</u> | <u>Project Title</u>      | <u>Amount</u> |
|------------------|---------------------------|---------------|
| 525-CAP-5648.521 | Purchase of new fareboxes | \$2,160,000   |

and be it further

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

DATED:

APPROVED BY

\_\_\_\_\_  
County Executive of Suffolk County  
Date of Approval

COUNTY OF SUFFOLK



2196

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner  
Department of Public Works 

DATE: November 16, 2012

RE: Proposed Resolution Appropriating Funds and Accepting Federal Aid (80%), State Aid (10%), and Serial Bonds (10%) For The Purchase of New Fareboxes for the Suffolk County Transit Bus System (CP 5648)

The Transportation Division seeks to replace its fareboxes in all Suffolk County Transit buses. This resolution seeks to authorize the purchase of new fareboxes and accept and appropriate Federal (80%), State (10%) and County (10%) funds in the total amount of \$2,700,000. The 2012 Capital Budget and Program has sufficient funds to cover the cost of this project.

The SCIN Forms 175a and Statement of Financial Impact Form are attached.

This proposed resolution, with backup, will be forwarded electronically titled: "RESO-DPW-Approp. Funds for Fareboxes".

Please initiate the process to have this resolution introduced at the next meeting of the Suffolk County Legislature. If you have any questions, please do not hesitate to contact Garry Lenberger, Acting Director of Transportation Operations, at 2-4880.

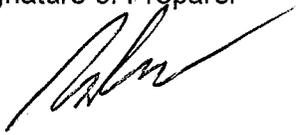
GA:GL:cc  
Enclosures

cc: Regina Calcaterra, Chief Deputy County Executive, w/enc.  
Ben Zwirn, Director of Intergovernmental Relations, w/enc (2)  
Tom Vaughn, County Executive Assistant, w/enc  
Jim Burt, Assistant Budget Director, w/enc  
Nick Paglia, Assistant Executive Analyst, w/enc  
Charles Jaquin, DPW Finance, w/enc.  
Amy Baldwin, DPW Capital Accounting, w/enc.  
Debra Kolyer, Budget Office, w/enc.  
Evelyn Creen, Federal & State Aid Office, w/enc  
CE Reso Review List, e-mail

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2196

|                                                                                                                                                                                   |                                                                                      |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------|
| 1. Type of Legislation                                                                                                                                                            |                                                                                      |                  |
| Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>                                                                                                         |                                                                                      |                  |
| 2. Title of Proposed Legislation                                                                                                                                                  |                                                                                      |                  |
| APPROPRIATING AND ACCEPTING FEDERAL AID (80%), STATE AID (10%)<br>AND SERIAL BONDS (10%) FOR THE PURCHASE OF NEW FAREBOXES<br>FOR THE SUFFOLK COUNTY TRANSIT BUS SYSTEM (CP 5648) |                                                                                      |                  |
| 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 the 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.                                                                                                      |                                                                                      |                  |
| Total cost is estimated to be \$2,700,000.<br>County will provide 10% share of the project estimated to be up to \$270,000.                                                       |                                                                                      |                  |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision                                                                                   |                                                                                      |                  |
| 8. Proposed Source of Funding                                                                                                                                                     |                                                                                      |                  |
| 80% Federal Transit Administration - \$2,160,000 - 10% Serial Bonds - \$270,000 and 10% NYS Dept of Transportation Funds - \$270,000                                              |                                                                                      |                  |
| 9. Timing of Impact                                                                                                                                                               |                                                                                      |                  |
| 2012                                                                                                                                                                              |                                                                                      |                  |
| 10. Typed Name and Title of Preparer                                                                                                                                              | 11. Signature of Preparer                                                            | 12. Date         |
| Garry Lenberger<br>Acting Director of Transportation<br>Operations                                                                                                                |  | 11/16/12         |

Intro Res. No. 2197-12

Laid on Table 12/4/12

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

RESOLUTION NO - 2012, APPROPRIATING FUNDS AND ACCEPTING FEDERAL AID (80%), STATE AID (10%), AND SERIAL BONDS (10%) FOR THE PURCHASE AND INSTALLATION OF BUS SHELTERS (CP 5651)

**WHEREAS**, Resolution No. 491-2012 authorized the filing for and the execution of a grant with the Federal Transit Administration (FTA) and the New York State Department of Transportation (NYSDOT) for mass transportation projects including the purchase and installation of bus shelters along Suffolk Transit bus routes; and

**WHEREAS**, Grant No. NY-90-X693 has been awarded to Suffolk County by the FTA, whereby the FTA will provide 80% of the cost of this project and NYSDOT will provide 10% of the cost of this project, with the County providing 10% of the cost of this project; and

**WHEREAS**, the total cost of the project is estimated to be up to \$400,000; and

**WHEREAS**, there are sufficient funds within the 2012 Capital Budget and Program; 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 2012 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 \$40,000 in Suffolk County Serial Bonds to cover the County share of this purchase; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive materials, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty seven (47) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006, and be it further

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (X) of the Suffolk County Charter to purchase and install bus shelters and pursuant to applicable federal and state regulations; and be it further

**4<sup>th</sup> RESOLVED**, that the proceeds of \$40,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

| <u>Proj. No.</u> | <u>Project Title</u>                      | <u>Amount</u> |
|------------------|-------------------------------------------|---------------|
| 525-CAP-5651.520 | Purchase and Installation of Bus Shelters | \$40,000      |

and be it further

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

| <u>Proj. No.</u> | <u>Project Title</u>                      | <u>Amount</u> |
|------------------|-------------------------------------------|---------------|
| 525-CAP-5651.520 | Purchase and Installation of Bus Shelters | \$40,000      |

and be it further

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

| <u>Proj. No.</u> | <u>Project Title</u>                      | <u>Amount</u> |
|------------------|-------------------------------------------|---------------|
| 525-CAP-5651.520 | Purchase and Installation of Bus Shelters | \$320,000     |

and be it further

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

DATED:

APPROVED BY

\_\_\_\_\_  
County Executive of Suffolk County  
Date of Approval

RESOLUTION SUBMITTAL SHEET

2197

|                 |                    |                       |            |
|-----------------|--------------------|-----------------------|------------|
| Capital Project | <u>CP 5651.520</u> | Legislative Districts | <u>All</u> |
| Operating Fund  |                    | Federal Aid %         | <u>80%</u> |
| Other           |                    | State Aid %           | <u>10%</u> |
|                 |                    | County Funds %        | <u>10%</u> |

Give a complete description of why we are asking for reso; if aided, state status of aid

The Transportation Division seeks to continue its program of installing bus shelters at various locations throughout Suffolk County. Providing bus shelters allows for comfort and protection from the elements to the riding public. Encourages use of the County Transit system to help the County meet Federal Clean Air Act Standards. Will provide for new bus shelters to be installed at selected locations where there is a demonstrated need; particularly at major bus stops and transfer points where riders wait for connecting service and to replace existing shelters which have reached the end of their serviceable life. Project is aided Federal (80%), State (10%) and County (10%).

Previous resolution (list previous reso for the same work)

|                   |                |               |
|-------------------|----------------|---------------|
| <u>Resolution</u> |                |               |
| <u>Number</u>     | <u>Purpose</u> | <u>Amount</u> |

| <u>Amounts being requested</u> |                  | <u>Current Funding</u> |          |
|--------------------------------|------------------|------------------------|----------|
| Planning                       | <u>0</u>         | Planning               | <u>0</u> |
| Site                           | <u>0</u>         | Site                   | <u>0</u> |
| Construction                   | <u>0</u>         | Construction           | <u>0</u> |
| Land                           | <u>0</u>         | Land                   | <u>0</u> |
| F&E                            | <u>\$400,000</u> | F&E                    | <u>0</u> |

Project Status

|                              |                   |
|------------------------------|-------------------|
| Est. planning completion     | 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)

|               |                      |                 |
|---------------|----------------------|-----------------|
| <u>Offset</u> | <u>Leg. District</u> | <u>Comments</u> |
|---------------|----------------------|-----------------|

COUNTY OF SUFFOLK



2197

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner  
Department of Public Works

DATE: November 16, 2012

RE: Proposed Resolution Appropriating Funds and Accepting Federal Aid (80%), State Aid (10%), and Serial Bonds (10%) For The Purchase and Installation of Bus Shelters (CP 5651)

The Transportation Division seeks to continue its program of installing bus shelters at various locations throughout Suffolk County. This resolution seeks to authorize the purchase and installation of bus shelters and accept and appropriate Federal (80%), State (10%) and County (10%) funds in the total amount of \$400,000. The 2012 Capital Budget and Program has sufficient funds to cover the cost of this project.

The SCIN Forms 175a and Statement of Financial Impact Form are attached.

This proposed resolution, with backup, will be forwarded electronically titled: "RESO-DPW-Approp. Funds for Bus Shelters."

Please initiate the process to have this resolution introduced at the next meeting of the Suffolk County Legislature. If you have any questions, please do not hesitate to contact Garry Lenberger, Acting Director of Transportation Operations, at 2-4880.

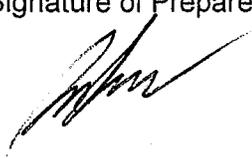
GA:GL:cc  
Enclosures

cc: Regina Calcaterra, Chief Deputy County Executive, w/enc.  
Ben Zwirn, Director of Intergovernmental Relations, w/enc (2)  
Tom Vaughn, County Executive Assistant, w/enc  
Jim Burt, Assistant Budget Director, w/enc  
Nick Paglia, Assistant Executive Analyst, w/enc  
Charles Jaquin, DPW Finance, w/enc.  
Amy Baldwin, DPW Capital Accounting, w/enc.  
Debra Kolyer, Budget Office, w/enc.  
Evelyn Creen, Federal & State Aid Office, w/enc  
CE Reso Review List, e-mail

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2197

|                                                                                                                                                         |                                                                                     |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------|
| 1. Type of Legislation                                                                                                                                  |                                                                                     |                  |
| Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>                                                                               |                                                                                     |                  |
| 2. Title of Proposed Legislation                                                                                                                        |                                                                                     |                  |
| APPROPRIATING AND ACCEPTING FEDERAL AID (80%), STATE AID (10%)<br>AND SERIAL BONDS (10%) FOR THE PURCHASE AND INSTALLATION OF<br>BUS SHELTERS (CP 5651) |                                                                                     |                  |
| 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 the appropriate category)                                                          |                                                                                     |                  |
| <input checked="" type="checkbox"/> 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.                                                                            |                                                                                     |                  |
| Total cost is estimated to be \$400,000.<br>County will provide 10% share of the project estimated to be up to \$40,000.                                |                                                                                     |                  |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision                                                         |                                                                                     |                  |
| 8. Proposed Source of Funding                                                                                                                           |                                                                                     |                  |
| 80% Federal Transit Administration - \$320,000 - 10% Serial Bonds - \$40,000 and 10% NYS Dept of<br>Transportation Funds - \$40,000                     |                                                                                     |                  |
| 9. Timing of Impact                                                                                                                                     |                                                                                     |                  |
| 2012                                                                                                                                                    |                                                                                     |                  |
| 10. Typed Name and Title of Preparer                                                                                                                    | 11. Signature of Preparer                                                           | 12. Date         |
| Garry Lenberger<br>Acting Director of Transportation<br>Operations                                                                                      |  | 11/16/12         |

2198

Intro. Res. No. -2012  
Introduced by Legislator Kennedy

Laid on Table 12/4/2012

**RESOLUTION NO. -2012, APPROPRIATING FUNDS IN CONNECTION WITH RENOVATIONS AT HISTORIC BLYDENBURGH PARK (CP 7507)**

**WHEREAS**, funds are needed to continue essential renovations at Historic Blydenburgh Park; and

**WHEREAS**, there are sufficient funds within the 2012 Capital Budget and Program to cover the cost of construction of such renovations under Capital Project 7507; 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 2012 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 \$500,000 in Suffolk County Serial Bonds; now, therefore be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C), (1), (2) 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

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

**3<sup>rd</sup> RESOLVED**, that the proceeds of \$500,000 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-7507.310   | 26          | Renovations at Historic Blydenburgh Park | \$500,000     |

DATED:

APPROVED BY:

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

Date: