1978. Levying unpaid sewer rents and charges in Suffolk County Sewer District No. 3 - Southwest in the Towns of Babylon, Huntington and Islip. (Pres. Off.)

1979. Levying unpaid sewer rents and charges in Suffolk County Sewer District No. 13 (Wind Watch), Suffolk County Sewer District No. 14 (Parkland), Suffolk County Sewer District No. 15 (Nob Hill), and Suffolk County Sewer District No. 18 (Hauppauge Industrial) in the Town of Islip. (Pres. Off.)

1980. Levying unpaid sewer rents and charges in Suffolk County Sewer Districts; No. 1 (Port Jefferson), Suffolk County Sewer District No. 7 (Medford), Suffolk County Sewer District No. 10 (Stony Brook), Suffolk County Sewer District No. 11 (Selden), Suffolk County Sewer District No. 12 (Birchwood N. Shore), Suffolk County Sewer District No. 14 (Parkland), Suffolk County Sewer District No. 19 (Haven Hills), Suffolk County Sewer District No. 20 (William Floyd), Suffolk County Sewer District No. 23 (Coventry Manor) in the Town of Brookhaven. (Pres. Off.)

1981. Levying unpaid sewer rents and charges in Suffolk County Sewer Districts; No. 6 (Kings Park), Suffolk County Sewer District No. 13 (Wind Watch), Suffolk County Sewer District No. 15 (Nob Hill), Suffolk County Sewer District No. 18 (Hauppauge Industrial), Suffolk County Sewer District No. 22 (Hauppauge Municipal), and Suffolk County Sewer District No. 28 (Fairfield at St. James) in the Town of Smithtown. (Pres. Off.)

1982. Approving the return of the Fund Balance of the General Fund, Police District Fund, and District Court District Fund to the taxpayers of the Towns of Suffolk County. (Pres. Off.)

1983. Determining equalized real property valuations for the assessment rolls of the 10 Towns. (Pres. Off.)

1984. Approving the tabulations of town charges and fixing the tax levies and charges to the Towns under the County Budget for Fiscal Year 2014. (Pres. Off.)

1985. Approving and directing the levy of taxes and assessments for Sewer Districts of Suffolk County under the Suffolk County Budget for Fiscal Year 2014.

1986. Affirming, confirming, and adopting the assessment roll for Suffolk County Sewer District No. 3 - Southwest and directing the levy of assessments and charges within the Towns of Babylon, Huntington and Islip for the Southwest Sewer District in the County of Suffolk for Fiscal Year 2014. (Pres. Off.)

1987. Extending the time for the annexation of the warrant to the tax rolls. (Pres. Off.)

1988. Approving the tabulation of town charges and fixing the tax levies and charges to the Towns for the MTA Tax under the County Budget for Fiscal Year 2014. (Pres. Off.)

1989. Approving payment to General Code Publishers for Administrative Code Pages. (Pres. Off.) WAYS & MEANS

1990. Authorizing an appraisal for the purchase of Development Rights of Farmland under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, Chicanowicz Farm – Manor Lane 1 – Town of Riverhead (SCTM No. 0600-022.00-01.00-005.001). (Krupski) ENVIRONMENT, PLANNING AND AGRICULTURE

1991. Authorizing an appraisal for the purchase of Development Rights of Farmland under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, Chicanowicz Farm - Manor Lane 2 - Town of Riverhead (SCTM No. 0600-022.00-02.00-012.000). (Krupski) ENVIRONMENT, PLANNING AND AGRICULTURE

1992. Amending the 2013 Capital Budget and Program and appropriating funds in connection with rewiring of historic buildings at Suffolk County Vanderbilt Museum (CP 7445). (Spencer) PARKS & RECREATION

1993. Authorizing certain technical correction to Adopted Resolution No. 779-2013. (Co. Exec.) WAYS & MEANS

1994. Appropriating funds in connection with application and removal of lane markings (CP 5037). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION

1995. Appropriating funds in connection with traffic signal improvements (CP 5054). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION

1996. Authorizing execution of agreement by the Administrative Head of Suffolk County Sewer District No. 6 - Kings Park and Flynn Subdivision (SM-1594). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION

1997. Authorizing execution of agreement by the Administrative Head of Suffolk County Sewer District No. 3 - Southwest and Tutor Time at Melville (HU-1654). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION

1998. Approving the Vector Control Plan of the Department of Public Works Division of Vector Control pursuant to Section C8-4(B)(2) of the Suffolk County Charter. (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION

1999. Amending the 2013 Capital Budget and Program and appropriating funds in connection with beach erosion and coastline protection (CP 5380). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION

2000. Appropriating funds in connection with intersection improvements on CR 94, Nugent Drive, Towns of Riverhead and Southampton (CP 5557). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION

2001. Refunding Bond Resolution of the County of Suffolk, New York, Adopted December 3, 2013, authorizing the refunding of certain outstanding Serial Bonds of said County, stating the plan of refunding, appropriating an amount not to exceed $430,000,000 for such purpose, authorizing the issuance of not to exceed $430,000,000 refunding Bonds to finance said appropriation, and making certain other determinations relative thereto. (Co. Exec.) BUDGET AND FINANCE

2002. Accepting and appropriating 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $840,000 for the "State Homeland Security Program (SHSP) FY2013" administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related Agreements. (Co. Exec.) PUBLIC SAFETY

2003. Accepting and appropriating 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,584,010 for the "Urban Area Security Initiative (UASI) FY2013" administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related Agreements. (Co. Exec.) PUBLIC SAFETY

2004. Accepting and appropriating 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $51,000 for the 2013 HazMat Grant Program administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related Agreements. (Co. Exec.) PUBLIC SAFETY

2005. Approving an increase in the fleet of the Suffolk County Department of Fire, Rescue and Emergency Services. (Co. Exec.) PUBLIC SAFETY

2006. Authorizing a new Intermunicipal Agreement in connection with Phase II Stormwater Abatement to Lake Agawam within the Village of Southampton (CP 8240.118 and CP 8240.327). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

2007. Authorizing a new Intermunicipal Agreement in connection with installation of stormwater runoff filters within the Village of Babylon (CP 8240.116 and CP 8240.320). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

2008. Accepting and appropriating 100% Federal grant funds from the Federal Emergency Management Agency (FEMA) in the amount of $159,000 for the 2012 Assistance to Firefighters Grant (AFG) Program administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related Agreements. (Co. Exec.) PUBLIC SAFETY

2009. Amending Resolution No. 500-2011 to modify appropriated funds in the HazMat 2009 Grant. (Co. Exec.) PUBLIC SAFETY

2010. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer By: County Legislature No. 395. (Co. Exec.) BUDGET AND FINANCE

2011. Authorizing the transfer of Phone Debit Card Funds from the Sheriff's Office Prisoners' Commissary Account to the Interdepartment Operation and Service Fund. (Co. Exec.) PUBLIC SAFETY

2012. Approving the reappointment of Rabbi Steven A. Moss as chair of the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

2013. Approving the reappointment of Mark J. Epstein, Esq. to the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

2014. Approving the reappointment of Dr. Yu-Wan Wang to the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

2015. Approving the reappointment of Augustus G. Mantia, MD to the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

2016. Approving the reappointment of Rajeshwar Prasad to the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

2017. Reappointing George Proios as a member of the Suffolk County Soil and Water Conservation District. (Krupski) ENVIRONMENT, PLANNING AND AGRICULTURE

2018. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joseph Milazzo (SCTM No. 0200-160.00-07.00-020.000). (Co. Exec.) WAYS & MEANS

2019. Accepting an Empire State Development Grant and amending the 2013 Capital Budget and Program and appropriating funds in connection with engineering, planning, and design of Ronkonkoma Hub Sewer Project (CP 8156). (Co. Exec.) PUBLIC WORKS AND TRANSPORTATION

2020. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act La Roge Equities, Inc. (SCTM No. 0300-032.00-05.00-003.000). (Co. Exec.) WAYS & MEANS

2021. Appointing Donna McKenna to the Suffolk County Motion Picture/Television Film Commission. (Co. Exec.) ECONOMIC DEVELOPMENT AND ENERGY

2022. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Willow Ponds on the Sound Home Owners Association, Inc. (SCTM No. 0600-018.00-01.00-012.005). (Co. Exec.) WAYS & MEANS

2023. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Willow Ponds on the Sound Home Owners Association, Inc. (SCTM No. 0600-018.00-01.00-012.001). (Co. Exec.) WAYS & MEANS

2024. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Gold Coast Homes at Crooked Hill Park, Inc. (SCTM No. 0400-101.00-01.00-007.002). (Co. Exec.) WAYS & MEANS

2025. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Gus Nusu and Claudia Nusu, his wife (SCTM No. 0200-536.00-05.00-013.000). (Co. Exec.) WAYS & MEANS

2026. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Salvatore F. Aiosa, Jr. (SCTM No. 0100-129.00-05.00-085.000). (Co. Exec.) WAYS & MEANS

2027. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Susan Robinson (SCTM No. 0200-449.00-05.00-001.002). (Co. Exec.) WAYS & MEANS

2028. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Padgett Temple-Church of God in Christ (SCTM No. 0900-111.00-02.00-063.002). (Co. Exec.) WAYS & MEANS

2029. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Casa Vieja Realty, Inc. (SCTM No. 0500-160.00-02.00-037.000). (Co. Exec.) WAYS & MEANS

2030. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act L'audace Ltd. (SCTM No. 0500-032.00-04.00-065.000). (Co. Exec.) WAYS & MEANS

2031. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Wheeler Road Holding Corp. (SCTM No. 0500-120.00-04.00-024.000). (Co. Exec.) WAYS & MEANS

2032. Adopting Local Law No. -2013, A Charter Law to implement Common Sense Home Rule Reforms. (Co. Exec.) WAYS & MEANS

INTRODUCTORY TAX RESOLUTIONS FOR THE NOVEMBER 19,2013
GENERAL MEETING OF THE SUFFOLK COUNTY LEGISLATURE

1978 Levying unpaid Sewer Rents and Charges in Suffolk County Sewer District No. 3 - Southwest in the Towns of Babylon, Huntington, and Islip

1979 Levying Unpaid Sewer Rents and Charges in Suffolk County Sewer District No. 13 (Wind Watch), Suffolk County Sewer District No. 14 (Parkland), Suffolk County Sewer District No. 15 (Nob Hill) and Suffolk County Sewer District No. 18 (Hauppauge Industrial) in the Town of Islip

1980 Levying unpaid Sewer Rents and Charges in Suffolk County Sewer District No. 1 (Port Jefferson), Suffolk County Sewer District No. 7 (Medford), Suffolk County Sewer District No. 10 (Stony Brook), Suffolk County Sewer District No. 11 (Selden), Suffolk County Sewer District No. 12 (Birchwood N Shore), Suffolk County Sewer District No. 14 (Parkland), Suffolk County Sewer District No. 19 (Haven Hills), Suffolk County Sewer District No. 20 (William Floyd), Suffolk County Sewer District No. 23 (Coventry Manor) in the Town of Brookhaven

1981 Levying unpaid Sewer Rents and Charges in Suffolk County Sewer District No. 6 (Kings Park), Suffolk County Sewer District No. 13 (Wind Watch), Suffolk County Sewer District No. 15 (Nob Hill), Suffolk County Sewer District No. 18 (Hauppauge Industrial), Suffolk County Sewer District No. 22 (Hauppauge Municipal), and Suffolk County Sewer District No. 28 (Fairfield at St. James) in the Town of Smithtown

1982 Approving the return of the fund balance of the general fund, police district fund, and District Court District Fund to the taxpayers of the towns of Suffolk County

1983 Determining equalized real property valuations for the assessment rolls of the 10 towns

1984 Approving the tabulations of Town Charges and fixing the tax levies and charges to the towns under the County Budget for fiscal year 2014

1985 Approving and directing the levy of taxes and assessments for Sewer Districts of Suffolk County under the County Budget for fiscal year 2014

1986 Affirming, confirming, and adopting the assessment roll for Suffolk County Sewer District No. 3 - Southwest and directing the levy of assessment and charges within the Towns of Babylon, Huntington, and Islip for the Southwest Sewer District in the County of Suffolk for fiscal year 2014

1987 Extending the Time for the Annexation of the Warrant to the Tax Rolls

1988 Approving the tabulations of Town Charges and fixing the tax levies and charges to the towns for the MTA Tax under the County Budget for fiscal year 2014

Intro. Res. No. 1989 -2013
Introduced by Presiding Officer

Laid on Table 11/19/13

RESOLUTION NO. –2013, APPROVING PAYMENT TO GENERAL CODE PUBLISHERS FOR ADMINISTRATIVE CODE PAGES

WHEREAS, General Code Publishers Corp. has provided Supplement No. 7 update the Suffolk County Administrative Code totaling $3,291.44; and

WHEREAS, Resolution No. 461-1986 established a schedule of fees for entities and/or individuals requesting such Administrative Code and pages from the County Legislature and Resolution No. 189-1991 amended said fee schedule; now, therefore be it

1st **RESOLVED**, that the payment of $3,291.44for the provisions of such pages is hereby approved.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1990

Intro. Res. No. -2013 Laid on Table 11/19/13

Introduced by Legislator Krupski

RESOLUTION NO. -2013, AUTHORIZING AN APPRAISAL FOR THE PURCHASE OF DEVELOPMENT RIGHTS OF FARMLAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007, CHICANOWICZ FARM – MANOR LANE 1 – TOWN OF RIVERHEAD (SCTM NO. 0600-022.00-01.00-005.001)

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of farmland development rights in accordance with specific criteria set forth therein; and

WHEREAS, the parcel(s) listed in Exhibit "A" of this resolution meets the criteria for acquisition under the Drinking Water Protection Program; and

WHEREAS, Resolution No. 265-2013 established a new three-step acquisition process, the first step being an appraisal of any parcel proposed for acquisition; now, therefore be it

1st **RESOLVED**, that the parcel(s) listed in Exhibit "A" meet the criteria required by the Suffolk County Drinking Water Protection Program; and be it further

2nd **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, or his or her deputy, is hereby authorized, empowered, and directed, pursuant to Section A35-3(B)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE, to have the subject parcel(s) appraised; and be it further

3rd **RESOLVED**, that the cost of such appraisal shall be paid from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

4th **RESOLVED**, the costs associated with the preparation of a title search, survey, map or environmental assessment of the subject parcels(s), which may be authorized by a subsequent legislative resolution or procedural motion, shall be paid for from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

5th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\apraisal\r-appraisal-farmland-component-manor-1-chicanowicz

PARCEL	SUFFOLK COUNTY TAX MAP NUMBER		ACRES	REPUTED OWNER AND ADDRESS
1	District	0600	17.3	Stanley A. Chicanowicz
	Section	022.00		Manor Lane
	Block	01.00		Riverhead, NY 11901
	Lot	005.001		

EXHIBIT "A"

1991

Intro. Res. No. -2013 Laid on Table 11/19/13

Introduced by Legislator Krupski

RESOLUTION NO. -2013, AUTHORIZING AN APPRAISAL FOR THE PURCHASE OF DEVELOPMENT RIGHTS OF FARMLAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007, CHICANOWICZ FARM – MANOR LANE 2 – TOWN OF RIVERHEAD (SCTM NO. 0600-022.00-02.00-012.000)

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of farmland development rights in accordance with specific criteria set forth therein; and

WHEREAS, the parcel(s) listed in Exhibit "A" of this resolution meets the criteria for acquisition under the Drinking Water Protection Program; and

WHEREAS, Resolution No. 265-2013 established a new three-step acquisition process, the first step being an appraisal of any parcel proposed for acquisition; now, therefore be it

1st **RESOLVED**, that the parcel(s) listed in Exhibit "A" meet the criteria required by the Suffolk County Drinking Water Protection Program; and be it further

2nd **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, or his or her deputy, is hereby authorized, empowered, and directed, pursuant to Section A35-3(B)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE, to have the subject parcel(s) appraised; and be it further

3rd **RESOLVED**, that the cost of such appraisal shall be paid from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

4th **RESOLVED**, the costs associated with the preparation of a title search, survey, map or environmental assessment of the subject parcels(s), which may be authorized by a subsequent legislative resolution or procedural motion, shall be paid for from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

5th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\apraisal\r-appraisal-farmland-component-manor-2-chicanowicz

PARCEL	SUFFOLK COUNTY TAX MAP NUMBER		ACRES	REPUTED OWNER AND ADDRESS
1	District	0600	36	Stanley A. Chicanowicz
	Section	022.00		Manor Lane
	Block	02.00		Riverhead, NY 11901
	Lot	012.000		

EXHIBIT "A"

Intro. Res. No. 1992 -2013
Introduced by Legislator Spencer

Laid on Table 11/19/2013

RESOLUTION NO. -2013, AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH REWIRING OF HISTORIC BUILDINGS AT SUFFOLK COUNTY VANDERBILT MUSEUM (CP 7445)

WHEREAS, the buildings at the Suffolk County Vanderbilt Museum are approaching 100 years old and several of the buildings require upgrades to their electrical distribution systems; and

WHEREAS, the Executive Director requested construction funds for the rewiring of the Museum's historic buildings; and

WHEREAS, sufficient funds are not included in the 2013 Capital Budget and Program to cover the cost for improvements and upgrades to the electrical distribution systems in the Museum's historic buildings and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $75,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 471-1994, as amended by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2013 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st **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. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd **RESOLVED**, that the 2013 Capital Budget and Program be and is hereby amended as follows:

Project Number: 7437
Project Title: Improvements to Vanderbilt Museum Planetarium

Cost Elements	Total Est'd Cost	Current 2013 Capital Budget & Program	Revised 2013 Capital Budget & Program
1. Planning	$0	$75,000B	$0
TOTAL	$1,005,000	$75,000	$0

Project Number: 7445
Project Title: Rewiring of Historic Buildings at Suffolk County Vanderbilt Museum

Cost Elements	Total Est'd Cost	Current 2013 Capital Budget & Program	Revised 2013 Capital Budget & Program
3. Construction	$1,855,000	$0	$75,000B
TOTAL	$1,855,000	$0	$75,000

and be it further

3rd **RESOLVED**, that the proceeds of $75,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project Number	Project Title	Amount
525-CAP-7445.315	Rewiring of Historic Buildings at Suffolk County Vanderbilt Museum	$75,000

and be it further

4th **RESOLVED**, that the County Comptroller and the County Treasurer are hereby authorized and empowered to take all steps necessary and appropriate to effectuate the transfer of this funding forthwith; and be it further

5th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action, pursuant to Title 6 NYCRR Part 617.5(C) (21), (22) and (27), since it constitutes a local legislative decision in connection with the maintenance, repair, replacement, rehabilitation, reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date

Intro. Res. No. 1993-2013 Laid on Table 11/19/2013
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, AUTHORIZING CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 779-2013

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 779-2013; and

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

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

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

Resolution No. 779-2013
In the 1st **WHEREAS** paragraph, change the Federal Fiscal Year:

FROM:
Federal Fiscal Year [2012]

TO:
Federal Fiscal Year **2013**

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1994

Intro. Res. No. - 2013 Laid on the Table 11/19/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2013, APPROPRIATING FUNDS IN CONNECTION WITH APPLICATION AND REMOVAL OF LANE MARKINGS (CP 5037)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Application and Removal of Lane Markings; and

WHEREAS, there are sufficient funds within the 2013 Capital Budget and Program to cover the cost of said request; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $375,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, SEQRA Resolution No.1171-1995 adopted by the County Legislature determined that this project constitutes a Type II action;, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-nine (49) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Application and Removal of Lane Markings, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $375,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5037.326 (Fund 001 Debt Service)	50	Application and Removal of Lane Markings	$375,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1994

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2013, APPROPRIATING FUNDS IN CONNECTION WITH APPLICATION AND REMOVAL OF LANE MARKINGS (CP 5037)

3. Purpose of Proposed Legislation

See above.

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

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2013 or 2014.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		November 4th 2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1994

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1994

Term of Bonds	5
Amount to Bond:	$350,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2013					
11/1/2014	2.000%	$66,188.22	$9,800.00	$75,988.22	$75,988.22
			$3,973.36	$3,973.36	
11/1/2015	3.000%	$68,041.49	$3,973.36	$72,014.85	$75,988.22
			$3,020.78	$3,020.78	
11/1/2016	3.000%	$69,946.65	$3,020.78	$72,967.43	$75,988.22
			$2,041.53	$2,041.53	
11/1/2017	3.000%	$71,905.15	$2,041.53	$73,946.68	$75,988.22
			$1,034.86	$1,034.86	
11/1/2018	3.000%	$73,918.50	$1,034.86	$74,953.36	$75,988.22
11/1/2019		$350,000.00	$29,941.08	$379,941.08	$379,941.08
11/1/2020					
11/1/2021					
11/1/2022					
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					

1994

C.P. 5037 APPLY/REMOVE PAVEMENT MARKINGS 2013			
CR#	Road / Limits	Town	Leg Dist
1	**County Line Road**		
	between NY 27A and Joyce	Babylon	15
2	**Straight Path**		
	between Old Country and NY 231	Babylon	17, 16
3	**Pinelawn Road**		
	between New York and Walt Whitman	Huntington	17
4	**Commack Road**		
	between NY 231 and Polo/Julia	Babylon	16
	between I 495 NSR and Dovecote	Huntington	13, 16, 18
6	**Rabro Drive**		
	between Old Willets and NY 111	Smithtown/Islip	12
7	**Wicks Road**		
	between CR 13, Fifth Avenue and Blue Jay	Islip	11
11	**Pulaski Rd**		
	between NY 108 and CR 10, Elwood Road	Huntington	16
12	**Oak Street**		
	between NY 110 and Strongs	Babylon	15
13	**Fifth Avenue**		
	between Brook and Pineaire	Islip	11
13	**Crooked Hill Road**		
	between CR 7, Wicks Rd and CR 4, Commack Rd	Islip/Smithtown	11
13A	**Clinton Avenue**		
	between NY 27 and CR 57, Bay Shore Road	Islip	11
19	**Patchogue-Holbrook Road**		
	between CR 65, Division St and CR 16, Portion Rd	Patchogue/Brookhaven/Islip	7, 8, 12
21	**Rocky Point Road**		
	between NY 25 and NY 25A	Brookhaven	8
28	**New Highway**		
	between NY 27 and NY 109	Babylon	14, 15
34	**Deer Park Ave**		
	between Village Line and NY 231	Babylon	14, 17
35	**Deer Park Road West**		
	between Northern State Parkway and Two Brothers	Huntington	16
36	**South Country Road**		
	bet CR 80, Montauk Hwy (west) and CR 80, Montauk Hwy (east)	Brookhaven	3, 7
39	**North Road**		
	between NY 27 and CR 38, North Sea Road	Southampton	2
42	**Shore Road**		
	between Rocky Point and CR 115, West Neck Road	Shelter Island	1
43	**Northville Turnpike**		
	bet CR 58, Old Country Rd and CR 105, Cross River Dr	Riverhead	1

1994

46	**William Floyd Parkway**		
	between CR 75, Fire Island Beach Road and Surrey	Brookhaven	**3**
	between Moriches-Middle Island and NY 25A	Brookhaven	**1, 3, 6**
47	**Great Neck Road**		
	between NY 27 and NY 110	Babylon	**15**
50	**Union Boulevard**		
	between CR 82, Higbie Lane and NY 27A	Islip	**10, 11**
57	**Bay Shore Road**		
	between NY 231 and NY 27	Islip	**11, 16**
58	**Old Country Road**		
	between Osborne and NY 25	Riverhead	**1**
63	**Old East Moriches-Riverhead Road**		
	between NY 24 and NY 25	Southampton	**2**
67	**Motor Parkway**		
	between NY 111 and CR 93, Rosevale Ave	Islip	**9, 10, 12**
69	**Cartwright Road**		
	between NY 114 and Ram Island	Shelter Island	**1**
76	**Town Line Road**		
	between NY 347 and Old Nichols	Smithtown	**12**
80	**Montauk Highway**		
	between Bay and Knoll	Brookhaven	**2**
86	**Broadway-Greenlanw Road**		
	between NY 25 and CR 11, Pulaski Road	Huntington	**16, 17**
93	**Ocean Avenue**		
	between Peconic and CR 16, Smithtown Blvd	Islip	**8, 10, 12**
96	**Great East Neck Road**		
	between NY 27A and NY 109	Babylon	**14**
99	**Woodside Avenue**		
	bet CR 19, Patch-Holbrook Rd and CR 101, Patch-Yaphank Rd	Islip/Brookhaven	**8**
100	**Suffolk Avenue**		
	between CR 13, Fifth Avenue and NY 454	Islip	**19**
101	**Patchogue-Yaphank Road**		
	between CR 80, Montauk Hwy and Long Island	Brookhaven	**3, 7**
111	**Port Jefferson-Westhampton Road**		
	between NY 27 SSR and I 495 NSR	Brookhaven	**1**
112	**Johnson Avenue**		
	between NY 27 and NY 454	Islip	**7, 8**
I495	**North Service Road**		
I495	**South Service Road**		
	between NY 231 and CR 83, North Ocean Avenue	Hutington/Islip/Brookhaven	**7, 8, 9, 10, 11, 12, 14, 16**

IT MAY BE NECESSARY TO ADD AND / OR SUBSTITUTE OTHER ROADS AND / OR REVISE LIMITS OF WORK DUE TO SEASONAL LIMITATIONS, CHANGES IN PRIORTIES, OR OTHER REQUIREMENTS AS DETERMINED BY THIS DEPARTMENT

1994

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Application and Removal of Lane Markings (CP 5037)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for the application and removal of thermoplastic reflectorized lane markings on various county roadways, with an expected life of 3 to 5 years. These services improve motorist safety

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project, there are no offsets needed.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to issue work orders for application and removal of lane markings.

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

COUNTY OF SUFFOLK

1994

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: October 21, 2013

RE: Appropriating Funds in Connection with Application and Removal of Lane Markings (CP 5037)

Attached is a draft resolution and duplicate copy to appropriate the sum of $375,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2013 Capital Budget and Program for this project.

This project is extremely important to improve motorist safety as lane markings are an integral part of the County roadway system. We intend to utilize these funds to upgrade/modify pavement markings at various LIRR crossings, pedestrian crosswalks and priority intersections.

Locations to be progressed under this project include, but are not limited to, the attached list. It may be necessary to add and/or substitute other roads and/or revise limits of work due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.

The Suffolk County Council on Environmental Quality has reviewed projects of this nature under a previous version of the implementing rules and regulations of SEQRA and determined that the project constitutes a Type II action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5037(Lane Markings).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1995

Intro. Res. No. - 2013 Laid on the Table 11/19/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2013, APPROPRIATING FUNDS IN CONNECTION WITH TRAFFIC SIGNAL IMPROVEMENTS (CP 5054)

WHEREAS, the Commissioner of Public Works has requested funds for engineering and equipment in connection with Traffic Signal Improvements; and

WHEREAS, there are sufficient funds within the 2013 Capital Budget and Program to cover the cost of said request; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,075,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby determines that traffic signal improvements constitute a Type II action pursuant to the provisions of Title 6 NYCRR Part 617.5(c)(16)(20)(21)(25)(27) since the action involves a legislative decision concerning the installation of traffic control devices on existing streets, roads and highways; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-five (45) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Traffic Signal Improvements, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $1,075,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5054.114 (Fund 001 Debt Service)	50	Traffic Signal Improvements	$250,000

Project No.	J.C.	Project Title	Amount
525-CAP-5054.582 (Fund 001 Debt Service)	50	Traffic Signal Improvements	$825,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1995

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2013, APPROPRIATING FUNDS IN CONNECTION WITH TRAFFIC SIGNAL IMPROVEMENTS (CP 5054)

3. Purpose of Proposed Legislation

See above.

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2013 or 2014.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		November 4th 2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1995

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

1995

Term of Bonds	20
Amount to Bond:	$1,075,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2014					
			$19,461.62	$19,461.62	
11/1/2015	2.000%	$37,046.75	$40,312.50	$77,359.25	$77,359.25
			$18,740.95	$18,740.95	
11/1/2016	3.000%	$38,436.01	$19,461.62	$57,897.63	$77,359.25
			$17,993.25	$17,993.25	
11/1/2017	3.000%	$39,877.36	$18,740.95	$58,618.31	$77,359.25
			$17,217.51	$17,217.51	
11/1/2018	3.000%	$41,372.76	$17,993.25	$59,366.01	$77,359.25
			$16,412.68	$16,412.68	
11/1/2019	3.000%	$42,924.24	$17,217.51	$60,141.75	$77,359.25
			$15,577.67	$15,577.67	
11/1/2020	3.000%	$44,533.90	$16,412.68	$60,946.58	$77,359.25
			$14,711.35	$14,711.35	
11/1/2021	3.000%	$46,203.92	$15,577.67	$61,781.59	$77,359.25
			$13,812.53	$13,812.53	
11/1/2022	3.000%	$47,936.56	$14,711.35	$62,647.91	$77,359.25
			$12,880.02	$12,880.02	
11/1/2023	3.000%	$49,734.19	$13,812.53	$63,546.72	$77,359.25
			$11,912.53	$11,912.53	
11/1/2024	3.000%	$51,599.22	$12,880.02	$64,479.24	$77,359.25
			$10,908.77	$10,908.77	
11/1/2025	3.000%	$53,534.19	$11,912.53	$65,446.72	$77,359.25
			$9,867.36	$9,867.36	
11/1/2026	3.000%	$55,541.72	$10,908.77	$66,450.49	$77,359.25
			$8,786.90	$8,786.90	
11/1/2027	3.250%	$57,624.53	$9,867.36	$67,491.89	$77,359.25
			$7,665.92	$7,665.92	
11/1/2028	3.250%	$59,785.46	$8,786.90	$68,572.35	$77,359.25
			$6,502.91	$6,502.91	
11/1/2029	3.375%	$62,027.41	$7,665.92	$69,693.33	$77,359.25
			$5,296.28	$5,296.28	
11/1/2030	3.500%	$64,353.44	$6,502.91	$70,856.35	$77,359.25
			$4,044.41	$4,044.41	
11/1/2031	3.500%	$66,766.69	$5,296.28	$72,062.97	$77,359.25
			$2,745.59	$2,745.59	
11/1/2032	3.625%	$69,270.44	$4,044.41	$73,314.85	$77,359.25
			$1,398.06	$1,398.06	
10/31/2033	3.750%	$71,868.08	$2,745.59	$74,613.67	$77,359.25
11/1/2034	4.000%	$74,563.14	$1,398.06	$75,961.20	$77,359.25
		$1,075,000.00	$472,185.09	$1,547,185.09	$1,547,185.09

C.P. 5054 TRAFFIC SIGNAL IMPROVEMENTS 2013			
CR#	Road / Limits	Town	Leg Dist
2	**Straight Path**		
	Acorn/LI Avenue	Babylon	15
6	**Rabro Drive**		
	CR108, Old Willets Path	Smithtown	12
10	**Elwood Road**		
	between NY 25 & NY 25A	Huntington	16, 18
11	**Pulaski Rd**		
	at CR 92, Oakwood Road	Huntington	18
	at Larkfield	Huntington	18
12	**Oak Street**		
	at Bayview	Babylon	15
16	**HorseBlock Rd**		
	at Woodmont	Brookhaven	4
17	**Carleton Ave**		
	at Clayton	Islip	9
19	**Waverly Avenue**		
	at NY 27 NSR	Brookhaven	7
	at NY 27 SSR	Brookhaven	7
21	**Main Street**		
	at Everett	Brookhaven	3
35	**Park Ave**		
	bet CR 86, Broadway-Greenlawn Rd and CR 11, Pulaski Rd	Huntington	17
	bet LIRR and NY 25A	Huntington	18
48	**Middle Road**		
	at Cox Neck	Southold	1
83	**North Ocean Avenue**		
	at NY 27 NSR	Brookhaven	7
83	**Patchogue-Mount Sinai Avenue**		
	at Old Town Road	Brookhaven	4
85	**Montauk Highway**		
	at Vanderbilt	Islip	8
89	**Dune Road**		
	at Jussup	Southampton	2
92	**Oakwood Avenue**		
	between Craven and NY 110	Hutington	18, 17
92	**Oakwood Road**		
	at High	Huntington	18
	at West Rogues	Huntington	18
111	**Port Jefferson-Westhampton Road**		
	at I 495 SSR	Brookhaven	1

IT MAY BE NECESSARY TO ADD AND / OR SUBSTITUTE OTHER ROADS AND / OR REVISE LIMITS OF WORK DUE TO SEASONAL LIMITATIONS, CHANGES IN PRIORTIES, OR OTHER REQUIREMENTS AS DETERMINED BY THIS DEPARTM

1995

1995

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Traffic Signal Improvements (CP 5054)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for studies of various intersections to ascertain if a signal is warranted, as well as modernization of existing signals where required. These services improve motorist safety.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project, there are no offsets needed.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to issue work orders for traffic signal study and design and installation of traffic signals and/or modernization of existing signals.

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

COUNTY OF SUFFOLK

1995

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: October 22, 2013

RE: Appropriating Funds in Connection with Traffic Signal Improvements (CP 5054)

Attached is a draft resolution and duplicate copy to appropriate the sum of $250,000 for planning/design and $825,000 for equipment in connection with the above referenced project. There are sufficient funds included in the 2013 Capital Budget and Program for this project.

The intent of this project is to reduce the traffic accident rate on County roads through the design and installation of new signals where studies show they are warranted and through modernization of existing signals and signal systems where required. The designation of signal locations to be progressed to construction as a result of these studies is an ongoing process. The annual requirements contract provides us with a mechanism for progressing with signal installation in an expedient manner.

A potential list of locations is attached. It may be necessary to add and/or substitute other locations due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.

The Suffolk County Council on Environmental Quality has reviewed these types of projects and determined they constitute a Type II action and no further review is required. The Suffolk County Legislature concurred with this finding pursuant to Resolution 1175-1995.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5054(TS D&E).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1996

Intro Res. No. -2013 Laid on Table 11/19/13

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 6 KINGS PARK AND FLYNN SUBDIVISION (SM-1594)

WHEREAS, Flynn Subdivision is outside the boundary of Suffolk County Sewer District No. 6 – Kings Park; and

WHEREAS, Flynn Subdivision has petitioned and requested the Administrative Head of the District for permission to discharge Six Hundred gallons per day (600 GPD), and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity Six Hundred gallons per day (600 GPD) in excess of its own needs; and

WHEREAS, the connection is subject to the approval of the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, the proposed flow has received the approval of the Suffolk County Sewer Agency (Resolution 32-2013) with a connection fee of $30.00 per gallon per day of sewage capacity; for a total connection fee of $18,000.00, for the said Six Hundred gallons per day (600 GPD) of capacity; to the district; and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 6 – Kings Park and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; now therefore be it

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the developer upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 6 – Kings Park and that they be required to post a surety bond or bonds and deposit cash or securities with the County Treasurer in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts.

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered, and directed to take such action as may be Necessary, pursuant to section C8-2(L&M) of the Suffolk County Charter.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

1996

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: 32 -2013

AUTHORIZING THE CONNECTION OF FLYNN SUBDIVISION (HU-1594) TO SUFFOLK COUNTY SEWER DISTRICT NO. 6 – KINGS PARK

WHEREAS, Flynn Subdivision is a proposed 2-lot residential subdivision located in the Hamlet of Kings Park, New York, situated on property identified on the Suffolk County Tax Map as District 0800, Section 015.00, Block 04.00, Lots 013.001 and 013.002, and

WHEREAS, the sewage flow from the Flynn Subdivision is expected to be six hundred gallons per day (600 gpd), and

WHEREAS, Flynn Subdivision is not located within the boundaries of Suffolk County Sewer District No. 6 - Kings Park (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, Flynn Subdivision has applied to this Agency for permission to connect its six hundred gallons per day (600 gpd) flow to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the sewage which is expected to emanate from Flynn Subdivision, and

WHEREAS, the connection of Flynn Subdivision to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County,

NOW, THEREFORE, IT IS

1st RESOLVED, that Flynn Subdivision be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

2nd RESOLVED, that six hundred gallons per day (600 gpd) of capacity in the District's sewage treatment plant be allocated to Flynn Subdivision, and it is further

3rd RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

1996

4th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the owner of Flynn Subdivision, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

5th RESOLVED, that the connection fee to be paid for Flynn Subdivision shall be paid upon the execution of the Connection Agreement at the rate of $30.00 per gallon of sewage per day for a total of $18,000.00, and it is further

6th RESOLVED, that Flynn Subdivision shall, at its sole cost, expense and effort, construct a sewage collection facility for Flynn Subdivision, and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

7th RESOLVED, that no Certificate of Occupancy shall be issued for any portion of Flynn Subdivision until the sewage collection facility for Flynn Subdivision has been completed and Flynn Subdivision has been connected to the sanitary sewerage facilities of the District, all to the satisfaction of DPW, and it is further

8th RESOLVED, that the developer of Flynn Subdivision shall furnish a Letter of Credit, in form, wording and amount, and on such terms and conditions, as determined by this Agency's staff, as security for the construction of the sewage collection facility for Flynn Subdivision, as well as for all of the developer's obligations under the Connection Agreement, and it is further

9th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to the developer of Flynn Subdivision if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency meeting October 21, 2013)

1996

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2013, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 6-KINGS PARK AND FLYNN SUBDIVISION (SM-1594)

3. Purpose of Proposed Legislation

To authorize the execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 6-Kings Park with Flynn Subdivision (SM-1594), a firm seeking to discharge 600 GPD.

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

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify): Sewer District**

Library District **Fire District**

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

The connection fee of $30.00 per gallon per day (600 GPD) of $18,000 will be paid to the District.

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Upon Adoption

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		November 8, 2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1996

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1996

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A BERDOLT
DEPUTY COMMISSIONER

2013 Intergovernmental Relations Memorandum of Support

Title of Bill:

RESOLUTION NO. -2013, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 6 KINGS PARK AND FLYNN SUBDIVISION (SM-1594)

Purpose or General Idea of Bill:

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No.6 - Kings Park with Flynn Subdivision (SM-1594), a firm seeking permission to discharge 600 GPD.

Summary of Specific Provisions:

Allow the connection of the project to SCSD #3 - Southwest

Justification:

Economic and environmental benefit

Fiscal Implications:

None

SCDPW Project: Flynn Subdivision **Project No.:** SM-1954

COUNTY OF SUFFOLK

1996

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

To: Jon Schneider, Deputy County Executive

From: Gilbert Anderson, P.E., Commissioner, SCDPW

Date: October 22, 2013

Subject: **RESOLUTION NO. -2013, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 6 – KINGS PARK WITH FLYNN SUBDIVISION (SM-1594)**

Attached is a draft resolution filed as **Reso DPW SA 32-2013 Flynn Subdivision (SM-1594)** and appropriate forms with the backup filed as **Backup - Reso DPW SA 32-2013 Flynn Subdivision (SM-1594) SCIN 175A**. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County Sewer District No. 6 – Kings Park with Flynn Subdivision (SM-1594)

Project Facts:

Type/units:	Industrial Building	SCTM #:	0800-015.00-04.00-013.001, 013.002
Area:	0.5±	SEQRA:	Complete
Flow:	600 GPD	Groundwater Zone:	I
SCSD:	No. 6 – Kings Park	Legislative District:	13th

GA:JD:cap
cc:
Dennis M Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
John Donovan, P.E., SCDPW
Janice McGovern, P.E., SCDPW
Chuck Jaquin, SCDPW
Robert A Braun, Esq., SCDOL
Debra Kolyer, CE Office
Nick Paglia, Assistant Executive Analyst
Elizabeth Duffy, SCDPW
CE Reso Review
Craig A Platt, Secretary, SCSA

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.):**
Department of Public Works 335 Yaphank Avenue Yaphank, NY	Craig A Platt 852-4187

Suggestion Involves:

Technical Amendment	_____	New Program	_____
		Contract	X
Grant Award	_____	New	X
		Rev.	_____
		Other	_____

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

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No.6 - Kings Park with Flynn Subdivision (SM-1594), a firm seeking permission to discharge 600 GPD.

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

NA

PLEASE FILL IN REVERSE SIDE OF FORM

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

Intro Res. No. 1997 -2013 Laid on Table 11/19/13
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST AND TUTOR TIME @ MELVILLE (HU-1654)

WHEREAS, Tutor Time @ Melville is outside the boundary of Suffolk County Sewer District No. 3 – Southwest; and

WHEREAS, Tutor Time @ Melville has petitioned and requested the Administrative Head of the District for permission to discharge Five Hundred Seventy gallons per day (570 GPD), and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity Five Hundred Seventy gallons per day (570 GPD) in excess of its own needs; and

WHEREAS, the connection is subject to the approval of the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, the proposed flow has received the approval of the Suffolk County Sewer Agency (Resolution 31-2013) with a connection fee of $30.00 per gallon per day of sewage capacity; for a total connection fee of $17,100.00, for the said Five Hundred Seventy gallons per day (570 GPD) of capacity; to the district; and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 3 – Southwest and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; now therefore be it

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the developer upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 3 – Southwest and that they be required to post a surety bond or bonds and deposit cash or securities with the County Treasurer in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts.

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered, and directed to take such action as may be Necessary, pursuant to section C8-2(L&M) of the Suffolk County Charter.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

1997

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO. 31 - 2013,
GRANTING FORMAL APPROVAL FOR THE CONNECTION OF TUTOR TIME @ MELVILLE (HU-1654) TO SUFFOLK SEWER DISTRICT NO. 3 – SOUTHWEST

WHEREAS, Tutor Time @ Melville is an existing building situated in Melville, New York, on property identified on the Suffolk County Tax Map as District 04.00, Section 266.00, Block 01.00, Lot 011.000, and

WHEREAS, the sewage flow from Tutor Time @ Melville is expected to be Five Hundred Seventy gallons per day (570 GPD), and

WHEREAS, Tutor Time @ Melville is not located within the boundaries of Suffolk County Sewer District No. 3 – Southwest (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, Tutor Time @ Melville has applied to this Agency for permission to connect its Five Hundred Seventy gallons per day (570 GPD) of flow to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the proposed flow of Five Hundred Seventy gallons per day (570 GPD) which is expected to emanate from Tutor Time @ Melville, and

WHEREAS, the connection of Tutor Time @ Melville to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County, and

WHEREAS, pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is listed as a Type II Action, and requires no further action, and

NOW, THEREFORE, IT IS

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that Tutor Time @ Melville be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

1997

3rd RESOLVED, that Five Hundred Seventy (570 GPD) gallons per day, of capacity in the District's sewage treatment plant be allocated to Tutor Time @ Melville, and it is further

4th RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the developer of Tutor Time @ Melville, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk, and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, that the connection fee to be paid for Tutor Time @ Melville shall be paid upon the execution of the Connection Agreement at the rate of $30.00 per gallon of flow per day for a total of $17,100.00, and it is further

7th RESOLVED, that Tutor Time @ Melville shall, at its sole cost, expense and effort, construct a sewage collection facility for Tutor Time @ Melville project and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

8th RESOLVED, that Tutor Time @ Melville shall furnish a Letter of Credit, in form, wording and amount, and on such terms and conditions, as determined by this Agency's staff, as security for the construction of the sewage collection facility for Tutor Time @ Melville, as well as for all of the developer's obligations under the Connection Agreement, and it is further

9th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to Tutor Time @ Melville if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting October 21, 2013)

1997

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. **Type of Legislation**

Resolution X Local Law _____ Charter Law _____

2. **Title of Proposed Legislation**

RESOLUTION NO. -2013, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST AND TUTOR TIME @ MELVILLE (HU-1654)

3. **Purpose of Proposed Legislation**

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No.3 - Southwest with Tutor Time @ Melville (HU-1654), a firm seeking permission to discharge 570 GPD.

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

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

County	**Town**	**Economic Impact**
Village	**School District**	**Other (Specify):**
Library District	**Fire District**	• SD # 3 - Southwest

6. **If the answer to item 4 is "yes," Provide Detailed Explanation of Impact**

The connection fee of $30.00 per gallon per day (570 GPD) of $17,100.00 will be paid to the District.

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

NA

8. **Proposed Source of Funding**

NA

9. **Timing of Impact**

NA

10. **Typed Name & Title of Preparer**	11. **Signature of Preparer**	12. **Date**
Craig A Platt, Assistant Director Sewer District Activation	Craig A. Platt	October 22, 2013

SCIN FORM 175b (10/95)

Nicholas E Pagliaro JR 11/12/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1997

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1997

RESOLUTION SUBMITTAL SHEET

Capital Project	NA	Legislative Districts	17th
Operating Fund	NA	Federal Aid %	NA
Other		State Aid %	NA

Complete description of why we are asking for resolution; if aided, state status of aid

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No.3 - Southwest with Tutor Time @ Melville (HU-1654), a firm seeking permission to discharge 570 GPD.

Previous resolution (list previous resolution for the same work)

Resolution Number	Purpose	Amount
NA	NA	NA

Amounts being requested		Current Funding	
Planning	0	Planning	0
Site	0	Site	0
Construction	0	Construction	0
Land	0	Land	0
F&E	0	F&E	0

Project Status				
Est. planning completion	NA		Design consultant	
Est. construction start			Contractor	
Est. construction completion				

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue

Offset	Leg. District	Comments
NA		

1997

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A BERDOLT
DEPUTY COMMISSIONER

2013 Intergovernmental Relations Memorandum of Support

Title of Bill:

RESOLUTION NO. -2013, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST AND TUTOR TIME @ MELVILLE (HU-1654)

Purpose or General Idea of Bill:

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No.3 - Southwest with Tutor Time @ Melville (HU-1654), a business seeking permission to discharge 570 GPD.

Summary of Specific Provisions:

Allow the connection of the project to SCSD #3 - Southwest

Justification:

Economic and environmental benefit

Fiscal Implications:

None

SCDPW Project: Tutor Time @ Melville **Project No.:** HU-1654

COUNTY OF SUFFOLK 1997

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

To: Jon Schneider, Deputy County Executive

From: Gilbert Anderson, P.E., Commissioner, SCDPW

Date: October 22, 2013

Subject: **RESOLUTION NO. -2013, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SCSD NO. 3 – SOUTHWEST WITH TUTOR TIME @ MELVILLE (BA-1654)**

Attached is a draft resolution filed as **Reso DPW SA 31-2013 Tutor Time @ Melville (BA-1654)** and appropriate forms with the backup filed as **Backup- Reso DPW SA 31-2013 Tutor Time @ Melville (BA-1654) SCIN 175A**. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County Sewer District No. 3 – Southwest with Tutor Time @ Melville (BA-1654).

Project Facts:

Type/units:	Industrial Building	SCTM #:	0400-26500-0100-011000
Area:	0.8±	SEQRA:	Complete
Flow:	570 GPD	Groundwater Zone:	I
SCSD:	No. 3 – Southwest	Legislative District:	17th

GA:JD:cap
cc:
Dennis M Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
John Donovan, P.E., SCDPW
Janice McGovern, P.E., SCDPW
Chuck Jaquin, SCDPW
Robert A Braun, Esq., SCDOL
Debra Kolyer, CE Office
Nick Paglia, Assistant Executive Analyst
Elizabeth Duffy, SCDPW
CE Reso Review
Craig A Platt, Secretary, SCSA

Intro. Res. No. 1998-13 Laid on the Table 11/19/13
Requested by the Commissioner of Public Works
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. - 2013, APPROVING THE VECTOR CONTROL PLAN OF THE DEPARTMENT OF PUBLIC WORKS DIVISION OF VECTOR CONTROL PURSUANT TO SECTION C8-4(B)(2) OF THE SUFFOLK COUNTY CHARTER

1)WHEREAS, the Department of Public Works, Division of Vector Control is responsible for the suppression of mosquitoes, ticks and other arthropods which are vectors of human disease and require public action for control; and

2)WHEREAS, Section C8-4(B)(2) of the Suffolk County Charter requires the annual filing of a Vector Control Plan with the Legislature outlining the work to be done, methods to be employed and general description of lands to be entered to carry out these responsibilities; and

3)WHEREAS, the Vector Control 2014 Annual Plan of Work was filed with the Clerk of the Legislature; and

4)**WHEREAS**, at its meeting on October 16, 2013, the Suffolk County Council on Environmental Quality recommended a determination that the Vector Control 2014 Annual Plan of Work will be carried out in conformance with the conditions and thresholds established for such actions as set forth in the Suffolk County Vector Control & Wetlands Management Long Term Plan Final Generic Environmental Impact Statement (FGEIS) and associated Finding Statement, as approved by Suffolk County in Resolution No. 285-2007, and that, therefore, no further compliance is required pursuant to Title 6 New York Code of Rules and Regulations (NYCRR) Section 617.10(d)(1) and the State Environmental Quality Review Act, N.Y. Envtl. Conserv. Law Art. 8 (SEQRA); and

5)WHEREAS, this Legislature, being the SEQRA lead agency, has independently considered the FGEIS, Findings Statement, Environmental Assessment Form (EAF) and relevant testimony and materials concerning the same; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that, as demonstrated in the Environmental Assessment Form and relevant documents and testimony, the Vector Control 2014 Annual Plan of Work will be carried out in conformance with the conditions and thresholds established for such actions in the Suffolk County Vector Control & Wetlands Management Long Term Plan Final Generic Environmental Impact Statement (FGEIS) and associated Finding Statement as approved by Suffolk County in Resolution No. 285-2007; and, be it further

2nd RESOLVED, and determined that, pursuant to Title 6 New York Code of Rules and Regulations Section 617.10(d)(1), implementation of this action requires no further SEQRA compliance; and, be it further

3rd RESOLVED, that in accordance with Section 279-5(c)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate notices or determinations in accordance with this resolution; and be it further

4th RESOLVED, that the Vector Control 2014 Annual Plan of Work is hereby approved in its entirety.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1998

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2013, APPROVING THE VECTOR CONTROL PLAN OF THE DEPARTMENT OF PUBLIC WORKS DIVISION OF VECTOR CONTROL PURSUANT TO SECTION C8-4(B)(2) OF THE SUFFOLK COUNTY CHARTER

3. Purpose of Proposed Legislation

Approval of the Vector Control 2014 Annual Plan of Work is required under the County Charter to continue the Vector Control Plan.

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

FUNDING IS INCLUDED IN THE OPERATING BUDGET.

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 Approval.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		November 8, 2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1998

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1998

DPW – Vector Control Annual Plan of Work 2014 Memorandum of Support

Title of Bill: Approving the Vector Control Plan of the Department of Public Works Division of Vector Control Pursuant to Section C8-4(B)(2) of the Suffolk County Charter

Purpose of the Bill: Section C8-4(B)(2) of the Suffolk County Charter requires the annual filing of a Vector Control Plan with the Legislature outlining the work to be done, methods to be employed and general description of lands to be entered to carry out these responsibilities

Summary of specific provisions: Department of Public Works, Division of Vector Control is responsible for the suppression of mosquitoes, ticks and other arthropods which are vectors of human disease and require public action for control. The County Charter requires that the Division's Annual Plan of Work be approved by the Legislature in order for the Division to carry out its duties.

Justification: Vector Control performs an essential public service by controlling vectors that transmit diseases and impact the well-being and quality of life of County residents and visitors. This bill provides the necessary legal groundwork to allow the Division to operate.

Fiscal Implications: None

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF VECTOR CONTROL

2014 ANNUAL PLAN OF WORK

The Suffolk County Department of Public Works, Division of Vector Control, is responsible under the County Charter for controlling mosquito infestations that are of public health importance. The Division's responsibility is to control mosquito infestations that significantly threaten public health, or create social or economic problems for the communities in which they occur. The Division meets its responsibilities in consultation with the Suffolk County Department of Health Services (SCDHS) and the appropriate federal, state and local agencies. This Plan of Work has been prepared pursuant to and in compliance with the Vector Control and Wetlands Management Long Term Plan and Generic Environmental Impact Statement (the Long Term Plan). The Long Term Plan was approved by the County Legislature as Resolution 285-2007 on March 20, 2007 and signed by the County Executive on March 22, 2007. The 2014 Annual Plan of Work is therefore governed by State Environmental Quality Review Act (SEQRA) Regulation 617.10(d)(1) which provides the following: "When a final generic EIS has been filed under this part (1) no further SEQR compliance is required if a subsequent proposed action will be carried out in conformance with the conditions and thresholds established for such actions in the generic EIS or its findings statement." This issue is also discussed in the Findings, appended hereto, pages 7 and 58. This Annual Plan complies with the reporting requirements in Executive Order 15-2007 (Suffolk County Vector Control Pesticide Management Committee) and Resolution 285-2007 (which adopts the Findings Statement for the Long-Term Plan). The reporting requirements of Resolution 285-2007 are satisfied within this Annual Plan, and the Pesticide Management Committee will submit a report to CEQ independently to satisfy Executive Order 15-2007.

2014 SUMMARY

1. Water Management: Water Management activities will conform to the guidelines outlined in the Long Term Plan and Finding statement's Wetlands Best Management Practices (BMP's). Because the Wetlands Stewardship Program has not yet finalized the Wetlands Stewardship Plan, 2014 water management will be consist primarily of maintenance of existing structures as described in BMP's 2, 3 and 4 in the Findings Statement and Long Term Plan. Other water management activity will depend on the guidance of the Wetlands Stewardship Program as it develops definitions of wetlands health and guidance for additional BMP's. Any water management work, other than measures specified in BMP's 2, 3, and 4, would have to undergo review under SEQRA, and would be subject to Suffolk County's Council of Environmental Quality (CEQ) review, as well. As per the attached Findings, machine ditch maintenance will be minimal (a maximum of 50,000 linear feet, and probably significantly less). Notice of all machine maintenance work will be provided to CEQ, prior to commencing the work.

1998

2. Larval Control: Perform approximately 15,000 inspections of larval sites. Treat approximately 30,000 acres with Bacillus thuringiensis israelensis (Bti), Bacillus sphaericus or methoprene.

3. Adult Control: Conduct adult control when infestations are severe and widespread and/or necessary to respond to the presence of pathogens.

4. Research and Surveillance: Collect and process 10,000-12,000 larval and adult mosquito samples, depending on mosquito populations and viral activity. Collect and process approximately 50,000 mosquitoes for arbovirus surveillance. Evaluate the effectiveness of treatments. Perform special studies of problem areas, such as identifying the sources of unusual infestations or finding larval habitats of problem species.

Technical and Institutional Framework for Vector Control

To achieve this goal, the Division employs an integrated control program. Control measures are employed in a hierarchical manner that emphasizes prevention, and are guided by a surveillance program to ensure that control measures are only directed to address a clear need. Control proceeds from the more permanent, generally more "environmentally friendly" measures such as water management and biological control through the highly specific larvicides, and uses chemical controls such as adulticides only after other measures prove to be either insufficient or not feasible. This integrated approach is recognized as the most effective and environmentally sound manner in which to conduct a mosquito control program.

Because mosquitoes are of public health importance, the Division works closely with SCDHS. SCDHS operates the Arthropod-Borne Disease Laboratory (ABDL), with operational support provided by the Division. The ABDL concentrates its efforts on surveillance for mosquito-borne pathogens, primarily the arboviruses West Nile Virus (WNV) and Eastern Equine Encephalitis (EEE). The Division conducts laboratory work that concentrates on estimating populations of mosquito adults and larvae. The Division also conducts laboratory work related to special projects designed to improve the control program and to evaluate the impacts of wetlands management. The results of this surveillance are used to guide and evaluate the Division's control work. During times of a public health threat, the Division comes under the operational control of SCDHS. SCDHS is also responsible for other activities related to mosquitoes and the public health, such as medical surveillance, sanitation, environmental monitoring, community outreach and public education.

The New York State Department of Health (DOH) provides important support to the program by analyzing mosquito samples for pathogens, providing technical advice and determining when a public health threat exists. DOH also provides significant assistance with public education, as well as financial aid for vector surveillance and control. Because mosquito control involves work in environmentally sensitive areas and the use of pesticides, environmental compliance and protection are important components of the program. The Division is heavily regulated and subject to inspection under a series of New York State Department of Environmental Conservation (DEC) permits, as well as regulations pertaining to the use of pesticides and licensing of applicators. Close contact is maintained with DEC, United States Fish and Wildlife

Services (USFWS) and other agencies throughout the year to ensure that all work is conducted to a high environmental standard.

2014 PROGRAM COMPONENTS

WATER MANAGEMENT: Field personnel conduct this component from January 1 to April 30, and October 1 to December 31 (approximate dates). Water management is a functional way to reduce the need for pesticide applications. The Division expects to conduct water management in each of the County's ten towns. The work will be performed on a priority, as needed basis. Highest priority is assigned to larval habitats where infestations have the greatest potential for negative impact. In particular, areas that showed unexpectedly high infestations in 2013 will have high priority over the coming winter. Water management activities will be carried out in such a manner so that the primary goal of the work will be to protect the health of the marsh.

The purpose of water management is to minimize mosquito production through maintaining existing systems of ditches, culverts and other structures that drain off surface water and/or allow access to potential larval habitats by predatory fish. In some cases, the current ditch system has become an important component of the wetland as it exists today, and maintenance of the system is necessary to maintain tidal flow, fish habitat, or existing vegetative patterns. Much of this is maintenance work that may not require a permit, but is nonetheless conducted after consultation with the New York State Department of Environmental Conservation (DEC) to ensure consistency with conservation of the wetland. Sometimes, work to restore a system, even within its original configuration, requires a permit. In such cases, work is performed under permit and in cooperation with the DEC. Now that the Long Term Plan has been approved, all water management activities will be conducted with appropriate notification to and oversight by the Wetlands Stewardship Committee and Council for Environmental Quality (CEQ), as outlined in the Findings Statement of the Suffolk County Legislature that was adopted by Suffolk County Resolution 285-2007. Because the Wetlands Stewardship Committee has not yet completed its work in establishing standards for BMP's, water management in 2014 will probably be limited to maintenance activities described in the Wetlands Best Management Practices (BMP's). Existing pipes and culverts may be replaced in place and in kind (BMP 2). There will be cleaning of a maximum of 200,000 linear feet of upland and freshwater wetland ditches with hand labor to maintain the flow of water in mosquito habitats (BMP 3). Machine maintenance of ditches in tidal wetlands will be limited to the minimum needed to maintain those ditches or other structures that provide tidal flow or otherwise serve a critical ecological or public health need, and will total no more than 50,000 linear feet (BMP 4). If the Wetlands Stewardship approves the use of additional BMP's they will be used, subject to appropriate approval process that they will define.

CONTROL OF MOSQUITO LARVAE: All field personnel conduct larval control during the active mosquito season. Most crews conduct ground larviciding, while a heavy equipment crew assists in helicopter larvicide applications. This component is conducted during the active mosquito season of May 1 to September 30 (approximate dates). Larval control is most often employed when water management has not been able to completely prevent mosquito production. It also is used when water management has not been conducted or is not appropriate. Larval control is the Division's second most important control method. Ground crews visit

known larval habitats, check for the presence of larvae, obtain larval specimens for identification in the laboratory and apply larvicide if necessary. Field crews also eliminate larval habitats by unclogging pipes, removing containers or otherwise eliminating standing water. While the acreage of these sites is small, their proximity to residential areas makes them important. Ground crews also respond to complaints from the public. Over 90% of the larvicide used by the Division is applied in the major salt marshes and other wetlands, by helicopter. These marshes are surveyed at least weekly, or after flood tides. If larvae are discovered, a contract helicopter applies larvicide. For salt marshes and similar habitats, either liquid Bti (Bacillus thuringiensis israelensis) or liquid Altosid (methoprene) is applied, based on larval stage, temperature, and weather conditions. Larval control is used only if inspection of a site reveals or has the potential for significant larval production.

The larval control products to be used in 2014 and the conditions under which they are used are described as follows:

Altosid Liquid Larvicide concentrate (methoprene, EPA 2724-446) – Aerial application to tidal and freshwater marshes.

Altosid Liquid Larvicide (methoprene, EPA 2724-392) – Ground application to tidal and freshwater marshes, as well as other temporarily flooded areas.

Altosid Pellets (methoprene, EPA 2724-448) – Ground application to intermittently or permanently flooded areas such as freshwater swamps, catch basins, drainage areas and recharge basins, provided that they are not fish habitats.

Altosid XR-G (methoprene, EPA 2724-451) – Ground or aerial application to tidal wetlands; ground application to intermittently flooded freshwater areas; aerial application in freshwater areas in response to Eastern Equine Encephalitis (EEE) or West Nile Virus (WNV) with case-by-case approval by DEC.

Altosid XR Briquets (methoprene, EPA 2724-421) – Catch basins and other drainage or artificial structures that are not fish habitats. XR briquets will be used in May and June, with follow up treatments using Vectolex or Altosid pellets as necessary.

Aquabac 200G (Bti, EPA 62637) – Ground application to intermittently flooded freshwater and tidal areas.

Sphaeratax SPH (50G) (B. sphaericus, EPA 84268-2) - Aerial or ground application to freshwater and tidal areas that hold water for more than 7 days, such as ditches, impounded marshes, swamps, ponds; catch basins in July and August.

Valent BioSciences Vectobac 12 AS (Bti, EPA 73049-38) – Aerial application to tidal and freshwater marshes; ground application to intermittently flooded areas such as tidal and freshwater marshes.

Summit B.t.i. Briquets (Bti, EPA 6218-47) – Catch basins, ground depressions, artificial sites.

Fourstar Briquets 90 (Bti plus B. sphaericus, EPA 83362-3) – Catch basins, ground depressions, artificial sites.

The equipment to be used for larval control includes various trucks for crew transportation, samplers such as dippers and mosquito traps, truck-mounted hydraulic sprayers, backpack sprayers and granular blowers, plus specially-equipped helicopters for larvicide applications on areas too large or inaccessible for ground treatment. All pesticide applications will use DEC-

registered materials and be conducted under appropriate DEC permits and in accordance with label directions and other relevant State and Federal law.

The Division has developed technical guidelines for larval surveillance and control that determine where and when larvicides are used and what materials are chosen for a particular situation. These guidelines emphasize the use of bacterial products when possible and reserve methoprene for those situations where bacterial products are unlikely to be effective. As per the Findings for the Long Term Plan and Executive order 15-2007, the Pesticide Management Committee has reported on the results of its review of literature on methoprene and potential impacts, as well as on research sponsored by the County. The Committee found no significant new concerns regarding the use of methoprene. The County is committed to implementing a Pesticide Reduction Action Plan, that will seek to further accelerate pesticide reduction. As part of this Pesticide Reduction Action Plan, the County will continue to work with technical experts to further refine protocols related to larval monitoring and larvicide usage, consistent with the Long-Term Plan and GEIS. The County is not aware of any new data, studies or reports which contravene research, reports and Findings of the Long Term Plan with respect to larval treatment guidelines or thresholds. Therefore, those Findings are still valid, and control this Annual Plan.

In accordance with the Division's priorities and goals, approximately 1,500 of the 2,077 major larval habitats known to the Division will be surveyed and controlled if necessary throughout the active season. These known habitats consist primarily of freshwater wetlands and salt marshes, as well as roadside ditches, recharge areas and other non-wetland sites. The remaining major larval habitats and the 100,000+ artificial larval sites will be controlled on a complaint basis, as resources permit. Maps showing major larval habitats requiring control are on file at the Division's office in Yaphank.

CONTROL OF ADULT MOSQUITOES: This control method is conducted from approximately June 1 through September 15. It is done on an overtime basis; because the need for it is so highly variable it is not efficient to dedicate staff full time to it. This is a tertiary form of control, and the smallest component of the program. It is carried out only when adult infestations constitute an immediate threat of mosquito-borne disease (as determined by SCDHS) or there is a severe and widespread infestation of vector species, as determined by surveys and/or public complaints, in consultation with SCDHS. When virus has not been detected in a community, adulticiding is conducted when the Division can identify an area where there is 1) evidence of mosquitoes biting residents (such as complaints to the Division or requests by public officials); 2) the Division can confirm the existence of a problem by trap counts, landing rates or other staff observations; 3) control is technically and environmentally feasible and 4) the problem is unlikely to resolve itself (through dispersal or weather changes) or may spread without intervention. While the need for adult control can be reduced by the other program components, it is not possible to control all larval sites in Suffolk County for several reasons. Higher than normal rainfall can increase the need for adult control and some sites cannot be expeditiously treated due to independent permitting requirements, as is the case for larval habitats in the Wilderness portions of Fire Island. In addition, new or unexpected larval habitats always seem to occur, despite the best efforts of the program. It is not appropriate to treat for adult mosquitoes in every area where residents express a concern. Adult control is conducted only when it is clear, based on complaints, Division surveillance and SCDHS consultation that a substantial

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portion of a community is infested with vector species or there is a threat of mosquito-borne disease. Then, the entire affected area is treated. This strategy treats relatively few areas, but those that are treated receive sufficient control to reduce the problem. The guidelines for adult control will be those described in the GEIS Findings Statement.

Adult control can be deemed to be necessary under two separate operational scenarios. One is defined as a "Vector Control" (public health nuisance) application; the other is defined a "Health Emergency" application. In either case, pesticide use decisions are only made on the basis of scientifically-determined surveillance data.

Vector Control adulticide applications are made to reduce large numbers of human biting mosquitoes. Criteria for conducting a Vector Control treatment include:

1. Evidence of mosquitoes biting residents (there is no problem unless people are affected):
   - Service requests from public - mapped to determine extent of problem.
   - Requests from community leaders, elected officials.
2. Verification of problem by SCVC (service requests must be confirmed by objective evidence):
   - New Jersey trap counts higher than generally found for area in question (at least 25 females of human-biting species per night).
   - Centers for Disease Control (CDC) portable light trap counts of 100 or more.
   - Landing rates of one per minute over a five minute period.
   - Confirmatory crew reports from problem area or adjacent larval habitats.
3. Control is technically and environmentally feasible (pesticides should only be used if there will be a benefit):
   - Weather conditions predicted to be suitable (no rain, winds to be less than 10 mph, temperature to be 65°F or above).
   - Road network adequate and appropriate for truck applications.
   - Legal restrictions on the treatment of wetlands, open water buffers, and no-spray list members in the treatment zone will not create untreated areas that would prevent adequate coverage to ensure treatment efficacy.
   - There are no issues regarding listed or special concern species in the treatment area.
   - Meeting label restrictions for selected compounds will not compromise expected treatment efficacy.
4. Likely persistence or worsening of problem without intervention (pesticides should not be used if the problem will resolve itself):
   - Considerations regarding the history of the area, such as the identification of a chronic problem area.
   - Determination if the problem will spread beyond the currently affected area absent intervention, based on the life history and habits of the species involved.
   - Absent immediate intervention, no relief from the problem can be expected.
   - Crew reports from adjacent larval habitats suggest adults will soon move into populated areas.
   - Life history factors of mosquitoes present – i.e., if a brooded species is involved, determining if the brood is young or is naturally declining.
   - Seasonal and weather factors, in that cool weather generally alleviates immediate problems, but warm weather and/or the onset of peak viral seasons exacerbate concerns.

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- Determining, if the decision is delayed, if later conditions will prevent treatment at that time or not. Conversely, adverse weather conditions might remove most people from harm's way.

In essence, criteria 1 and 2 are necessary thresholds which must be met, prior to a treatment being considered, while criteria 3 and 4 are countervailing factors that would indicate treatment is not required despite the presence of an infestation. With enhanced surveillance, there will be rigorous, numeric validation of mosquito control infestation near a potentially affected population in all cases. Treatment will not occur unless criteria 1 and 2 are satisfied through a combination of surveillance indicators, although not all surveillance techniques may be feasible in every setting and situation. The County is not aware of any new data, studies or reports which contravene research, reports and Findings of the Long Term Plan with respect to adulticide treatment guidelines or thresholds. Therefore, those Findings are still valid, and control this Annual Plan.

Vector Control applications will normally be made by truck. Necessary public notices will be issued in a timely manner (normally, at least 24 hours pre-application), and appropriate precautions will be made to meet DEC restrictions on applications, and to avoid "No Spray" properties. If necessary to protect sensitive resources, buffer areas will be provided between the sensitive area and the application equipment. A 150-foot buffer from freshwater wetlands will be provided to avoid the need for DEC Article 24 (Freshwater Wetlands) permits unless a permit or other authorization from DEC has been received.

The need for Health Emergency treatments is determined by the New York State Department of Health West Nile Virus Response Plan for mosquito-borne disease. Because of the persistent presence of WNV in the County, the County perpetually begins each year in Risk Category 2. The New York State Department of Health has determined that there is an ongoing threat to the public health from West Nile Virus, and no longer declares health threats on a year-by-year basis for WNV. As indicators of pathogen presence accumulate (positive dead birds, positive pools of mosquitoes), the Commissioner of the SCDHS determines the need for control measures. If the risk assessments made by SCDHS indicate that risks to the residents of an area of the County are no longer tolerable, the Commissioner will, in conjunction with DEC and SCVC, determine the optimal treatment area to reduce risks of disease transmission to people. In 2009 and previous years, an Emergency Authorization were requested from DEC if freshwater wetlands were involved to eliminate the need for an Article 24 (Freshwater Wetlands) permit. In 2011, NYSDEC issued an Article 24 permit to allow adulticide applications in freshwater wetlands or adjacent areas if necessary to protect the public health and replace the use of Emergency Authorizations. This permit controls the use of adulticides in and adjacent to freshwater wetlands during the term of that permit, 2011-2020. The permit covers Health Emergency applications throughout the County and will also allow Vector Control applications in and adjacent to some freshwater wetlands in heavily developed areas of southern Brookhaven. Appropriate required public notices will be issued. Pre-application mosquito sampling will be conducted (for efficacy determinations). If, as is often the case for Health Emergency applications, an aerial application is proposed, a helicopter using the Adapco Wingman guidance system or equivalent GPS-based technology will be used to optimize the delivery of the pesticide.

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Efficacy measurements will be made following as many adulticide applications as weather conditions and resources allow. The Long-Term Plan also calls for the establishment of resistance testing for the more commonly used compounds.

The Long-Term Plan proposed a general reliance on resmethrin, a synthetic pyrethroid, as the adulticide pesticide. Resmethrin has been found to be an effective pesticide for mosquito control, can be used for ultra-low volume applications for truck and aerial delivery, undergoes rapid decay in the environment, and, as discussed below, has few identified non-target effects when applied as proposed under the Long-Term Plan. Sumithrin, a similar pyrethroid, is proposed to be the primary back-up to resmethrin, and the primary pesticide for any hand-held applications. The Long-Term Plan also identifies two other pyrethroids, permethrin and natural pyrethrins, as potential adulticide compounds. Neither is preferred; however, permethrin is a more widely available product that is manufactured by more than one company, and so may continue to be available under conditions when the patented, less-widely used pyrethroids may not be. Natural pyrethrins are identified as a potentially useful compound because its label allows for use over agricultural areas. In addition to the pyrethroids, malathion, an organophosphate pesticide, was identified as a potential adulticide. Malathion would be used under very specialized conditions, that are unlikely to happen, such if thermal fogging were needed, daylight applications were called for, or if resistance testing indicated pyrethroid applications would be ineffective in meeting the goals of the application. All of these pesticides would be applied at the maximum label rate, as that is the best way of achieving effective mosquito control and is helpful in avoiding the development of pesticide resistance. The adulticides included in this Annual Plan have been fully evaluated in the GEIS for the Long-Term Plan, and this Annnual Plan is fully consistent with the attached Findings. The County will continue to review available pesticides and alternatives.

PUBLIC EDUCATION: Mosquito problems resulting from larval habitats around homes and yards, containers, drains and the like, is generally brought to the Division's attention through residents' requests for service. Control of these "domestic" mosquitoes is promoted through education and appeal to individual property owners. Given the WNV threat posed by these mosquitoes, especially *Culex pipiens*, SCDHS has taken on a leading role in public education. Sanitarians are utilized to require property owners to clean up potential mosquito larval sites. Public education includes the distribution of pamphlets, telephone contact, site visits, media exposure and presentations to various citizens' groups and associations. In addition, the Division offers assistance to residents in eliminating sources of mosquitoes on their property, and leaves "door hangers" with educational information at properties they visit. Educational materials are also available on the County Web site. The appearance of the exotic, container-breeding species *Aedes japonicus* and *Aedes albopictus* means this component will take on increasing importance, since the public's cooperation will be needed to control these larval habitats.

Public Notification AND THE "NO-SPRAY" REGISTRY: In 2000, the County passed new laws to improve required public notification for adult mosquito control. As a result, there is now an increased use of the media and extensive outreach to local officials. The Health Services Web

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site is used to post spray maps. For each adulticide application, over 150 faxes are sent to various officials and other interested parties. Newsday and News12 post spray schedules and maps. It is important to recognize that adulticide applications are very sensitive to the weather, especially aerial pyrethroid applications. The need to inform the public will need to be balanced with the need to conduct operations promptly, within weather windows and before the problem spreads and more acreage needs treatment. It is usually not appropriate to provide more than 24 hours' notice in most cases, because beyond that time, weather forecasts are not very reliable. Attempts to provide more than 24-hour notice often result in many spray operations being announced and then cancelled. These cancellations are very confusing to the public. Despite these difficulties, the County provides 48-hour notice for aerial adulticide applications whenever possible.

In addition to the previous public notification procedures, the County has implemented the new County law, passed in 2010, requiring the use of its "Code Red" automated calling and messaging system to provide more thorough public notice for adulticiding. This system allows automated phone calls to be placed to all telephones in an area designated for treatment. These messages provide basic information about the operation, such as spray hours, and refer the recipient to additional sources of information. The system ensures that nearly everyone in the area knows about the operation. Use of the Code Red system has been very successful and provides a new level of public information for the program.

The Division maintains a "no-spray" registry of residences where adult mosquito control is not desired. During ground applications the application unit is shut off 150 feet prior to passing such a residence and not turned on until 150 feet after. For aerial control, a system has been devised for identifying and avoiding areas with a minimum radius of ¼ mile, more than 65% of the area is residential and where more than 35% of the residences are on the registry. This registry represents an effort to balance the desires of those residents who want control of adult mosquitoes with those who oppose the use of pesticides. At this writing, the "no-spray" registry lists several hundred properties, most of which are in areas where serious infestations are rare. When control is required to deal with a public health emergency, the Commissioner of SCDHS can override the list. Even then list members are telephoned prior to applications in their area through the Code Red system. In addition to this legally required registry, the Division maintains listings of beekeepers and organic farms. Beekeepers' properties are generally avoided or beekeepers are notified before treatments so that they can protect their hives.

Although not required to do so by law, the County also provides public notification for aerial larviciding. An e-mail notice of the marshes to be treated by helicopter is sent each week to Legislators, local governments and other interested parties. In addition, a list of marshes to be treated is posted each week on the County Web site.

SURVEILLANCE AND RESEARCH: All control operations are based on information obtained from surveillance and research. This a cooperative effort between Vector Control staff in the Department of Public Works and the Arthropod Borne Disease Laboratory in the Department of Health Services. Knowledge of mosquito populations, species composition and arbovirus activity is used to guide and evaluate control measures. Arbovirus surveillance allows the

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Division, in cooperation with the County and State Health Departments, to gauge the potential for disease transmission and take appropriate action.

A) Mosquito population surveillance: Approximately 12,000 larval and adult mosquito surveys are analyzed each year. These surveys are necessary for locating infestations, directing control efforts and evaluating the effectiveness of those efforts. The mosquito species that breed in various locations are determined from larval samples. Numbers of adult mosquitoes in residential areas are estimated from a network of approximately 29 New Jersey light traps in fixed locations throughout the County. New Jersey traps provide a dead sample three to five times per week. Some 50,000 mosquitoes per year from these traps are identified and counted. This work is conducted by DPW staff. In addition, Vector DPW assists the virus surveillance program based on live mosquitoes captured in portable CDC traps (see below).

B) Arbovirus surveillance in mosquitoes: Viral surveillance is conducted primarily by the ABDL with Vector assistance, and will be directed primarily at two pathogens, EEE and WNV. Surveillance will be conducted according to the latest CDC and State DOH guidelines, modified for Suffolk County's unique environment. To monitor virus activity, CDC light traps and gravid traps are placed on a weekly or rotating basis at various locations throughout the County. These sites are chosen based on their history of viral activity or the presence of viral indicators such as the finding of birds with WNV in the area. The ABDL and the Division collect and process approximately 50,000 live, adult mosquitoes annually for viral analysis. In 2014, the samples will be sorted by species, frozen, and sent to Albany for arbovirus analysis in the State DOH laboratory.

C) Bird and other surveillance: SCDHS, State DOH, DEC and CDC monitor other WNV indicators such as unusual bird deaths or the number of dead birds sighted in an area. The presence of WNV-positive birds is an indicator of virus activity in an area, although the usefulness of dead birds as an indicator has declined in recent years as birds adapt to the virus. The County picks up selected dead birds for WNV testing. The County conducts a rapid, field test (the RAMP test). There are also indications that the number of dead bird sightings in an area is a surrogate indicator of risk. There will also be SCDHS monitoring of hospitals and outreach to physicians to quickly detect any human cases.

D) Efficacy monitoring: While the Division has always monitored the effectiveness of the control program in a variety of ways, there will be an increased effort in this area, based on trial work to develop methods conducted in 2007. In particular, trapping of adult mosquitoes before and after adulticide events will be conducted using carbon dioxide baited CDC light traps. In addition, indicators of virus activity before and after treatment are followed to be sure the desired effect is achieved. While the number of adult mosquitoes in New Jersey traps and other traps is a key indicator of the overall success of the larval control program, additional effort will be directed toward before and after sampling of treated areas to confirm the efficacy of the treatment methods used. For methoprene applications, this requires bringing pupae from the treated areas back to the laboratory to determine if they emerge, something that is very labor intensive.

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E) Special surveys and field investigations: Vector's Laboratory Director and other staff also conduct special surveys to determine the source of mosquito problems when these turn up in places where they are not expected. Special surveys of problems that appear early in a season can allow larval crews to prevent further trouble through the summer. Ongoing studies on mosquito production in catch basins are helping to define appropriate control measures for this important habitat for *Culex* mosquitoes that transmit WNV., In addition, we are developing improved techniques to improve surveillance for the Asian tiger mosquito, *Ae. albopictus* a species which has become a major biting pest in large portions of the County the last three years. Given the somewhat unpredictable ways mosquitoes seem to find to cause problems for residents of and visitors to the County, it is important that the Division retain a flexible ability to investigate issues as they come up.

F) Support for Wetlands Stewardship activities: Vector Control continues to provide support for monitoring and other investigations related to Wetlands Stewardship activities. In particular, Division staff assists in the monitoring of the Integrated Marsh Management (IMM) project at Wertheim National Wildlife Refuge. In addition, the Division will assist the Wetlands Stewardship Program in identifying and evaluating prospective sites for future IMM projects, particularly those that will help meet Long Term Plan goals for pesticide use reduction.

Other provisions of the Work Plan notwithstanding, Vector Control may participate in limited research, monitoring, and demonstration projects in cooperation with other levels of government such as the State, Towns or federal agencies such as the US Fish and Wildlife Service or Army Corps of Engineers. These activities, which are not part of this Plan, will be subject to separate permitting and SEQRA compliance, and would be subject to CEQ and Wetlands Stewardship Committee review as well.

Pesticide Use in 2013

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The Findings Statement for the Long Term Plan requires Vector Control to provide an annual report of pesticide use to the Legislature. The table below summarizes the use of pesticides by the Division in 2013. The acres treated are compiled by multiplying the total used by the standard dose. In a Duplex treatment, the acres treated with two products simultaneously are only counted once.

Product	Active ingredient	Amount used	Units	Air/Ground Application	2013 Acreage
Larvicides					
Altosid Liquid Larvicide (5%)	Methoprene	5	gal	Ground	160
Altosid Liquid Larvicide concentrate (20%)	Methoprene	35	gal	Aerial	
Altosid pellets	Methoprene	220	lbs	Ground	44
Altosid XR-G	Methoprene	400	lbs	Ground	80
Valent BioSciences Vectobac 12 AS	Bti	769.5	gal	Aerial	
Summit Bti briquets	Bti	500	ea	Ground	1
Fourstar 90 briquets	Bti/ *B. sphaericus*	4800	ea	Ground	11
Valent BioSciences Vectobac CG	Bti	0	lbs	Ground	0
Aquabac 200G	Bti	1960	lbs	Ground	196
Valent BioSciences Vectolex CG	*B. sphaericus*	0	lbs	Ground	0
Altosid XR briquets	Methoprene	16940	ea	Ground	39
Spheratax 50G	*B. sphaericus*	7840	lbs	Ground	523
Ground Larvicide Total					1139
Aerial Larvicide:					
Vectobac 12AS applied alone	Bti	555.625	gal	Aerial	4125
Altosid 20% applied alone	Methoprene	31.406	gal		4120
Duplex Vect 12AS + Altosid 20%	methoprene+Bti tank mix	9.082 ALL + 218 12AS	gal	Aerial	1550
Total larvicide					10934
Adulticides					
Scourge 18+54	resmethrin	30	gal	Ground	6400
Anvil 10+10 ULV	sumithrin	15	gal	Ground	3200
Adulticide acreage					9600

COUNTY OF SUFFOLK

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STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Vincent Falkowski
Chief Deputy Commissioner

DATE: October 25, 2013

RE: **Resolution to Adopt the Vector Control Annual Plan of Work – Year 2014**

By memorandum dated September 26, 2013 our Year 2014 Vector Control Annual Plan of Work was filed with the Clerk of the Suffolk County Legislature pursuant to Article VIII, Section C8-4,B (2) of the Suffolk County Administrative Code and distributed to the members of the Suffolk County Legislature for appropriate review.

I have attached a draft resolution and hereby request that you initiate the process to have a resolution introduced to the Legislature to adopt the 2014 Work Plan. The Council on Environmental Quality (CEQ) met on October 16, 2013 and approved a resolution determining that the proposed 2012 Vector Control Plan of Work will be carried out in conformance with the conditions and thresholds established for such actions as set forth in the Suffolk County Vector Control & Wetlands Management Long Term Plan Final Generic Environmental Impact Statement (FGEIS) and associated Finding Statement as approved by Suffolk County in 2007. Therefore, no further SEQR compliance is required pursuant to 6 NYCRR, Part 617.10(d)(1).

If you have any questions, please do not hesitate to contact me.

Enclosures
cc: Dennis M. Cohen Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Thomas Vaughn, Director of Intergovernmental Relations (2 hard copies)
Gilbert Anderson, P.E., Commissioner
Dominick Ninivaggi, Vector Control Superintendent
CE Reso Review (e-mail)

Intro. Res. No. 1999 - 2013 Laid on the Table 11/19/13
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. 2013, AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH BEACH EROSION AND COASTLINE PROTECTION (CP 5380)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Beach Erosion and Coastline Protection; and

WHEREAS, sufficient funds are not included in the 2013 Capital Budget and Program to cover the cost of said request for construction and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $100,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (18), (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action, since this law is a Type II action, the Legislature has no further responsibilities under SEQRA for the planning phase of this project; and be it further

2nd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Beach Erosion and Coastline Protection, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

3rd **RESOLVED**, that the 2013 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5557
Project Title: Intersection Improvements on CR 94, Nugent Drive

	Total Est'd Cost	Current 2013 Capital Budget & Program	Revised 2013 Capital Budget & Program
1. Planning	$600,000	$400,000B	$300,000B
TOTAL	$600,000	$400,000	$300,000

Project No.: 5380
Project Title: Beach Erosion and Coastline Protection

	Total Est'd Cost	Current 2013 Capital Budget & Program	Revised 2013 Capital Budget & Program
1. Planning	$554,755	$0B	$100,000B
TOTAL	$554,755	$0	$100,000

and be it further

4th **RESOLVED**, that the proceeds of $100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5380.112 (Fund 001 Debt Service)	50	Beach Erosion & Coastline Protection	$100,000

Date:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

1999

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. 2013, AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH BEACH EROSION AND COASTLINE PROTECTION (CP 5380)

3. Purpose of Proposed Legislation

See above.

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2013 or 2014.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		November 4th 2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT 1999
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County 999
General Obligation Serial Bonds
Level Debt

Term of Bonds	5
Amount to Bond:	$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2014					
11/1/2015	2.000%	$18,910.92	$2,800.00	$21,710.92	$21,710.92
			$1,135.25	$1,135.25	
11/1/2016	3.000%	$19,440.42	$1,135.25	$20,575.67	$21,710.92
			$863.08	$863.08	
11/1/2017	3.000%	$19,984.76	$863.08	$20,847.84	$21,710.92
			$583.29	$583.29	
11/1/2018	3.000%	$20,544.33	$583.29	$21,127.62	$21,710.92
			$295.67	$295.67	
11/1/2019	3.000%	$21,119.57	$295.67	$21,415.24	$21,710.92
11/1/2020		$100,000.00	$8,554.59	$108,554.59	$108,554.59
11/1/2021					
11/1/2022					
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					

1991

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2013 Capital Budget and Program and Appropriating funds in connection with Beach Erosion and Coastline Protection (CP 5380)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for engineering required to complete services in connection with engineering, assessment and oversight for beach erosion and coastline protection (Smith Point Beach) that will allow for the County to pass the construction portion on to the Army Corps. of Engineers.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project for engineering where there is no funding available for engineering and an offset has been identified within CP 5557 (Intersection Improvements on CR 94, Nugent Drive), as revised estimates haven indicated a reduced cost to progress to final design.

JUSTIFICATION: These funds will enable Suffolk County Department of Public Works to continue engineering services in connection with Beach Erosion and Coastline Protection to a point where it can be handed to the ACOE to progress construction.

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

COUNTY OF SUFFOLK 1991

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: October 25, 2013

RE: Amending the 2013 Capital Budget and Program and Appropriating Funds in Connection with Beach Erosion and Coastline Protection (CP 5380)

Attached is a draft resolution and duplicate copy to appropriate the sum of $100,000 for planning. There are insufficient funds included in the 2013 Capital Budget and Program for planning and, as such, an offset must be provided.

It is our intent to utilize a portion of the planning funds from CP 5557 (Intersection Improvements on CR 94, Nugent Drive), as revised estimates indicate a reduced cost to progress to final design.

Planning funds are required to complete services in connection with engineering, assessment and oversight for beach erosion and coastline protection along Smith Point Beach in order for the County to provide necessary information to the State and ACOE for them to progress with beach nourishment and other coastline protections at various locations where erosion has endangered the viability of the coastline, or where the build-up of a section of coastline is warranted.

The Suffolk County Council on Environmental Quality has reviewed these types of planning projects and has determined they constitute a Type II action, as SEQRA laws authorize information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5380(Beach Erosion).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

2000

Intro. Res. No. - 2013 Laid on the Table 11/19/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2013, APPROPRIATING FUNDS IN CONNECTION WITH INTERSECTION IMPROVEMENTS ON CR 94, NUGENT DRIVE, TOWNS OF RIVERHEAD AND SOUTHAMPTON (CP 5557)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Intersection Improvements on CR 94, Nugent Drive; and

WHEREAS, there are sufficient funds within the 2013 Capital Budget and Program to cover the cost of said request; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $100,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (18), (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action, since this law is a Type II action, the Legislature has no further responsibilities under SEQRA for the planning phase of this project; and be it further

2nd **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

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Intersection Improvements on CR 94, Nugent Drive, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5557.111 (Fund 001 Debt Service)	50	Intersection Improvements on CR 94, Nugent Drive	$100,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

2000

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2013, APPROPRIATING FUNDS IN CONNECTION WITH INTERSECTION IMPROVEMENTS ON CR 94, NUGENT DRIVE, TOWNS OF RIVERHEAD AND SOUTHAMPTON (CP 5557)

3. Purpose of Proposed Legislation

See above.

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

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2013 or 2014.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		November 4th 2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2000

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

Term of Bonds	5
Amount to Bond:	$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2014					
11/1/2015	2.000%	$18,910.92	$2,800.00	$21,710.92	$21,710.92
			$1,135.25	$1,135.25	
11/1/2016	3.000%	$19,440.42	$1,135.25	$20,575.67	$21,710.92
			$863.08	$863.08	
11/1/2017	3.000%	$19,984.76	$863.08	$20,847.84	$21,710.92
			$583.29	$583.29	
11/1/2018	3.000%	$20,544.33	$583.29	$21,127.62	$21,710.92
			$295.67	$295.67	
11/1/2019	3.000%	$21,119.57	$295.67	$21,415.24	$21,710.92
11/1/2020		$100,000.00	$8,554.59	$108,554.59	$108,554.59
11/1/2021					
11/1/2022					
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					

7000

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Intersection Improvements on CR 94, Nugent Drive (CP 5557)

PURPOSE OR GENERAL IDEA OF BILL: Design funding for intersection improvements on CR 94, Nugent Drive at CR 63, Old Moriches-Riverhead Road/CR 104, Quogue-Riverhead Road/SR 24, Flanders Road and CR 51, East Moriches-Riverhead Road. These design improvements are required due to congestion and safety/mobility problems attributed to insufficient capacity and poor roadway geometry.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project, there are no offsets needed.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to progress to final design for intersection improvements along CR 94, Nugent Drive.

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

COUNTY OF SUFFOLK

2000

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: October 22, 2013

RE: Appropriating Funds in Connection with Intersection Improvements on CR 94, Nugent Drive, Towns of Riverhead and Southampton (CP 5557)

Attached is a draft resolution and duplicate copy to appropriate the sum of $100,000 for planning in connection with the above referenced project. There are sufficient funds included in the 2013 Capital Budget and Program for this project.

Planning funds are required to progress this project to final design associated with intersection improvements on CR 94, Nugent Drive at CR 63, Old Moriches-Riverhead Road/CR 104, Quogue-Riverhead Road/SR 24, Flanders Road and CR 51, East Moriches-Riverhead Road. These design improvements are required due to congestion and safety/mobility problems attributed to insufficient capacity and poor roadway geometry.

The Suffolk County Council on Environmental Quality has reviewed these types of planning projects and has determined they constitute a Type II action, as SEQRA laws authorize information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5557(CR94).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

IR 2001-13 LOT 11/19/13

REFUNDING BOND RESOLUTION NO. ___ -2013

REFUNDING BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, ADOPTED DECEMBER 3, 2013, AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID COUNTY, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED $430,000,000 FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $430,000,000 REFUNDING BONDS TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS RELATIVE THERETO

Recitals

WHEREAS, on June 23, 2005 the County of Suffolk, New York (herein called the "County"), issued its $41,355,000 Refunding Serial Bonds-2005 (the "2005 Refunding Bonds"), currently outstanding in the principal amount of $20,335,956 (the "2005 Outstanding Refunding Bonds"); and

WHEREAS, the 2005 Refunding Bonds were originally issued to advance refund, pursuant to Section 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), all or a portion of the County's Public Improvement (Serial) Bonds, 1996 Series B, Public Improvement (Serial) Bonds, 1997 Series A, Public Improvement (Serial) Bonds, 1997 Series B, Public Improvement (Serial) Bonds, 1998 Series A, Public Improvement (Serial) Bonds, 1998 Series C, Public Improvement (Serial) Bonds, 1999 Series A, Public Improvement (Serial) Bonds, 1999 Series C, Public Improvement (Serial) Bonds, 2000 Series B, Public Improvement (Serial) Bonds, 2001 Series A, and Public Improvement (Serial) Bonds, 2001 Series B, which were originally issued pursuant to the bond resolutions referenced in the Bond Certificates (as hereinafter defined) for each such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2005 Outstanding Refunding Bonds mature on June 15 in the years and in the principal amounts and bear interest payable semiannually on June 15 and December 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2014	$3,508,974	5.00%
2015	3,371,982	5.00%
2016	3,130,000	5.00%
2017	2,990,000	5.00%
2018	2,885,000	5.00%
2019	4,450,000	5.00%

WHEREAS, the 2005 Outstanding Refunding Bonds maturing on or after June 15, 2016 are subject to redemption prior to maturity, at the option of the County, on June 15, 2015, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on May 23, 2006, the County issued its $65,955,000 Public Improvement Serial Bonds-2006 Series A (the "2006 Series A Bonds"), currently outstanding in the principal amount of $30,963,000 (the "2006 Series A Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2006 Series A Outstanding Bonds mature on May 1 in the years and in the principal amounts and bear interest payable semiannually on May 1 and November 1 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2014	$3,203,000	4.00%
2015	2,601,000	5.00%
2016	2,599,000	4.00%
2017	2,535,000	4.125%
2018	2,580,000	4.125%
2019	2,565,000	4.125%
2020	2,590,000	4.25%
2021	2,210,000	4.25%
2022	1,975,000	4.25%
2023	1,990,000	4.25%
2024	2,005,000	4.25%
2025	2,040,000	4.375%
2026	2,070,000	4.375%

WHEREAS, the 2006 Series A Bonds maturing on or after May 1, 2017 are subject to redemption prior to maturity, at the option of the County, on May 1, 2016, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on November 2, 2006, the County issued its $94,175,000 Public Improvement Serial Bonds-2006 Series B (the "2006 Series B Bonds"), currently outstanding in the principal amount of $68,664,564 (the "2006 Series B Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2006 Series B Outstanding Bonds mature on October 1 in the years and in the principal amounts and bear interest payable semiannually on April 1 and October 1 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2014	4,108,829	4.25%
2015	4,268,201	4.25%
2016	4,437,534	4.25%
2017	4,615,000	4.25%
2018	4,800,000	4.25%
2019	5,000,000	4.25%
2020	5,205,000	4.25%
2021	5,425,000	4.25%
2022	5,655,000	4.25%
2023	5,895,000	4.25%
2024	6,150,000	4.25%
2025	6,415,000	4.25%
2026	6,690,000	4.25%

WHEREAS, the 2006 Series B Bonds maturing on or after October 1, 2017 are subject to redemption prior to maturity, at the option of the County, on October 1, 2016, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on May 24, 2007, the County issued its $62,655,000 Public Improvement Serial Bonds-2007 Series A (the "2007 Series A Bonds"), currently outstanding in the principal amount of $49,930,000 (the "2007 Series A Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2007 Series A Outstanding Bonds mature on May 15 in the years and in the principal amounts and bear interest payable semiannually on May 15 and November 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2014	$2,675,000	4.125%
2015	2,785,000	4.125%
2016	2,900,000	4.125%
2017	3,025,000	4.125%
2018	3,150,000	4.125%
2019	3,290,000	4.125%
2020	3,430,000	4.125%
2021	3,580,000	4.125%
2022	3,740,000	4.125%
2023	3,905,000	4.125%
2024	4,080,000	4.125%
2025	4,260,000	4.125%
2026	4,455,000	4.25%
2027	4,655,000	4.25%

WHEREAS, the 2007 Series A Bonds maturing on or after May 15, 2018 are subject to redemption prior to maturity, at the option of the County, on May 15, 2017 and any date thereafter, as a whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on November 5, 2007, the County issued its $75,735,000 Public Improvement Serial Bonds-2007 Series B (the "2007 Series B Bonds"), currently outstanding in the principal amount of $52,499,964 (the "2007 Series B Outstanding Bonds"); and

WHEREAS, the 2007 Series B Outstanding Bonds mature on November 1 in the years and in the principal amounts and bear interest payable semiannually on May 1 and November 1 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2014	4,372,632	4.00%
2015	4,537,543	4.00%

2016	4,717,444	4.00%
2017	4,902,345	4.00%
2018	5,095,000	4.00%
2019	5,305,000	4.00%
2020	5,530,000	4.00%
2021	5,760,000	4.00%
2022	6,010,000	4.25%
2023	6,270,000	4.25%

WHEREAS, the 2007 Series B Bonds maturing on or after November 1, 2018 are subject to redemption prior to maturity, at the option of the County, on November 1, 2017, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on November 5, 2007, the County issued its $19,200,000 Public Improvement Serial Bonds-2007 Series C (the "2007 Series C Bonds"), currently outstanding in the principal amount of $14,910,000 (the "2007 Series C Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2007 Series C Outstanding Bonds mature on November 1 in the years and in the principal amounts and bear interest payable semiannually on May 1 and November 1 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2014	$810,000	4.125%
2015	840,000	4.125%
2016	875,000	4. 125%
2017	910,000	4. 125%
2018	945,000	4. 125%
2019	985,000	4. 125%
2020	1,025,000	4. 125%
2021	1,070,000	4. 125%
2022	1,115,000	4. 125%
2023	1,160,000	4. 125%
2024	1,210,000	4.125%

2025	1,265,000	4.125%
2026	1,320,000	4.20%
2027	1,380,000	4.25%

WHEREAS, the 2007 Series C Bonds maturing on or after November 1, 2018 are subject to redemption prior to maturity, at the option of the County, on November 1, 2017, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on May 29, 2008, the County issued its $69,425,000 Public Improvement Serial Bonds-2008 Series A (the "2008 Series A Bonds"), currently outstanding in the principal amount of $57,460,000 (the "2008 Series A Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2008 Series A Outstanding Bonds mature on May 15 in the years and in the principal amounts and bear interest payable semiannually on May 15 and November 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2014	$2,890,000	3.75%
2015	2,985,000	4.00%
2016	3,090,000	4.00%
2017	3,200,000	4.00%
2018	3,325,000	4.00%
2019	3,450,000	4.00%
2020	3,590,000	4.00%
2021	3,740,000	4.00%
2022	3,895,000	4.00%
2023	4,065,000	4.00%
2024	4,245,000	4.00%
2025	4,435,000	4.00%
2026	4,635,000	4.00%
2027	4,845,000	4.125%
2028	5,070,000	4.125%

WHEREAS, the 2008 Series A Bonds maturing on or after May 15, 2019 are subject to redemption prior to maturity, at the option of the County, on May 15, 2018, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on November 3, 2008, the County issued its $87,910,000 Public Improvement Serial Bonds-2008 Series B (the "2008 Series B Bonds"), currently outstanding in the principal amount of $72,351,296 (the "2008 Series B Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2008 Series B Outstanding Bonds mature on November 1 in the years and in the principal amounts and bear interest payable semiannually on May 1 and November 1 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2014	3,424,318	4.50%
2015	3,559,291	4.50%
2016	3,709,262	5.00%
2017	3,869,230	5.00%
2018	4,044,195	5.00%
2019	4,230,000	5.00%
2020	4,435,000	5.00%
2021	4,660,000	5.00%
2022	4,900,000	5.00%
2023	5,165,000	5.00%
2024	5,445,000	5.00%
2025	5,740,000	5.00%
2026	6,050,000	5.00%
2027	6,385,000	5.00%
2028	6,735,000	5.00%

WHEREAS, the 2008 Series B Bonds maturing on or after November 1, 2019 are subject to redemption prior to maturity, at the option of the County, on November 1, 2018, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of

100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, Section 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), permits the County to refund all or a portion of the outstanding unredeemed maturities of the 2005 Outstanding Refunding Bonds, 2006 Outstanding Series A Bonds, 2006 Outstanding Series B Bonds, 2007 Outstanding Series A Bonds, 2007 Outstanding Series B Bonds, 2007 Outstanding Series C Bonds, 2008 Outstanding Series A Bonds and 2008 Outstanding Series B Bonds (referred to herein collectively as the "Outstanding Bonds") by the issuance of new bonds, the issuance of which will result in present value debt service savings for the County, and the County Legislature has determined that it may be advantageous to refund all or a portion of the Outstanding Bonds; NOW, THEREFORE be it

RESOLVED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, (by the favorable vote of not less than two-thirds of all the members of said County Legislature) AS FOLLOWS:

Section 1. In this resolution, the following definitions apply, unless a different meaning clearly appears from the context:

(a) "Bond To Be Refunded" or "Bonds To Be Refunded" means all or a portion of the aggregate Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.

(b) "Bond Certificate" or "Bond Certificates" means one or more of the bond certificates or certificates of determination, as applicable, that (i) were executed by the County Comptroller or the Chief Deputy County Comptroller, in accordance with the delegations of authority contained in the bond resolutions for each of the objects or purposes financed by the Bonds to be Refunded, or in the case of the 2005 Refunding Bonds, in the bond resolutions for each of the objects or purposes refinanced by the 2005 Refunding Bonds, and (ii) provided for the issuance of such Bonds to be Refunded, or in the case of the 2005 Refunding Bonds, the bonds refunded by the 2005 Refunding Bonds.

(c) "Escrow Contract" means, with respect to each Respective Series of Refunding Bonds, the contract to be entered into by and between the County and the Escrow Holder pursuant to Section 10 hereof.

(d) "Escrow Holder" means, with respect to each Respective Series of Refunding Bonds, the bank or trust company designated as such pursuant to Section 10 hereof.

(e) "Present Value Savings" means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be

Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.

(f) "Redemption Date" means June 15, 2015, or any date thereafter with respect to the 2005 Outstanding Refunding Bonds; May 1, 2016 or any date thereafter with respect to the 2006 Series A Outstanding Bonds; October 1, 2016 or any date thereafter with respect to the 2006 Series B Outstanding Bonds; May 15, 2017 or any date thereafter with respect to the 2007 Series A Outstanding Bonds; November 1, 2017 or any date thereafter with respect to the 2007 Series B Outstanding Bonds; November 1, 2017 or any date thereafter with respect to the 2007 Series C Outstanding Bonds; May 15, 2018 or any date thereafter with respect to the 2008 Series A Outstanding Bonds; and November 1, 2018 or any date thereafter with respect to the 2008 Series B Outstanding Bonds

(g) "Refunding Bond" or "Refunding Bonds" means all or a portion of the $430,000,000 Refunding Serial Bonds of the County of Suffolk, authorized to be issued pursuant to Section 2 hereof.

(h) "Refunding Bond Amount Limitation" means, with respect to each Respective Series of Refunding Bonds, an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded by such Respective Series of Refunding Bonds plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the applicable Redemption Date, plus redemption premiums payable on such Bonds To Be Refunded as of such Redemption Date, if any, as hereinabove referred to in the Recitals hereof, plus costs and expenses incidental to the issuance of such Respective Series of Refunding Bonds, including the development of the refunding financial plan, compensation to the Underwriter (as hereinafter defined), costs and expenses of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof, financial advisory fees, printing fees and legal fees and the premium or premiums for a policy or policies of municipal bond insurance or other form of credit enhancement facility or facilities for such Respective Series of Refunding Bonds, or any portion thereof.

(i) "Respective Series of Refunded Bonds" shall have the meaning given such term in Section 2 hereof.

(j) "Underwriter" means, with respect to each Respective Series of Refunding Bonds, the underwriter or underwriters selected pursuant to Section 14 hereof.

Section 2. The County Legislature of the County hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed $430,000,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed $430,000,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the County to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the County in the maximum principal amount of $430,000,000 are hereby authorized to be issued pursuant to the provisions of the Law. The Refunding Bonds are hereby authorized to be consolidated for purposes of sale in one or more refunding bond issues which may be issued in series. The Refunding Bonds shall each be designated substantially "REFUNDING SERIAL BONDS", together with a series designation and year designation, as appropriate, and shall be dated the date of delivery thereof, or such other date as shall hereafter be determined by the County Comptroller pursuant to Section 8 hereof. The proposed financial plan for the refunding in the form attached hereto as **Exhibit A** (the "Refunding Financial Plan") prepared for the County by its financial advisor, Capital Markets Advisors, LLC, Great Neck, New York, and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the County in connection with said refunding from such proceeds and the investment of a portion of such proceeds by the Escrow Holder in certain obligations. The principal of and interest on such investments, together with the balance of such proceeds to be held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to each applicable Redemption Date and (ii) the principal of and premium and interest on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date. This County Legislature recognizes that the Refunding Bonds may be issued in series, and for only one or more of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from the assumptions in the proposed Refunding Financial Plan attached hereto as **Exhibit A**. The County Comptroller is hereby authorized and directed to determine which of the Refunded Bonds will be refunded and at what time (each such series of Refunded Bonds, or portion thereof to be refunded, being hereinafter referred to as a "Respective Series of Refunded Bonds"), the amount of the Refunding Bonds to be issued, the date or dates of issue, maturities and terms thereof and to prepare, or cause to be prepared a final Refunding Financial Plan for each Respective Series of Refunding Bonds.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are all or a portion of the unmatured aggregate outstanding balances of the 2005 Outstanding Refunding Bonds, 2006 Outstanding Series A Bonds, 2006 Outstanding Series B Bonds, 2007 Outstanding Series A Bonds, 2007 Outstanding Series B Bonds, 2007 Outstanding Series C Bonds, 2008 Outstanding Series A Bonds and 2008 Outstanding Series B Bonds which were originally issued pursuant to the bond resolutions referenced in the Bond Certificates

for each such series of bonds for the purpose of refinancing certain outstanding bonds of the County or providing original funding for the projects as set forth therein.

Section 4. The issuance of the each Respective Series of Refunding Bonds will not exceed the applicable Refunding Bond Amount Limitation. With respect to each Respective Series of Refunding Bonds, either (i) the last installment of such Respective Series of Refunding Bonds allocated to each of the objects or purposes refinanced by the such Respective Series of Refunding Bonds will mature not later than the expiration of the applicable period of probable usefulness ("PPU") of such object or purpose financed or refinanced with the proceeds of the Bonds to be Refunded, commencing at the date of issuance of the first bond or bond anticipation note issued in anticipation of the sale of such bonds, or (ii) at the determination of the County Comptroller in accordance with the delegation of authority contained in Section 8 hereof, the last installment of such Respective Series of Refunding Bonds will mature not later than the expiration of the weighted average remaining period of probable usefulness of the objects or purposes (or classes of objects or purposes) financed or refinanced with the proceeds of the Bonds to be Refunded by such Respective Series of Refunding Bonds, commencing at the date of issuance of the first bond or bond anticipation note issued in anticipation of the sale of such bonds. The maximum PPU permitted by law of each of the objects or purposes financed with the proceeds of the Bonds to be Refunded at the respective time of issuance of each series of the Bonds to be Refunded is set forth in the respective Bond Certificate for such series of the Bonds to be Refunded, or in the case of the objects or purposes financed with the proceeds of the 2005 Outstanding Refunding Bonds, in the respective Bond Certificate for each series of bonds which was refunded by the 2005 Refunding Bonds.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed refunding financial plan attached hereto as **Exhibit A,** computed in accordance with subdivision two of paragraph b of Section 90.10 of the Law. Said refunding financial plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount, and will mature, be of such terms and bear such interest as set forth therein. The County Legislature recognizes that the principal amount of each Respective Series of the Refunding Bonds, the maturities, terms and interest rates, the provisions, if any, for the redemption thereof prior to maturity, and whether or not any or all of each Respective Series of the Refunding Bonds will be insured, and the resulting present value savings, may vary from such assumptions and that the refunding financial plan for each Respective Series of the Refunding Bonds may vary from that attached hereto as **Exhibit A.**

Section 6. The Refunding Bonds shall be sold at private sale and the County Comptroller or the Chief Deputy County Comptroller, the chief fiscal officer of the County, is hereby authorized to execute a purchase contract on behalf of the County for the sale of each Respective Series of said Refunding Bonds, provided that the terms and conditions of each such sale shall be approved by the State Comptroller, and further providing that prior to the issuance of each Respective Series of the Refunding Bonds the Comptroller shall have filed with the County Legislature a certificate approved by the State Comptroller setting forth the Present Value Savings to the County resulting from the issuance of such Respective Series of the Refunding Bonds. In connection with each such sale, the County authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is

distributed. The Comptroller is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the County in connection with said refunding, including the preparation of the refunding financial plan for each Respective Series of Refunding Bonds referred to in Section 2 hereof.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the County for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Sections 50.00, 56.00 to 60.00, 90.10 and 168.00 of the Law, the powers and duties of the County Legislature relative to determining the amount of Bonds To Be Refunded, prescribing the terms, form and contents and as to the sale and issuance of each Respective Series of the Refunding Bonds, determining the weighted average remaining period of probable usefulness of each Respective Series of the Refunding Bonds, and executing any arbitrage certification relative thereto, and as to executing the Escrow Contracts described herein, the Official Statements referred to in herein and any contracts for credit enhancement in connection with the issuance of each Respective Series of the Refunding Bonds and any other certificates and agreements, and as to making elections to call in and redeem all or a portion of the Bonds to be Refunded, are hereby delegated to the County Comptroller and the Chief Deputy County Comptroller, the chief fiscal officer of the County.

Section 9. The validity of the Refunding Bonds authorized by this resolution may be contested only if:

(a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. Prior to the issuance of each Respective Series of the Refunding Bonds, the County shall contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the

Escrow Holder of the proceeds, inclusive of any premium from the sale of such Respective Series of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the refunding financial plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the County, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded by such Respective Series of Refunding Bonds, (b) to pay costs and expenses incidental to the issuance of such Respective Series of the Refunding Bonds, including the development of the refunding financial plan for such series, and costs and expenses relating to the execution and performance of the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the County the notice of redemption authorized to be given pursuant to Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the refunding financial plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of such Respective Series of Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of each Respective Series of the Refunding Bonds, immediately upon receipt shall be placed in escrow by the County with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder, if invested, shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the refunding financial plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the County and shall be applied by the County only to the payment of the principal of or interest on the Respective Series of Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of each Respective Series of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the refunding financial plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded by such Respective Series of Refunding Bonds shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded by such Respective Series of Refunding Bonds shall be irrevocably committed and pledged to the payment of the principal of and interest on such Respective Series of Refunding Bonds, or such portion or series thereof as shall be required by the refunding financial plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the such Respective Series of Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof. Neither this

resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the County Legislature hereby elects to call in and redeem all or a portion of the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date, as shall be determined by the Comptroller in accordance with Section 8 hereof. The sum to be paid therefor on the applicable Redemption Date shall be the par value thereof, the accrued interest to such Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the County by mailing such notice at least thirty days prior to such Redemption Date, and in accordance with the terms appearing in the Bonds to be Refunded, to the registered holders of the Bonds To Be Refunded which are to be called in and redeemed. Upon the issuance of each Respective Series of Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded by such Respective Series of Refunding Bonds which are to be called in and redeemed in accordance herewith and the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of such Respective Series of Refunding Bonds, provided that this Section may be amended from time to time as may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 14. Each Respective Series of Refunding Bonds shall be sold at private sale to such underwriter or underwriters to be selected through the County procurement process (collectively, the "Underwriter') for purchase prices to be determined by the County Comptroller or Chief Deputy County Comptroller, plus accrued interest from the date or dates of such Respective Series of Refunding Bonds to the date or dates of the delivery of and payment for such Respective Series of the Refunding Bonds; provided, however, that each Respective Series of Refunding Bonds shall only be sold at private sale to the Underwriter in the event that (i) such sale results in net present value savings, as shown upon the final Refunding Financial Plan for such series, in the case of each such sale of Refunding Bonds and in the aggregate for all of the Refunding Bonds sold on any date with regard to the outstanding par amount of the Refunded Bonds; (ii) the term of such Respective Series of Refunding Bonds does not extend beyond the last maturity date of the Refunded Bonds refunded by such Respective Series of Refunding Bonds; (iii) there shall be no negative savings in any maturity or in the aggregate generated as a result of the issuance of each Respective Series of the Refunding Bonds; (iv) the net present value savings of each Respective Series of the Refunding Bonds shall exceed the costs of issuance for such Respective Series of the Refunding Bonds by two and one half times (2 1/2); and (v) a maturity of the Refunded Bonds may be refunded only to the extent that the entire maturity is so refunded. The County Comptroller or the Chief Deputy County Comptroller is hereby authorized to execute and deliver a purchase contract for each Respective Series of the Refunding Bonds in the name and on behalf of the County providing the terms and conditions for the sale and delivery of such Respective Series of the Refunding Bonds to the Underwriter; provided, however, that the County's obligation under such purchase contract to sell and deliver such Respective Series of Refunding Bonds to the Underwriter shall be subject to the approval of the terms and conditions of such private sale by the State Comptroller as required by subdivision

2 of paragraph f. of Section 90.10 of the Local Finance Law. After the Refunding Bonds have been duly executed, they shall be delivered by the County Comptroller or Chief Deputy County Comptroller to the Underwriter in accordance with said purchase contract upon the receipt by the County of said purchase price, including accrued interest.

Section 15. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

Exhibit A

[Refunding Financial Plan]

Suffolk County, New York

$413,765,000 Refunding Serial Bonds - 2013

Prevailing 'A' Rates plus 25 bps - 10.18.13

Project Summary

Dated 11/01/2013 | Delivered 11/01/2013

	2005 Ref. Bonds	2006A Bonds	2006B Bonds
Sources Of Funds			
Par Amount of Bonds	$22,245,000.00	$33,730,000.00	$76,155,000.00
Total Sources	**$22,245,000.00**	**$33,730,000.00**	**$76,155,000.00**
Uses Of Funds			
Total Underwriter's Discount (0.500%)	111,225.00	168,650.00	380,775.00
Costs of Issuance	8,064.36	12,227.96	27,608.06
Deposit to Net Cash Escrow Fund	22,127,829.38	33,552,275.22	75,744,816.80
Rounding Amount	(2,118.74)	(3,153.18)	1,800.14
Total Uses	**$22,245,000.00**	**$33,730,000.00**	**$76,155,000.00**
Flow of Funds Detail			
State and Local Government Series (SLGS) rates for	7/25/2013	7/25/2013	7/25/2013
Date of OMP Candidates			
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded
Total Cost of Investments	$22,127,829.38	$33,552,275.22	$75,744,816.80
Interest Earnings @ 0.936%	66,273.52	315,603.53	1,143,830.12
Total Draws	$22,194,102.90	$33,867,878.75	$76,888,646.92
PV Analysis Summary (Net to Net)			
Net PV Cashflow Savings @ 3.577%(AIC)	413,810.93	(1,081,312.47)	(3,679,490.99)
Contingency or Rounding Amount	(2,118.74)	(3,153.18)	1,800.14
Net Present Value Loss	$411,692.19	$(1,084,465.65)	$(3,677,690.85)
Net PV Loss /$367,060,000 Refunded Principal	2.025%	(3.503%)	(5.357%)
Net PV Loss /$413,765,000 Refunding Principal	1.851%	(3.215%)	(4.829%)
Bond Statistics			
Average Life	2.985 Years	5.873 Years	6.881 Years
Average Coupon	1.8847611%	3.2759047%	3.4779538%
Net Interest Cost (NIC)	2.0522623%	3.3610341%	3.5506184%
Bond Yield for Arbitrage Purposes	3.4866388%	3.4866388%	3.4866388%
True Interest Cost (TIC)	2.0522550%	3.3236877%	3.5180633%
All Inclusive Cost (AIC)	2.0649771%	3.3307147%	3.5241878%

Project Summary

Dated 11/01/2013 | Delivered 11/01/2013

	2007A Bonds	2007B Bonds	2007C Bonds
Sources Of Funds			
Par Amount of Bonds	$56,535,000.00	$58,480,000.00	$16,715,000.00
Total Sources	**$56,535,000.00**	**$58,480,000.00**	**$16,715,000.00**
Uses Of Funds			
Total Underwriter's Discount (0.500%)	282,675.00	292,400.00	83,575.00
Costs of Issuance	20,495.33	21,200.44	6,059.60
Deposit to Net Cash Escrow Fund	56,232,412.90	58,164,978.45	16,624,606.36
Rounding Amount	(583.23)	1,421.11	759.04
Total Uses	**$56,535,000.00**	**$58,480,000.00**	**$16,715,000.00**
Flow of Funds Detail			
State and Local Government Series (SLGS) rates for	7/25/2013	7/25/2013	7/25/2013
Date of OMP Candidates			
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded
Total Cost of Investments	$56,232,412.90	$58,164,978.45	$16,624,606.36
Interest Earnings @ 0.936%	1,301,168.36	1,781,362.75	550,772.40
Total Draws	$57,533,581.26	$59,946,341.20	$17,175,378.76
PV Analysis Summary (Net to Net)			
Net PV Cashflow Savings @ 3.577%(AIC)	(3,824,141.45)	(2,659,243.19)	(1,243,786.11)
Contingency or Rounding Amount	(583.23)	1,421.11	759.04
Net Present Value Loss	$(3,824,724.68)	$(2,657,822.08)	$(1,243,027.07)
Net PV Loss /$367,060,000 Refunded Principal	(7.660%)	(5.063%)	(8.337%)
Net PV Loss /$413,765,000 Refunding Principal	(6.765%)	(4.545%)	(7.437%)
Bond Statistics			
Average Life	7.501 Years	5.195 Years	7.488 Years
Average Coupon	3.6537830%	2.9065752%	3.6522496%
Net Interest Cost (NIC)	3.7204394%	3.0028291%	3.7190254%
Bond Yield for Arbitrage Purposes	3.4866388%	3.4866388%	3.4866388%
True Interest Cost (TIC)	3.6826862%	2.9854167%	3.6811418%
All Inclusive Cost (AIC)	3.6884113%	2.9931334%	3.6868760%

Project Summary

Dated 11/01/2013 | Delivered 11/01/2013

	2008A Bonds	2008B Bonds	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$65,405,000.00	$84,500,000.00	$413,765,000.00
Total Sources	**$65,405,000.00**	**$84,500,000.00**	**$413,765,000.00**
Uses Of Funds			
Total Underwriter's Discount (0.500%)	327,025.00	422,500.00	2,068,825.00
Costs of Issuance	23,710.92	30,633.33	150,000.00
Deposit to Net Cash Escrow Fund	65,052,278.07	84,046,754.53	411,545,951.71
Rounding Amount	1,986.01	112.14	223.29
Total Uses	**$65,405,000.00**	**$84,500,000.00**	**$413,765,000.00**
Flow of Funds Detail			
State and Local Government Series (SLGS) rates for	7/25/2013	7/25/2013	7/25/2013
Date of OMP Candidates			
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded
Total Cost of Investments	$65,052,278.07	$84,046,754.53	$411,545,951.71
Interest Earnings @ 0.936%	2,758,665.73	4,556,506.05	12,474,182.46
Total Draws	$67,810,943.80	$88,603,260.58	$424,020,134.17
PV Analysis Summary (Net to Net)			
Net PV Cashflow Savings @ 3.577%(AIC)	(5,767,101.96)	(5,659,517.53)	(23,762,162.15)
Contingency or Rounding Amount	1,986.01	112.14	223.29
Net Present Value Loss	$(5,765,115.95)	$(5,659,405.39)	$(23,761,938.86)
Net PV Loss /$367,060,000 Refunded Principal	(10.033%)	(7.824%)	(6.474%)
Net PV Loss /$413,765,000 Refunding Principal	(8.814%)	(6.698%)	(5.743%)
Bond Statistics			
Average Life	8.088 Years	8.089 Years	6.898 Years
Average Coupon	3.8129672%	3.8134658%	3.5422643%
Net Interest Cost (NIC)	3.8747846%	3.8752769%	3.6147505%
Bond Yield for Arbitrage Purposes	3.4866388%	3.4866388%	3.4866388%
True Interest Cost (TIC)	3.8315656%	3.8320149%	3.5710266%
All Inclusive Cost (AIC)	3.8369757%	3.8374247%	3.5771701%

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2013	-	-	-	-
05/01/2014	31,395,000.00	0.640%	5,763,773.25	37,158,773.25
11/01/2014	-	-	5,663,309.25	5,663,309.25
05/01/2015	30,545,000.00	0.960%	5,663,309.25	36,208,309.25
11/01/2015	-	-	5,516,693.25	5,516,693.25
05/01/2016	30,315,000.00	1.300%	5,516,693.25	35,831,693.25
11/01/2016	-	-	5,319,645.75	5,319,645.75
05/01/2017	30,255,000.00	1.680%	5,319,645.75	35,574,645.75
11/01/2017	-	-	5,065,503.75	5,065,503.75
05/01/2018	30,470,000.00	2.050%	5,065,503.75	35,535,503.75
11/01/2018	-	-	4,753,186.25	4,753,186.25
05/01/2019	32,425,000.00	2.410%	4,753,186.25	37,178,186.25
11/01/2019	-	-	4,362,465.00	4,362,465.00
05/01/2020	28,570,000.00	2.860%	4,362,465.00	32,932,465.00
11/01/2020	-	-	3,953,914.00	3,953,914.00
05/01/2021	28,990,000.00	3.270%	3,953,914.00	32,943,914.00
11/01/2021	-	-	3,479,927.50	3,479,927.50
05/01/2022	29,700,000.00	3.570%	3,479,927.50	33,179,927.50
11/01/2022	-	-	2,949,782.50	2,949,782.50
05/01/2023	30,780,000.00	3.770%	2,949,782.50	33,729,782.50
11/01/2023	-	-	2,369,579.50	2,369,579.50
05/01/2024	25,085,000.00	3.970%	2,369,579.50	27,454,579.50
11/01/2024	-	-	1,871,642.25	1,871,642.25
05/01/2025	26,135,000.00	4.170%	1,871,642.25	28,006,642.25
11/01/2025	-	-	1,326,727.50	1,326,727.50
05/01/2026	27,275,000.00	4.360%	1,326,727.50	28,601,727.50
11/01/2026	-	-	732,132.50	732,132.50
05/01/2027	18,885,000.00	4.540%	732,132.50	19,617,132.50
11/01/2027	-	-	303,443.00	303,443.00
05/01/2028	12,940,000.00	4.690%	303,443.00	13,243,443.00
Total	**$413,765,000.00**	-	**$101,099,677.25**	**$514,864,677.25**

Yield Statistics

Bond Year Dollars	$2,854,097.50
Average Life	6.898 Years
Average Coupon	3.5422643%
Net Interest Cost (NIC)	3.6147505%
True Interest Cost (TIC)	3.5710266%
Bond Yield for Arbitrage Purposes	3.4866388%
All Inclusive Cost (AIC)	3.5771701%

IRS Form 8038

Net Interest Cost	3.5422643%
Weighted Average Maturity	6.898 Years

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/31/2013	-	-	2,695,683.28	2,695,683.28
12/31/2014	42,822,082.50	42,822,082.50	40,688,785.14	(2,133,297.36)
12/31/2015	41,725,002.50	41,725,002.50	39,579,402.90	(2,145,599.60)
12/31/2016	41,151,339.00	41,151,339.00	39,013,599.88	(2,137,739.12)
12/31/2017	40,640,149.50	40,640,149.50	38,497,817.59	(2,142,331.91)
12/31/2018	40,288,690.00	40,288,690.00	38,141,976.05	(2,146,713.95)
12/31/2019	41,540,651.25	41,540,651.25	39,385,974.40	(2,154,676.85)
12/31/2020	36,886,379.00	36,886,379.00	34,740,552.53	(2,145,826.47)
12/31/2021	36,423,841.50	36,423,841.50	34,280,927.52	(2,142,913.98)
12/31/2022	36,129,710.00	36,129,710.00	33,995,221.27	(2,134,488.73)
12/31/2023	36,099,362.00	36,099,362.00	33,967,330.65	(2,132,031.35)
12/31/2024	29,326,221.75	29,326,221.75	27,413,433.77	(1,912,787.98)
12/31/2025	29,333,369.75	29,333,369.75	27,417,052.52	(1,916,317.23)
12/31/2026	29,333,860.00	29,333,860.00	27,416,396.26	(1,917,463.74)
12/31/2027	19,920,575.50	19,920,575.50	18,387,634.38	(1,532,941.12)
12/31/2028	13,243,443.00	13,243,443.00	12,246,318.75	(997,124.25)
Total	**$514,864,677.25**	**$514,864,677.25**	**$487,868,106.89**	**(26,996,570.36)**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	(23,762,162.15)
Net PV Cashflow Savings @ 3.577%(AIC)	(23,762,162.15)
Contingency or Rounding Amount	223.29
Net Present Value Loss	$(23,761,938.86)
Net PV Loss /$367,060,000 Refunded Principal	(6.474%)
Net PV Loss /$413,765,000 Refunding Principal	(5.743%)

Refunding Bond Information

Refunding Dated Date	11/01/2013
Refunding Delivery Date	11/01/2013

Summary Of Bonds Refunded

Issue	Maturity	Type of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 6/23/2005 | Delivered 6/23/2005						
2005 Refunding	06/15/2014	Serial	Coupon	5.000%	3,508,974	-	-
2005 Refunding	06/15/2015	Serial	Coupon	5.000%	3,371,982	-	-
2005 Refunding	06/15/2016	Serial	Coupon	5.000%	3,130,000	06/15/2015	100.000%
2005 Refunding	06/15/2017	Serial	Coupon	5.000%	2,990,000	06/15/2015	100.000%
2005 Refunding	06/15/2018	Serial	Coupon	5.000%	2,885,000	06/15/2015	100.000%
2005 Refunding	06/15/2019	Serial	Coupon	5.000%	4,450,000	06/15/2015	100.000%
Subtotal	-			-	**$20,335,956**	-	-
	-			-	-	-	-
Dated 5/15/2006 | Delivered 5/23/2006						
2006 Series A Bonds	05/01/2014	Serial	Coupon	4.000%	3,203,000	-	-
2006 Series A Bonds	05/01/2015	Serial	Coupon	5.000%	2,601,000	-	-
2006 Series A Bonds	05/01/2016	Serial	Coupon	4.000%	2,599,000	-	-
2006 Series A Bonds	05/01/2017	Serial	Coupon	4.125%	2,535,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2018	Serial	Coupon	4.125%	2,580,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2019	Serial	Coupon	4.125%	2,565,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2020	Serial	Coupon	4.250%	2,590,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2021	Serial	Coupon	4.250%	2,210,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2022	Serial	Coupon	4.250%	1,975,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2023	Serial	Coupon	4.250%	1,990,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2024	Serial	Coupon	4.250%	2,005,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2025	Serial	Coupon	4.375%	2,040,000	05/01/2016	100.000%
2006 Series A Bonds	05/01/2026	Serial	Coupon	4.375%	2,070,000	05/01/2016	100.000%
Subtotal	-			-	**$30,963,000**	-	-
	-			-	-	-	-
Dated 11/01/2006 | Delivered 11/02/2006						
2006 Series B Bonds	10/01/2014	Serial	Coupon	4.250%	4,108,829	-	-
2006 Series B Bonds	10/01/2015	Serial	Coupon	4.250%	4,268,201	-	-
2006 Series B Bonds	10/01/2016	Serial	Coupon	4.250%	4,437,534	-	-
2006 Series B Bonds	10/01/2017	Serial	Coupon	4.250%	4,615,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2018	Serial	Coupon	4.250%	4,800,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2019	Serial	Coupon	4.250%	5,000,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2020	Serial	Coupon	4.250%	5,205,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2021	Serial	Coupon	4.250%	5,425,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2022	Serial	Coupon	4.250%	5,655,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2023	Serial	Coupon	4.250%	5,895,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2024	Serial	Coupon	4.250%	6,150,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2025	Serial	Coupon	4.250%	6,415,000	10/01/2016	100.000%
2006 Series B Bonds	10/01/2026	Serial	Coupon	4.250%	6,690,000	10/01/2016	100.000%

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Subtotal	-			-	**$68,664,564**	-	-
	-			-	-	-	-
Dated 5/15/2007 | Delivered 5/24/2007							
2007 Series A Bonds	05/15/2014	Serial	Coupon	4.125%	2,675,000	-	-
2007 Series A Bonds	05/15/2015	Serial	Coupon	4.125%	2,785,000	-	-
2007 Series A Bonds	05/15/2016	Serial	Coupon	4.125%	2,900,000	-	-
2007 Series A Bonds	05/15/2017	Serial	Coupon	4.125%	3,025,000	-	-
2007 Series A Bonds	05/15/2018	Serial	Coupon	4.125%	3,150,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2019	Serial	Coupon	4.125%	3,290,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2020	Serial	Coupon	4.125%	3,430,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2021	Serial	Coupon	4.125%	3,580,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2022	Serial	Coupon	4.125%	3,740,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2023	Serial	Coupon	4.125%	3,905,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2024	Serial	Coupon	4.125%	4,080,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2025	Serial	Coupon	4.125%	4,260,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2026	Serial	Coupon	4.250%	4,455,000	05/15/2017	100.000%
2007 Series A Bonds	05/15/2027	Serial	Coupon	4.250%	4,655,000	05/15/2017	100.000%
Subtotal	-			-	**$49,930,000**	-	-
	-			-	-	-	-
Dated 11/01/2007 | Delivered 11/05/2007							
2007 Series B Bonds	11/01/2014	Serial	Coupon	4.000%	4,372,632	-	-
2007 Series B Bonds	11/01/2015	Serial	Coupon	4.000%	4,537,543	-	-
2007 Series B Bonds	11/01/2016	Serial	Coupon	4.000%	4,717,444	-	-
2007 Series B Bonds	11/01/2017	Serial	Coupon	4.000%	4,902,345	-	-
2007 Series B Bonds	11/01/2018	Serial	Coupon	4.000%	5,095,000	11/01/2017	100.000%
2007 Series B Bonds	11/01/2019	Serial	Coupon	4.000%	5,305,000	11/01/2017	100.000%
2007 Series B Bonds	11/01/2020	Serial	Coupon	4.000%	5,530,000	11/01/2017	100.000%
2007 Series B Bonds	11/01/2021	Serial	Coupon	4.000%	5,760,000	11/01/2017	100.000%
2007 Series B Bonds	11/01/2022	Serial	Coupon	4.250%	6,010,000	11/01/2017	100.000%
2007 Series B Bonds	11/01/2023	Serial	Coupon	4.250%	6,270,000	11/01/2017	100.000%

Summary Of Bonds Refunded

Issue	Maturity	Type of Bond	Coupon	Maturity Value	Call Date	Call Price
Subtotal	-		-	**$52,499,964**	-	-
	-		-	-	-	-
Dated 11/01/2007 | Delivered 11/05/2007						
2007 Series C Bonds	11/01/2014	Serial	Coupon	4.125%	810,000	-	-
2007 Series C Bonds	11/01/2015	Serial	Coupon	4.125%	840,000	-	-
2007 Series C Bonds	11/01/2016	Serial	Coupon	4.125%	875,000	-	-
2007 Series C Bonds	11/01/2017	Serial	Coupon	4.125%	910,000	-	-
2007 Series C Bonds	11/01/2018	Serial	Coupon	4.125%	945,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2019	Serial	Coupon	4.125%	985,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2020	Serial	Coupon	4.125%	1,025,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2021	Serial	Coupon	4.125%	1,070,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2022	Serial	Coupon	4.125%	1,115,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2023	Serial	Coupon	4.125%	1,160,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2024	Serial	Coupon	4.125%	1,210,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2025	Serial	Coupon	4.125%	1,265,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2026	Serial	Coupon	4.200%	1,320,000	11/01/2017	100.000%
2007 Series C Bonds	11/01/2027	Serial	Coupon	4.250%	1,380,000	11/01/2017	100.000%
Subtotal	-			-	**$14,910,000**	-	-
	-			-	-	-	-
Dated 5/15/2008 | Delivered 5/29/2008						
2008 Series A Bonds	05/15/2014	Serial	Coupon	3.750%	2,890,000	-	-
2008 Series A Bonds	05/15/2015	Serial	Coupon	4.000%	2,985,000	-	-
2008 Series A Bonds	05/15/2016	Serial	Coupon	4.000%	3,090,000	-	-
2008 Series A Bonds	05/15/2017	Serial	Coupon	4.000%	3,200,000	-	-
2008 Series A Bonds	05/15/2018	Serial	Coupon	4.000%	3,325,000	-	-
2008 Series A Bonds	05/15/2019	Serial	Coupon	4.000%	3,450,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2020	Serial	Coupon	4.000%	3,590,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2021	Serial	Coupon	4.000%	3,740,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2022	Serial	Coupon	4.000%	3,895,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2023	Serial	Coupon	4.000%	4,065,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2024	Serial	Coupon	4.000%	4,245,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2025	Serial	Coupon	4.000%	4,435,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2026	Serial	Coupon	4.000%	4,635,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2027	Serial	Coupon	4.125%	4,845,000	05/15/2018	100.000%
2008 Series A Bonds	05/15/2028	Serial	Coupon	4.125%	5,070,000	05/15/2018	100.000%
Subtotal	-			-	**$57,460,000**	-	-

Summary Of Bonds Refunded

Issue	Maturity	Type of Bond	Coupon	Maturity Value	Call Date	Call Price
	-		-	-	-	-
Dated 11/01/2008 | Delivered 11/03/2008						
2008 Series B Bonds	11/01/2014	Serial	Coupon	4.500%	3,424,318	-	-
2008 Series B Bonds	11/01/2015	Serial	Coupon	4.500%	3,559,291	-	-
2008 Series B Bonds	11/01/2016	Serial	Coupon	5.000%	3,709,262	-	-
2008 Series B Bonds	11/01/2017	Serial	Coupon	5.000%	3,869,230	-	-
2008 Series B Bonds	11/01/2018	Serial	Coupon	5.000%	4,044,195	-	-
2008 Series B Bonds	11/01/2019	Serial	Coupon	5.000%	4,230,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2020	Serial	Coupon	5.000%	4,435,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2021	Serial	Coupon	5.000%	4,660,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2022	Serial	Coupon	5.000%	4,900,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2023	Serial	Coupon	5.000%	5,165,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2024	Serial	Coupon	5.000%	5,445,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2025	Serial	Coupon	5.000%	5,740,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2026	Serial	Coupon	5.000%	6,050,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2027	Serial	Coupon	5.000%	6,385,000	11/01/2018	100.000%
2008 Series B Bonds	11/01/2028	Serial	Coupon	5.000%	6,735,000	11/01/2018	100.000%
Subtotal	-			-	**$72,351,296**	-	-
Total	-			-	**$367,114,780**	-	-

2001

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __x__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Refunding bond resolution of the County of Suffolk, New York, authorizing the refunding of certain outstanding serial bonds of said County, stating the plan of refunding, appropriating an amount not to exceed $430,000,000 for such purpose, authorizing the issuance of not to exceed $430,000,000 refunding bonds to finance said appropriation, and making certain other determinations relative thereto.

3. Purpose of Proposed Legislation

To authorize the refunding of certain outstanding serial bonds which were originally issued pursuant to duly adopted bond resolutions when and if market conditions become favorable and allow for the realization of savings.

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

The figures for this Fiscal Impact Statement are as of October 18, 2013 and assume that only one bond issue is currently a candidate for potential refunding. However, authorization is requested for the current candidate and for issues which are not currently candidates so that if they do become viable candidates for refunding, the County can access the market quickly to execute a transaction which achieves sufficient savings. This approach was taken with previously adopted Refunding Bond Resolutions 273-2004, 228-2008 and 870-2011

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

Anticipated net gross savings would be determined when market conditions are favorable for the refunding of the outstanding debt.

8. Proposed Source of Funding

General Obligation Refunding Serial Bonds

9. Timing of Impact

The impact of the refunding will not extend beyond the original term of the bonds to be refunded. To be determined when market conditions are favorable for the refunding of the outstanding debt.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Geraldine Olson Municipal Finance Administrator Audit and Control	Geraldine Olson	10/25/13

SCIN FORM 175b (10/95)

2001

2013 INTERGOVENMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Refunding Bond Resolution authorizing the refunding of certain outstanding serial bonds of the County, stating the plan of refunding, appropriating an amount not to exceed $430,000,000 for such purpose, authorizing the issuance of not to exceed $430,000,000 refunding bonds to finance said appropriation, and making certain other determinations relative thereto.

PURPOSE OR GENERAL IDEA OF BILL: A request for enabling local legislation to approve the refunding of certain outstanding serial bonds which were originally issued pursuant to duly adopted bond resolutions when and if market conditions become favorable and allow for the realization of savings.

SUMMARY OF SPECIFIC PROVISIONS: Request for authorization to refund some or all of the following bond issues: 2005 Refunding, 2006 Series A, 2006 Series B, 2007 Series A, 2007 Series B, 2007 Series C, 2008 Series A, 2008 Series B.

JUSTIFICATION: Having authorization in place would allow the County to access the market quickly if market conditions become favorable and allow for the realization of savings.

FISCAL IMPLICATIONS: The impact of the refunding will not extend beyond the original term of the bonds to be refunded. Fiscal impact will be determined when market conditions are favorable for the refunding of the outstanding debt.

COUNTY OF SUFFOLK

2001

OFFICE OF THE COUNTY COMPTROLLER

JOSEPH SAWICKI, JR.
Comptroller

October 25, 2013

HAND DELIVERED

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Office Building – 12th Floor
100 Veterans Memorial Highway
Hauppauge, New York 11788

Dear Jon:

SUBJECT: 2013 REFUNDING BOND RESOLUTION - $430,000,000

Attached please find the above referenced resolution and fiscal impact statement. Same has been circulated to all parties via e-mail (CE RESO REVIEW) and hand delivered this date so the resolution may be laid on the table on November 19, 2013 and eligible for consideration for adoption on December 3, 2013. Titles of the electronic files are *Reso-A&C-2013 Refunding Bond, Reso-A&C 2013 Refunding Bond Exhibit A, Backup-A&C-2013 Refunding Bond-175a, Backup-A&C-2013 Refunding Bond-175b and Backup-A&C-2013Refunding Bond MOS.*

The resolution authorizes the refunding of certain outstanding serial bonds in order to effectuate debt service savings when and if market conditions are favorable and allow for sufficient savings. Details relative to the issues are recited in the attached Exhibit A (Refunding Financial Plan). Authorization is requested for issues that are not currently candidates for refunding so that, if they do become viable candidates, the County can access the market quickly. Bond Counsel has reviewed and approved the format of the resolution for presentation to the County Legislature.

Sincerely,

Joseph Sawicki, Jr.
County Comptroller

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Thomas Vaughn, Director of Intragovernmental Relations
Christina Capobianco, Chief Deputy Comptroller
Connie Corso, Budget Director
Fred Pollert, Deputy County Executive for Finance & Management
Geraldine Olson, Municipal Finance Administrator

Intro. Res. No. 2002-13 Laid on Table 11/19/13
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $840,000 FOR THE "STATE HOMELAND SECURITY PROGRAM (SHSP) FY2013" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) has awarded Suffolk County federal funds under the SHSP FY2013 program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the SHSP FY2013 will provide funds to the Departments of Fire, Rescue & Emergency Services, Health Services, Police, Information Technology, and Public Works to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials; and

WHEREAS, this grant is for a twenty-four (24) month period from 09/01/2013 through 8/31/2015 in which the County will receive 100% grant funding in the amount of $840,000 for the SHSP FY2013; and,

WHEREAS, $9,296 of said funds have been included in the 2013 Operating Budget; and

WHEREAS, $830,704 of said funds have not been included in the 2013 Operating Budget; and

WHEREAS, the SHSP FY 2013 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of four (4) positions total: two (2) Training Officers (part-time), one (1) Planning Aide (full-time); and one (1) Clerk-Typist (full-time); and

WHEREAS, three (3) of these positions already exist unfunded in the 2013 Operating Budget in 001-FRE-3401 as position numbers 0200-0005 and 0200-0006 (PT Training Officers), 0200-0001 (full-time Planning Aide), and

WHEREAS, the SHSP 2013 grant includes funding to hire a Clerk Typist (full-time) for the Department of Fire, Rescue and Emergency Services to assist in the administration and management of Homeland Security grants; and

WHEREAS, this position does not exist in the 2013 Operating Budget; now, therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $840,000, including $9,296 included in the 2013 Operating Budget (001-FRE-3400-1100) and appropriate said grant funds as follows:

SHSP FY 2013 - $840,000

REVENUES	AMOUNT
001-FRE-4318 – SHSP 2013	$555,651
001-POL-4318 – SHSP 2013	$113,500
001-HLTH-4318 – SHSP 2013	$ 12,000
001-DPW-4318 – SHSP 2013	$ 26,049
001-ITS-4318 – SHSP 2013	$132,800

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
SHSP FY 2013
001-FRE-3412 - $438,378

1000 – Personnel Services	$212,202
1110 – Interim Salaries (for charging salaries from 001-3401)	$204,402
1120 – Overtime	$ 7,800
2000 - Equipment	$ 83,000
2090 – Communications Equipment	$ 75,000
2500 – Other Equipment	$ 8,000
3000 – Supplies	$ 98,746
3160 – Computer Software	$ 6,000
3100 – Instructional Supplies	$ 1,645
3310 – Clothing and Accessories	$ 6,869
3330 – Food	$ 43,742
3370 – Medical Supplies	$ 490
3680 – Repairs: Special Equipment	$ 40,000
4000 – Utilities	$ 40,530
4015 – Cellular Telephones	$ 40,530
4500 – Fees for Services	$ 3,900
4560 – Fees for Services – Non-Employees	$ 3,900

Suffolk County Police Department
SHSP FY2013
001-POL-3643 - $113,500

2000 – Equipment	$ 63,500
2500 – Other Equipment	$ 63,500
3000 – Supplies	$ 50,000
3160 – Computer Software	$ 50,000

Suffolk County Dept of Health Services
SHSP 2013
001-HSV-4640 - $12,000

2000 – Equipment	$ 7,000
2020 – Office Machines	$ 7,000
3000 – Supplies	$ 5,000
3500 – Other Supplies	$ 5,000

Suffolk County Dept of Information Technology
SHSP 2013
001-ITS-1658 - $132,800

2000 – Equipment	$ 68,000
2020 – Office Machines	$ 68,000
3000 – Supplies	$ 57,800
3160 – Computer Supplies	$ 57,800
4200 – Computer Serives	$ 7,000
4210 – Computer Services	$ 7,000

Suffolk County Department of Public Works
SHSP FY2013
001-DPW-5227 - $26,049

3000 – Supplies	$ 26,049
3260 – Signs and Maps	$ 26,049

Employee Benefits
Social Security
001-EMP - 9030 - $15,637

8000 – Employee Benefits	$ 15,637
8330 – Social Security	$ 15,637

Employee Benefits
Retirement
001-EMP-9010 – $41,340

Employee Benefits	$ 41,340
8280 – Retirement	$ 41,340

Employee Benefits
Welfare Fund
001-EMP-9080 - $7,000

Employee Benefits	$ 7,000
8380 – Welfare Fund Contribution	$ 7,000

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $44,000

Employee Benefits	$ 44,000
9600 Transfer of Funds	$ 44,000

Employee Benefits
Major Medical Claims
039-EMP-9060

Employee Benefits	$ 44,000
8360 – Health Insurance	$ 44,000

and be it further

2nd RESOLVED, that the following interfund revenues for Employee Medical Health Plan be accepted as follows:

REVENUES

039-IFT-R001 Transfer from General Fund	$ 44,000

and be it further

3rd RESOLVED, that the following positions be and they hereby are continued in the Department of Fire, Rescue and Emergency Services and funded by the SHSP 2013 grant:

Department of Fire, Rescue & Emergency Services

Position No.	Spec No.	Position Title	JC	Grade	#
	001-3401 FRES GRANT POSTIONS				
3401-0200-0001	1510	Planning Aide	C	17	1
3401-0200-0005/0006	5812	Training Officer-Emergency Preparedness	C	16	2

4th RESOLVED, that the following position is created in the Department of Fire, Rescue and Emergency Services and funded by the SHSP 2013 grant:

Department of Fire, Rescue & Emergency Services

Position No.	Spec No.	Position Title	JC	Grade	#
		001-3401 FRES GRANT POSTIONS			
3401-0100-0001	0021	Clerk Typist	C	09	1

; and be it further

5th RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this Resolution at the conclusion of the grant funding provided for such positions created by said grant; and be it further

6th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

7th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1.Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: X

2.Title of Proposed Legislation
ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $840,000 FOR THE "STATE HOMELAND SECURITY PROGRAM (SHSP) FY2013" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

3. Purpose of Proposed Legislation

To support planning, equipment, training and exercise needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

Accept and appropriate SHSP 2013 Grant funding in the Departments of FRES, Police, Health, Public Works, and Information Technology.

Fund two (2) part-time Training Officer positions (001-FRE-3401-0200-0005/6), one (1) full-time Planning Aide position (001-FRE-3401-0200-0001), and one (1) full-time Clerk Typist position (001-FRE-3401-0100-0001).

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
$840,000 - SHSP FY2013

8. Proposed Source of Funding
NYS Div of Homeland Security & Emerg Svcs pass-through of US Dept of Homeland Security

9.Timing of Impact: 09/01/2013 – 08/31/2015

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo, Grants Analyst	Nicholas Pisciotta Jr.	October 28, 2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

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GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 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.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

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STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: October 26, 2013

SUBJECT: Request for Introductory Resolution: SHSP FY2013 Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $840,000 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the State Homeland Security Program (SHSP) FY2013 Grant. In addition to this department, the grant provides funding for the Police Department, Department of Health Services, Department of Public Works, and the Department of Information Technology.

The grant provides funding to support planning, equipment and training needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive matters.

If you have any questions, please contact Sue Nielsen of my office at 25338.

JFW:smn

Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive

PO BOX 127 – YAPHANK AVENUE
YAPHANK, NEW YORK 11980-0127

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

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NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor | Jerome M. Hauer, Commissioner

May 31, 2013

The Honorable Steve N. Bellone
Suffolk County Executive
100 Veterans Memorial Highway
PO Box 6100
Hauppauge, New York 11788-0099

Dear Mr. Bellone:

I am pleased to inform you that Suffolk County is tentatively awarded $1,120,000.00 under the FY2013 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer the funding on behalf of FEMA. This award is contingent upon the State's receiving the official grant award from FEMA. Federal guidelines require that 25 percent ($280,000.00) of your total award be directed towards law enforcement terrorism prevention activities. These initiatives should be consistent with the efforts of your local Counter-Terrorism Zone.

This funding is provided to enhance preparedness in the Suffolk County regional area. Your SHSP projects and initiatives must comply with Federal grant guidelines and support the New York State Homeland Security Strategy. Please refer to the enclosed FY2013 Program Guidance and Reporting Requirements along with the Application Worksheet for further details. Our grants program management office will work with your designated SHSP grant program points of contact to provide additional administrative guidance as needed.

I have identified the following State Priorities FY2013 SHSP: Building Sustainable Systems, Sustaining and Maintaining Useful Capabilities, Building and Sustaining Interoperable Communications Systems, Maintaining Core Planning and Response Capabilities, Developing Regional Capabilities and Focusing on Worst Case Planning. Specifics on each of these priority areas are contained in the Program Guidance accompanying this letter.

Communications plays a critical role in incident response. To emphasize the importance of interoperable communications, grant applications must clearly demonstrate you are investing to close gaps that may exist related to achieving the strategic goal of Federal, State, regional and local interoperability.

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The purchase of vehicles, especially command vehicles, is strongly discouraged and applications will not be approved without very clear and convincing justification.

The performance period for FY2013 grant will be 24 months from the official grant award date (anticipated in September). Time extensions beyond this date are highly unlikely. In order for DHSES to provide these critical funds to you as quickly as possible **your application must be submitted to DHSES no later than June 24, 2013**. Failure to meet this deadline will result in the loss of funding. If you need assistance in completing your application, please contact DHSES' Contract Unit at: (866) 837-9133.

Thank you for your continued support of New York State's Homeland Security Program. DHSES remains committed to providing you with outstanding support in the administration of your homeland security initiatives. If you have any questions please feel free to contact me directly at (518) 242-5000.

Sincerely,

Jerome M. Hauer
Commissioner

Enclosures

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STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809	INITIAL CONTRACT PERIOD: FROM TO FUNDING AMOUNT FOR INITIAL PERIOD: $840,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date:

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____

Award Contract

Project No.	**Grantee Name**	
SH13-1053-D00	Suffolk County	10/28/2013

Award Contract

Project No.	**Grantee Name**	
SH13-1053-D00	Suffolk County	10/28/2013

APPENDIX A

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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.

December, 2012

Certified by - on

Award Contract

Project No.	**Grantee Name**	
SH13-1053-D00	Suffolk County	10/28/2013

APPENDIX A-1
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Appendix A: Appendix A, Standard Clauses as required by the Attorney General for all State contracts, is hereby attached and

incorporated in this Contract and takes precedence over all other parts of this Contract.

B. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

C. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

D. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

E. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1) Appendix A
2) Modifications to the Face Page
3) Modifications to Appendices A-1, B, C and D
4) The Face Page
5) Appendices A-1 and Appendix B, Appendix C and Appendix D
6) Other attachments, including, but not limited to, the request for proposal or program application

F. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

H. Contract Period: The period of this Contract shall be as specified on the face page hereof.

I. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

J. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

K. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the

remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

L. Notice:

1) All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a) by certified or registered United States mail, return receipt requested;
b) by facsimile transmission;
c) by personal delivery;
d) by expedited delivery service; or
e) by e-mail.

2) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. 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 the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 shall be considered to be 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 DHSES and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.[1]

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1) General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2) Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1) Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure.' For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2) Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or
ii. certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3) Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4) Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or
b) the return of any real property or equipment purchased under the terms of the Contract; or
c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2) The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, 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.

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5) If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1) The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[2] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[3] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[4] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[5] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:[6] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3) The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4) The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5) The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6) All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7) All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2) 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 principle 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. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This 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.

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2) If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3) In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in

Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1) If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2) The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5) The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/agencies/travel/travel.htm.

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying

the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c) Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(I)(7)(b) or (c) herein must make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

a) By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

b) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before DHSES may approve a request for Assignment of Contract.

c) During the term of the Contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

d) DHSES reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the

performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4) When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5) When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in

its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2) For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5) The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1) General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1) Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2) Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3) Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not

discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Contract shall be performed within the State of New York, the 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 the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2) The Contractor 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;

3) The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4) At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1) If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2) any debts owed for UI contributions, interest, and/or penalties;
3) the history and results of any audit or investigation; and
4) copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1) If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2) The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3) The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made

within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4) The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5) The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6) The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7) Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:[7] 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $100 per federal fiscal year if a local unit of government and $250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

F. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

G. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

H. Single Audit Requirements: In accordance with federal requirements, a Contractor that expends during its fiscal year $500,000 or more of federal funds from all sources, including this Contract, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Contractor's fiscal year. The Contractor

must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

I. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

J. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

K. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;

- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

L. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

M. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

N. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

O. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

P. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

Q. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:
1

As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

[2] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

[3] Fee for Service is a rate established by the Contractor for a service or services rendered.

[4] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[5] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

[6] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

[7] Not applicable to not-for-profit entities.

VER 07/13

Certified by - on

Award Contract

Project No.	**Grantee Name**	
SH13-1053-D00	Suffolk County	10/28/2013

Budget Summary by Participant

Suffolk County

Suffolk County Dept of Fire Rescue & Emergency Svcs - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Operations Officer (full-time)	1	$44,626.00	$44,626.00	$44,626.00	$0.00
2	Clerk Typist	1	$62,258.00	$62,258.00	$62,258.00	$0.00
3	Overtime for Training/Exercises	1	$7,800.00	$7,800.00	$7,800.00	$0.00
4	Planning Aide (FRES)	1	$62,776.00	$62,776.00	$62,776.00	$0.00
5	CEEC Salary (10%)	1	$7,515.00	$7,515.00	$7,515.00	$0.00
6	Resources Management Officer (full-time)	1	$44,626.00	$44,626.00	$44,626.00	$0.00
Total				$229,601.00	$229,601.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Planning Aide (FRES)	1	$36,829.00	$36,829.00	$36,829.00	$0.00
2	Operations Officer (Full-time) (FRES)	1	$30,632.00	$30,632.00	$30,632.00	$0.00
3	Resources Management Officer (Full-time) (FRES)	1	$30,632.00	$30,632.00	$30,632.00	$0.00
4	CEEC Fringe Benefits	1	$1,781.00	$1,781.00	$1,781.00	$0.00
Total				$99,874.00	$99,874.00	$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds

1	CERT Recruit Academy Consultants	1	$3,900.00	$3,900.00	$3,900.00	$0.00
Total				$3,900.00	$3,900.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personal Protective Gear	01ZA-06-VEST	1	$1,869.00	$1,869.00	$1,869.00	$0.00
2	MRC Equipment (high visibility garments and related items)	01ZA-06-VEST	1	$5,000.00	$5,000.00	$5,000.00	$0.00
3	Encryption for Email and Data at Rest within our Network environment	05EN-00-ETRN	1	$75,000.00	$75,000.00	$75,000.00	$0.00
4	Cyber Security Systems Protection	05NP-00-IDPS	1	$50,000.00	$50,000.00	$50,000.00	$0.00
5	CERT Academy/Team Member First Aid Supplies	09MS-04-BAND	1	$490.00	$490.00	$490.00	$0.00
6	Critical Emergency Supplies/Equipment (water, MRE's, and related items)	21CR-00-FOOD	1	$43,742.00	$43,742.00	$43,742.00	$0.00
7	Computing Devices/Tablets (Health)	04HW-01-HHCD	1	$7,000.00	$7,000.00	$7,000.00	$0.00
8	Batteries and Maintenance System for Radios (Health)	10BC-00-BATT	1	$5,000.00	$5,000.00	$5,000.00	$0.00
9	Interoperable Communications - Upgrade to Existing Radio System (FRES) (Expenditures are prohibited pending EHP approval if not mobile or portable)	06CC	1	$75,000.00	$75,000.00	$75,000.00	$0.00
10	Asset Tracking System	04AP-07-INVN	1	$6,000.00	$6,000.00	$6,000.00	$0.00
11	K-9 Transport Cage for Tech Rescue/USAR Team	03SR-04-DOGS	1	$8,000.00	$8,000.00	$8,000.00	$0.00
12	Emergency Signage and Traffic Control Devices for Incident Management	03OE-03-SIGN	1	$26,049.00	$26,049.00	$26,049.00	$0.00
13	Digital Orthoimagery and Related Items (Expenditures are prohibited pending EHP approval if not mobile or portable)	04AP-03-GISD	1	$57,800.00	$57,800.00	$57,800.00	$0.00
14	License Plate Reader Equipment, including Laptops and Related Items (Expenditures are prohibited pending EHP approval if not mobile or portable)	14SW-01-SIDV	1	$33,000.00	$33,000.00	$33,000.00	$0.00
15	WMD Equipment Maintenance (FRES)	1	1	$40,000.00	$40,000.00	$40,000.00	$0.00
16	Tactical Equipment (protective padding, helmets, gas mask carriers, baton rings with grommets, and items)	01LE-01-HLMT	1	$30,500.00	$30,500.00	$30,500.00	$0.00
Total					$464,450.00	$464,450.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	CPR/AED Training Manuals and Fees	1	$1,645.00	$1,645.00	$1,645.00	$0.00
2	Blackberry Service (FRES)	1	$530.00	$530.00	$530.00	$0.00
3	EVDO/Hotspots (FRES)	1	$12,000.00	$12,000.00	$12,000.00	$0.00
4	Satellite Phone Service (FRES)	1	$25,000.00	$25,000.00	$25,000.00	$0.00
5	Satellite Internet Connectivity - MCUs (FRES)	1	$3,000.00	$3,000.00	$3,000.00	$0.00
Total				$42,175.00	$42,175.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$840,000.00	$840,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$840,000.00	$840,000.00	$0.00

Award Contract

Project No. **Grantee Name**

SH13-1053-D00 Suffolk County 10/28/2013

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant

funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

2. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 05/2013

Certified by - on

Award Contract

Project No.	**Grantee Name**	
SH13-1053-D00	Suffolk County	10/28/2013

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability
Primary - CBRNE Detection
Secondary - WMD/HazMat Response and Decontamination

Enhance capabilities to respond to all-hazards events (1.4, 1.8)

Task #1 for Objective #1

Purchase allowable WMD equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced CBRNE response and decontamination capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #2

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Counter-Terrorism and Law Enforcement

Target Capability
Primary - Counter-Terror Investigation and Law Enforcement

Secondary - Emergency Public Safety and Security Response

Establish/enhance regional response teams (4.1)

Task #1 for Objective #2

Purchase allowable protective/tactical equipment equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #3

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Counter-Terrorism and Law Enforcement

Target Capability
Primary - Counter-Terror Investigation and Law Enforcement
Secondary - Information Gathering and Recognition of Indicators and Warnings
Secondary - Intelligence/Information Sharing and Dissemination

Establish/enhance a terrorism intelligence/early warning system, center, or task force (4.3)

Task #1 for Objective #3

Purchase allowable information technology equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced information sharing and counterterrorism law enforcement capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #4

G & T Workplan Code - 04. Establish/enhance emergency operations center.

Investment Justification - Emergency Management

Target Capability
Primary - Emergency Operations Center Management
Secondary - On-Site Incident Management

Establish/enhance emergency operations center (5.10, 5.15, 5.16)

Task #1 for Objective #4

Purchase allowable incident management equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced incident management and response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #4

Conduct allowable planning activities related to homeland security initiatives.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Objective #5

G & T Workplan Code - 27. Establish/enhance emergency plans and procedures to reflect the National Response Plan.

Investment Justification - Emergency Management

Target Capability
Primary - Search and Rescue (Land-Based)
Secondary - On-Site Incident Management

Establish/enhance emergency plans and procedures to reflect the National Response Plan (5.10)

Task #1 for Objective #5

Purchase allowable technical rescue/USAR equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced Technical Rescue/USAR capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #6

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Interoperable Communications and Emergency Alerting

Target Capability
Primary - Communications

Develop/enhance interoperable communications system (6.9, 6.7)

Task #1 for Objective #6

Purchase allowable interoperable/emergency communications and technology equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable/emergency communications capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #7

G & T Workplan Code - 09. Establish/enhance citizen awareness of emergency preparedness, prevention and response.

Investment Justification - Citizen and Community Preparedness

Target Capability
Primary - Planning
Secondary - Citizen Evacuation and Shelter-In-Place
Secondary - Community Preparedness and Participation
Secondary - Critical Resource Logistics and Distribution

Establish/enhance citizen awareness of emergency preparedness, prevention and response (7.1)

Task #1 for Objective #7

Conduct allowable planning activities related to homeland security initiatives.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Task #2 for Objective #7

Purchase allowable critical emergency/mass care supplies and safety equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced emergency planning, citizen and community preparedness capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #8

G & T Workplan Code - 03. Establish/enhance cyber security program.

Investment Justification - Cyber Security

Target Capability
Primary - Planning
Secondary - Communications

Establish/enhance cyber security program (10.5)

Task #1 for Objective #8

Purchase allowable cyber security equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced cyber security preparedness capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract

Project No.	Grantee Name	
SH13-1053-D00	Suffolk County	10/28/2013

Special Conditions

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2013 SHSP GRANT

TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $840,000 for the 2013 SHSP Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services and to execute grant-related agreements.

PURPOSE OR GENERAL IDEA OF BILL: The SHSP FY2013 will provide funds to the Departments of Fire, Rescue & Emergency Services, Health Services, Police, Information Technology, and Public Works to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: These grant funds will enable FRES to sustain the positions of Planning Aide and Training Officers. It will also allow FRES to sustain satellite phone service, WMD equipment maintenance, cellular hot spots, MRE's and water, communication system upgrades, Citizen Corp Council, etc. It will allow SCPD to enhance its LPR program, Crisis Action Team program, and its cyber security system. Health Services will enhance their electronic communications and maintain their radio system. DPW will continue to enhance its Homeland Security efforts by purchasing emergency signage and traffic control devices. Lastly, IT will enhance its encryption and Digital Ortho Imagery programs.

FISCAL IMPLICATIONS: None

Intro. Res. No. 2003-13 Laid on Table 11/19/13
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $2,584,010 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2013" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded Suffolk County federal funds under the UASI FY2013 program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the UASI FY2013 will provide funds to the Departments of Fire, Rescue & Emergency Services, Health Services, Parks, Police, and Sheriff to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials; and

WHEREAS, this grant is for a twenty-four (24) month period from 09/01/2013 through 08/31/2015 in which the County will receive 100% grant funding in the amount of $2,584,010 for the UASI FY2013; and,

WHEREAS, said funds have not been included in the 2013 Operating Budget; and

WHEREAS, the UASI FY 2013 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of eight (8) positions total: one (1) Community Emergency Evacuation Coordinator (full-time); four (4) Resource Management Officers (part-time); two (2) Planning Aides (full-time); one (1) Clerk Typist (full-time), and

WHEREAS, these positions already exist unfunded in the 2013 Operating Budget in 001-FRE-3401 as position numbers 0300-0003 (Community Emergency Evacuation Coordinator), 0300-0004 (Resource Management Officer) and 0300-0008/9 (Planning Aides); and 001-FRE-3409-0200-0001 (Clerk Typist)

WHEREAS, the UASI FY 2013 grant includes funding for the purchase of one (1) all-terrain vehicle for the Sheriff's Office for the transport of CBRNE terrorism response equipment and personnel to incident sites; and

WHEREAS, the purchase of this vehicle will increase the fleet of the Sheriff's Office by one (1);and

WHEREAS, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase has been granted via duly enacted Resolution of the Suffolk County Legislature; and now therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $2,584,010 and appropriate said grant funds as follows:

UASI FY 2013 - $2,584,010

REVENUES	AMOUNT
001-FRE-4335– UASI 2013	$1,197,000
001-POL-4335 – UASI 2013	$ 660,000
001-HSV-4335 – UASI 2013	$ 225,500
001-SHF-4335 – UASI 2013	$ 414,000
001-PKS-4335 – UASI 2013	$ 7,500
001-MEO-4335 – UASI 2013	$ 80,000

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
UASI FY 2013
001-FRE-3413 - $1,017,843

1000 – Personnel Services	$389,389
1110 – Interim Salaries (for charging salaries from 001-3401)	$318,346
1120 – Overtime	$ 71,043
2000 – Equipment	$127,954
2090 – Communications Equipment	$107,954
2500 – Other Equipment	$ 20,000
3000 – Supplies	$270,500
3160 – Computer Software	$170,500
3330 – Food	$100,000
4400 – Rent	$105,000
4410 – Rent: Offices and Buildings	$105,000
4500 – Contractual Services	$125,000
4560 – Fees for Services – Non Employees	$125,000

Suffolk County Police Department
UASI FY2013
001-POL-3644 - $587,590

1000 – Personnel Services	$242,590
1120 – Overtime	$242,590
2000 – Equipment	$330,000
2500 – Other Equipment	$330,000
4000 – Contractual Expenses	$ 15,000
4770 – Special Services	$ 15,000

Suffolk County Dept of Health Services
UASI 2013
001-HSV-4639 - $224,779

1000 – Personnel Services	$ 2,279
1120 – Overtime	$ 2,279
2000 – Equipment	$ 90,000
2500 – Other Equipment	$ 90,000
3000 – Supplies	$107,500
3160 – Computer Software	$ 15,000
3370 - Medical, Dental and Lab Supplies	$ 75,000
3680 – Repairs & Maint – Special Equipment	$ 17,500
4500 – Contractual Services	$ 25,000
4560 – Fees for Service – Non Employees	$ 25,000

Suffolk County Sheriff's Office
UASI FY2013
001-SHF-3702 - $398,373

1000 – Personnel Services	$ 49,373
1120 – Overtime	$ 49,373
2000 – Equipment	$304,000
2130 – Boats & Marine	$178,000
2500 – Other Equipment	$126,000
3000 – Supplies	$ 30,000
3500 – Other Supplies	$ 10,000
3680 – Equipment Maintenance	$ 20,000
4000 – Contractual Expenses	$ 15,000
4015 – Cellular Telephones	$ 15,000

Suffolk County Medical Examiners Office
UASI 2013
001-MEO-4738 - $80,000

2000 – Equipment	$80,000
2080 – Medical, Dental & Lab Equipment	$80,000

Suffolk County Parks Department
UASI FY2013
001-PKS-7127- $5697

1000 – Personnel Services	$ 5,697
1120 – Overtime	$ 5,697

Employee Benefits

Social Security
001-EMP - 9030 - $37,691

8000 – Employee Benefits	$ 37,691
8330 – Social Security	$ 37,691

Employee Benefits
Retirement
001-EMP-9010 – $111,180

Employee Benefits	$157,358
8280 – Retirement	$157,358

Employee Benefits
Welfare Fund
001-EMP-9080 - $4,218

Employee Benefits	$ 5,868
8380 – Welfare Fund Contribution	$ 5,868

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $49,501

Employee Benefits	$ 68,800
9600 Transfer of Funds	$ 68,800

Employee Benefits
Major Medical Claims
039-EMP-9060

Employee Benefits	$ 68,800
8360 – Health Insurance	$ 68,800

And be it futher

2nd RESOLVED, that the following interfund revenues for Employee Medical Health Plan be accepted as follows:

REVENUES

039-IFT-R001 Transfer from General Fund	$ 68,800

And be it further

3rd RESOLVED, that the following positions be and they hereby are continued in the Department of Fire, Rescue and Emergency Services and funded by the UASI 2013 grant:

Department of Fire, Rescue & Emergency Services

Position No.	Spec No.	Position Title	JC	Gr	No.
	001-3401 FRES GRANT POSTIONS				
3401-0300-0003	5803	Comm Emerg Evac Coord	C	23	1
3401-0300-0004/5/6/7	5808	Resource Mgmt Officer EP-	C	16	4
3401-0300-0008/9	1510	Planning Aide	C	17	2
3401-0300-0015	0021	Clerk Typist	C	09	1

4th RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this Resolution at the conclusion of the grant funding provided for such positions created by said grant; and be it further

5th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

6th RESOLVED, that the County Legislature hereby authorizes the increase of the fleet of the Sheriff's Office by one (1); and be it further

7th RESOLVED, the purchase of one (1) all-terrain vehicle for the Sheriff's Office is hereby approved pursuant to Chapter 186-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the county vehicle standard, and be it further

8th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(C)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1.Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: ___X_____

2.Title of Proposed Legislation
ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $2,584,010 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2013" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

3. Purpose of Proposed Legislation

To support planning, equipment, training and exercise needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

Accept and appropriate UASI 2013 Grant funding in the Departments of FRES, Health Services, Parks, Police, and Sheriff.

Fund one (1) full-time Community Emergency Evacuation Coordinator position (001-FRE-3401-0300-0003), four (4) part-time Resource Management Officers positions (001-FRE-3401-0300-0004/5/6/7), two (2) full-time Planning Aide positions (001-FRE-3401-0300-0008/9), and one (1) full- time Clerk Typist position (001-FRE-3409-0200-0001).

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No __X__

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
$2,584,010 - UASI FY2013

8. Proposed Source of Funding
NYS Div of Homeland Security & Emerg Svcs pass-through of US Dept of Homeland Security

9.Timing of Impact: 09/01/2013 – 08/31/2015

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo, Grants Analyst		October 28, 2013

SCIN FORM 175b (10/95)

Nicholas Pascua Jr.

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 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.

To be completed by the Executive Budget Office

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D, MHS Commissioner

August 29, 2013

The Honorable Steve N. Bellone
Suffolk County Executive
100 Veterans Memorial Highway
PO Box 6100
Hauppauge, New York 11788-0099

Dear Mr. Bellone: Steve

I am pleased to announce that Suffolk County is awarded $2,584,010 under the FY2013 Urban Area Security Initiative (UASI) and $1,120,000 under the State Homeland Security Grant Program (SHSP). Per Federal guidelines, 25 percent ($646,003 and $280,000 respectively) of your award must be directed towards law enforcement terrorism prevention activities. The law enforcement initiatives should be consistent with the efforts of your local Counter-Terrorism Zone (CTZ).

In my letter to you on May 31, 2013 I outlined the following State priorities these grant funds are intended to sustain or enhance: Building Sustainable Systems, Sustaining and Maintaining Useful Capabilities, Building and Sustaining Interoperable Communications Systems, Maintaining Core Planning and Response Capabilities, Developing Regional Capabilities and Focusing on Worst Case Planning.

The UASI and SHSP grant performance period is only 24 months (September 1, 2013 through August 31, 2015). An extension of the performance period is highly unlikely. Therefore, it is imperative that you execute your projects as quickly as possible. My grants management staff will work with your designated UASI and SHSP grant program points of contact to provide additional administrative guidance and to expedite execution of a grant contract. I ask that you begin your local administrative process to be able to accept these funds as quickly as possible.

Thank you for your continued support of New York State's Homeland Security Program. DHSES remains committed to providing you outstanding support in the administration of your homeland security initiatives. If you have any questions please feel free to contact me directly at (518) 242-5000.

Sincerely,

Jerome M. Hauer, Ph.D, MHS
Commissioner

1220 Washington Avenue, State Office Building Campus
Building 7A, Suite 610
Albany, NY 12242

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C973733 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809	INITIAL CONTRACT PERIOD: FROM TO FUNDING AMOUNT FOR INITIAL PERIOD: $2,584,010.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date:

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____

Award Contract

Project No.	**Grantee Name**	
UN13-1006-D00	Suffolk County	10/28/2013

Award Contract

Project No.	**Grantee Name**	
UN13-1006-D00	Suffolk County	10/28/2013

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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.

December, 2012

Certified by - on

Award Contract

Project No.	**Grantee Name**	
UN13-1006-D00	Suffolk County	10/28/2013

APPENDIX A-1
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Appendix A: Appendix A, Standard Clauses as required by the Attorney General for all State contracts, is hereby attached and

incorporated in this Contract and takes precedence over all other parts of this Contract.

B. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

C. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

D. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

E. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1) Appendix A
2) Modifications to the Face Page
3) Modifications to Appendices A-1, B, C and D
4) The Face Page
5) Appendices A-1 and Appendix B, Appendix C and Appendix D
6) Other attachments, including, but not limited to, the request for proposal or program application

F. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

H. Contract Period: The period of this Contract shall be as specified on the face page hereof.

I. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

J. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

K. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the

remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

L. Notice:

1) All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a) by certified or registered United States mail, return receipt requested;
b) by facsimile transmission;
c) by personal delivery;
d) by expedited delivery service; or
e) by e-mail.

2) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. 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 the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 shall be considered to be 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 DHSES and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.[1]

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1) General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2) Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1) Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c) Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure.' For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2) Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or
ii. certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3) Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4) Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or
b) the return of any real property or equipment purchased under the terms of the Contract; or
c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2) The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, 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.

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5) If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1) The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[2] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[3] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[4] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[5] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:[6] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3) The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4) The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5) The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6) All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7) All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2) 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 principle 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. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This 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.

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2) If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3) In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in

Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1) If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2) The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a) The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b) Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3) DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4) The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5) The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/agencies/travel/travel.htm.

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying

the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7) Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a) A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b) The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c) Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(l)(7)(b) or (c) herein must make all procurements as noted below:

i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

a) By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

b) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before DHSES may approve a request for Assignment of Contract.

c) During the term of the Contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

d) DHSES reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the

performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4) When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5) When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in

its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2) For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5) The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1) General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1) Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2) Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3) Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not

discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Contract shall be performed within the State of New York, the 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 the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2) The Contractor 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;

3) The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4) At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1) If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2) any debts owed for UI contributions, interest, and/or penalties;
3) the history and results of any audit or investigation; and
4) copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1) If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2) The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3) The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made

within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4) The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5) The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6) The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7) Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:[7] 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $100 per federal fiscal year if a local unit of government and $250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

F. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

G. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

H. Single Audit Requirements: In accordance with federal requirements, a Contractor that expends during its fiscal year $500,000 or more of federal funds from all sources, including this Contract, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Contractor's fiscal year. The Contractor

must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

I. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

J. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

K. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;

- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

L. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

M. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

N. Equipment and Property:

1) Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2) Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

O. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

P. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

Q. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:
1

As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

[2] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

[3] Fee for Service is a rate established by the Contractor for a service or services rendered.

[4] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[5] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

[6] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

[7] Not applicable to not-for-profit entities.

VER 07/13

Certified by - on

Award Contract

Project No.	**Grantee Name**	
UN13-1006-D00	Suffolk County	10/28/2013

Budget Summary by Participant

Suffolk County

Suffolk County Dept of Fire Rescue & Emergency Svcs - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime - Training, Exercises, Maintenance (FRES)	1	$72,139.00	$72,139.00	$72,139.00	$0.00
2	Clerk Typist (1-full-time) (FRES)	1	$34,029.00	$34,029.00	$34,029.00	$0.00
3	Overtime - Training, Exercises, Maintenance (HLTH)	1	$2,314.00	$2,314.00	$2,314.00	$0.00
4	Per-diem Instructors for Emergency Preparedness Training (HLTH)	1	$5,000.00	$5,000.00	$5,000.00	$0.00
5	Materiels Control Clerk (1-part-time) (FRES)	1	$23,350.00	$23,350.00	$23,350.00	$0.00
6	Overtime - Training/Exercises (Parks)	1	$5,785.00	$5,785.00	$5,785.00	$0.00
7	Community Emergency Evacuation Coordinator (1-full-time) (FRES)	1	$81,625.00	$81,625.00	$81,625.00	$0.00
8	Overtime - Training/Exercises - Associated Law Enforcement Agencies (ALEA)	1	$15,000.00	$15,000.00	$15,000.00	$0.00
9	Overtime - Training/Exercises (SCPD)	1	$184,830.00	$184,830.00	$184,830.00	$0.00
10	Overtime - Training/Exercises (SHF)	1	$50,135.00	$50,135.00	$50,135.00	$0.00
11	Resources Management Officer (1-full-time) (FRES)	1	$44,626.00	$44,626.00	$44,626.00	$0.00
12	Planning Aide (2-full-time) (FRES)	1	$111,565.00	$111,565.00	$111,565.00	$0.00

13	Overtime - Critical Infrastructure Patrols and Exercises (SCPD) (Requires Prior DHS Approval)	1	$57,760.00	$57,760.00	$57,760.00	$0.00
	Total			$688,158.00	$688,158.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Materiels Control Clerk (P/T) (FRES)	1	$1,787.00	$1,787.00	$1,787.00	$0.00
2	OT Training/Exercises (SCPD)	1	$55,170.00	$55,170.00	$55,170.00	$0.00
3	OT Training/Exercise/Maintenance (FRES)	1	$21,389.00	$21,389.00	$21,389.00	$0.00
4	Clerk Typist (F/T) (FRES)	1	$28,229.00	$28,229.00	$28,229.00	$0.00
5	Overtime - Critical Infrastructure Patrols and Exercises (SCPD) (Requires Prior DHS Approval)	1	$17,240.00	$17,240.00	$17,240.00	$0.00
6	Resources Management Officer (F/T) (FRES)	1	$30,632.00	$30,632.00	$30,632.00	$0.00
7	OT Training/Exercise/Maintenance (HLTH)	1	$686.00	$686.00	$686.00	$0.00
8	Community Emerg Evac Coord (1-f/t) (FRES)	1	$45,358.00	$45,358.00	$45,358.00	$0.00
9	Planning Aides (2-F/T) (FRES)	1	$73,817.00	$73,817.00	$73,817.00	$0.00
10	OT Training/Exercises (PKS)	1	$1,715.00	$1,715.00	$1,715.00	$0.00
11	Overtime - Training/Exercises (SHF)	1	$14,865.00	$14,865.00	$14,865.00	$0.00
	Total			$290,888.00	$290,888.00	$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consultant Services for USAR Medical Training (HLTH)	1	$20,000.00	$20,000.00	$20,000.00	$0.00
2	Consultant - Debris Management Plan (FRES)	1	$125,000.00	$125,000.00	$125,000.00	$0.00
	Total			$145,000.00	$145,000.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Cell Phone Investigative Equipment System (SCPD)	13LE-00-SURV	1	$330,000.00	$330,000.00	$330,000.00	$0.00
2	Belt Trauma Kits and Related Health Emergency Preparedness Items (SHF)	09MS-04-TNQT	1	$10,000.00	$10,000.00	$10,000.00	$0.00
3	Maintenance and Repair of Military Surplus Vehicles (SHF)	21GN-00-MAIN	1	$20,000.00	$20,000.00	$20,000.00	$0.00
4	Amphibious Marine Craft (SHF) (Pending DHS approval)	17WC-00-BOAT	1	$178,000.00	$178,000.00	$178,000.00	$0.00
5	Emergency Response Trailer (HLTH)	12TR-00-TEQP	1	$30,000.00	$30,000.00	$30,000.00	$0.00
6	USAR Medical Training Equipment	09ME-01-MCIK	1	$50,000.00	$50,000.00	$50,000.00	$0.00
7	PPE for USAR Medical Unit (HLTH)	01SW-01-SUIT	1	$10,000.00	$10,000.00	$10,000.00	$0.00
8	Pharmaceuticals (HLTH)	09MS-01-MEDS	1	$75,000.00	$75,000.00	$75,000.00	$0.00
9	Interoperable Communications Equipment/Portable Radios (FRES)	06-CO-01-PORT	1	$107,964.00	$107,964.00	$107,964.00	$0.00
10	Mass Fatality Equipment (stretchers, bone saws and related medical equipment) (MEO)	09MO-01-BSAW	1	$40,000.00	$40,000.00	$40,000.00	$0.00
11	Portable X-Ray Machines and Related Items (MEO)	02EX-01-XRAP	1	$40,000.00	$40,000.00	$40,000.00	$0.00
12	Mobile Satellite Phones (SHF)	06CC-03-SATM	1	$15,000.00	$15,000.00	$15,000.00	$0.00
13	Mobile Observation Tower (SHF)	13LE-00-SURV	1	$88,000.00	$88,000.00	$88,000.00	$0.00
14	Portable License Plate Reader (LPR)/ Variable Message Sign Combination Trailer (SHF)	13LE-00-SURV	1	$38,000.00	$38,000.00	$38,000.00	$0.00
	PPE and Related Items for Decon Strike Team	01CB-02-					

15	(FRES)	ENSM	1	$20,000.00	$20,000.00	$20,000.00	$0.00
16	Warehouse Lease for WMD Equipment (FRES)	21GN-00-LEAS	1	$105,000.00	$105,000.00	$105,000.00	$0.00
17	Critical Emergency Supplies (FRES)	21CR-00-FOOD	1	$100,000.00	$100,000.00	$100,000.00	$0.00
Total					$1,256,964.00	$1,256,964.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Emergency Notification System (Code Red) (FRES)	1	$160,000.00	$160,000.00	$160,000.00	$0.00
2	E-Team Support Renewal (FRES)	1	$10,500.00	$10,500.00	$10,500.00	$0.00
3	FirstWatch Biosurveillance Software Maintenance (HLTH)	1	$15,000.00	$15,000.00	$15,000.00	$0.00
4	CAREPoint Maintenance (HLTH)	1	$15,000.00	$15,000.00	$15,000.00	$0.00
5	Medical Control Base station service (HLTH)	1	$2,500.00	$2,500.00	$2,500.00	$0.00
Total				$203,000.00	$203,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$2,584,010.00	$2,584,010.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$2,584,010.00	$2,584,010.00	$0.00

Award Contract

Project No. **Grantee Name**

UN13-1006-D00 Suffolk County 10/28/2013

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

2. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 05/2013

Certified by - on

Award Contract

Project No.	**Grantee Name**	
UN13-1006-D00	Suffolk County	10/28/2013

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Build and Sustain Regional Public Safety Interoperable Communications

Target Capability
Primary - Communications
Secondary - Emergency Public Information and Warning

Develop/enhance interoperable communications systems (6.7)

Task #1 for Objective #1

Purchase allowable interoperable and emergency communications equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communications capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #2

G & T Workplan Code - 27. Establish/enhance emergency plans and procedures to reflect the National Response Plan.

Investment Justification - Build and Sustain CBRNE Detection and Response Capabilities

Target Capability
Primary - Planning
Secondary - On-Site Incident Management
Secondary - Risk Management

Establish/enhance emergency plans and procedures to reflect the National Response Plan (7.1, 7.3, 7.6)

Task #1 for Objective #2

Conduct allowable planning activities related to homeland security initiatives.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Task #2 for Objective #2

Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first responders.

#	Performance Measure
1	Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Task #3 for Objective #2

Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. This in turn will help to identify training curriculum gaps. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

#	Performance Measure
1	Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Objective #3

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - Build and Sustain CBRNE Detection and Response Capabilities

Target Capability
Primary - Critical Resource Logistics and Distribution
Secondary - Search and Rescue (Land-Based)

Secondary - WMD/HazMat Response and Decontamination

Enhance capabilities to respond to all-hazards events (5.11)

Task #1 for Objective #3

Purchase allowable search and rescue, PPE and CBRNE detection, response,and/or decontamination equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced search and rescue and CBRNE detection, response, and/or decontamination capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #4

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Operational Readiness/NIMS

Target Capability
Primary - Intelligence/Information Sharing and Dissemination
Secondary - Counter-Terror Investigation and Law Enforcement
Secondary - Information Gathering and Recognition of Indicators and Warnings

Establish/enhance a terrorism intelligence/early warning system, center, or task force (4.3)

Task #1 for Objective #4

Purchase allowable law enforcement operations equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced law enforcement response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #5

G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Investment Justification - Protecting Critical Infrastructure and Building Fusion Center Assets

Target Capability
Primary - Critical Infrastructure Protection
Secondary - Counter-Terror Investigation and Law Enforcement

Assess vulnerability of and/or harden/protect critical infrastructure and key assets (2.10)

Task #1 for Objective #5

Purchase allowable critical infrastructure protection equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced critical infrastructure protection capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #5

Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first

responders.

#	Performance Measure
1	Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the prevention, response or recovery capabilities in the jurisdiction.

Task #3 for Objective #5

Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. This in turn will help to identify training curriculum gaps. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

#	Performance Measure
1	Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Objective #6

G & T Workplan Code - 07. Administer and manage the Homeland Security Grant.

Investment Justification - Build and Sustain CBRNE Detection and Response Capabilities

Target Capability
Primary - Planning

Administer and manage the Homeland Security Grant (5.15)

Task #1 for Objective #6

Conduct management and administrative activities that support the homeland security initiatives. Ensure all programmatic, fiscal and reporting requirements of the grant are being followed, completed and submitted in a timely manner.

#	Performance Measure
1	Management and administrative activities conducted. Provide a brief narrative reporting activities completed. All programmatic, fiscal and reporting requirements completed and submitted in a timely manner.

Objective #7

G & T Workplan Code - 25. Enhance integration of metropolitan area public health/medical & emergency management.

Investment Justification - Build and Maintain Public Health Readiness

Target Capability
Primary - Mass Prophylaxis
Secondary - Emergency Triage and Pre-Hospital Treatment
Secondary - Medical Supplies Management and Distribution

Enhance integration of metropolitan area public health/medical and emergency management (9.4, 9.6)

Task #1 for Objective #7

Purchase allowable mass prophylaxis and health emergency preparedness equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced health emergency preparedness capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract

Project No.	Grantee Name	
UN13-1006-D00	Suffolk County	10/28/2013

Special Conditions

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2013 UASI GRANT

TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,584,010 for the 2013 UASI Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services and to execute grant-related agreements.

PURPOSE OR GENERAL IDEA OF BILL: The UASI FY2013 will provide funds to the Departments of Fire, Rescue & Emergency Services, Health Services, Parks, Police, and Sheriff to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: These grant funds will sustain the CEEC, Planning Aides, and Resource Management Officers positions in FRES as well as overtime costs for the department as it relates to Homeland Security. In addition, it will allow FRES to sustain the warehouse lease to store WMD equipment, enhance electronic communications and maintain the radio system. It will also allow FRES to enhance the Decon Strike Team and computer software. FRES will also contract with a consultant to establish a debris management plan. It will allow SCPD to enhance its First Watch Biosurveillance Software, USAR medical training instruction and equipment, and Medical Control Base station service. The Sheriff's Department will enhance its LPR program, communications system, and equipment maintenance. It will allow the Parks Department to provide overtime for training exercises. Lastly, it will allow the Medical Examiner's Office to purchase medical and lab equipment.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: October 26, 2013

SUBJECT: Request for Introductory Resolution: UASI FY2013 Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $2,584,010 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the Urban Area Security Initiative (UASI) FY2013 Grant. In addition to this department, the grant provides funding for the Parks Department, Police Department, Department of Health Services, and the Sheriff's Department.

The grant provides funding to support planning, equipment and training needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive matters.

If you have any questions, please contact Sue Nielsen of my office at 25338.

JFW:smn

Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive

PO BOX 127 – YAPHANK AVENUE
YAPHANK, NEW YORK 11980-0127

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

Intro. Res. No. 2004-13 Laid on Table 11/19/13
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. –2014, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITYAND EMERGENCY SERVICES IN THE AMOUNT OF $51,000 FOR THE 2013 HAZ MAT GRANT PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded Suffolk County federal funds under the 2013 HazMat Grant Program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, the 2013 HazMat Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response, and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system; and

WHEREAS, this grant is for a twenty-four (24) month period from 09/1/2013 through 08/31/15 in which the County will receive 100% grant funding in the amount of $51,000 for the 2013 HazMat Grant Program; and,

WHEREAS, said funds have not been included in the 2014 Operating Budget; and now therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $51,000 and appropriate said grant funds as follows:

2013 HazMat Grant Program - $51,000

REVENUES	AMOUNT
001-FRE-4333 – 2013 HazMat Grant	$51,000

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
2013 HazMat Grant Program
001-FRE-3414 - $51,000

2000 – Equipment	$21,000
2260 – Public Safety Equipment	$21,000
3000 – Supplies	$26,970
3160 – Computer Software	$5,500
3680 – Repairs and Maintenance: Special Equipment	$21,470
4000 – Contractual Expenses	$3,030
4560 – Fees for Services: Non Employees	$3,030

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

2004

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: ___X___

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITYAND EMERGENCY SERVICES IN THE AMOUNT OF $51,000 FOR THE 2013 HAZ MAT GRANT PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

3. Purpose of Proposed Legislation

The 2013 HazMat Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response, and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system; and,

Accept and appropriate 2013 HazMat Grant funding in the SC Departments of FRES.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No __X__

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.

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

$51,000 – FRES

8. Proposed Source of Funding

NYS Division of Homeland Security & Emergency Services pass-through of US Dept of Homeland Security

9. Timing of Impact: 09/1/2013 through 08/31/2015

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo – Grants Analyst		October 28, 2013

SCIN FORM 175b (10/95)

2004

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 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.

To be completed by the Executive Budget Office

2004

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor | Jerome M. Hauer Ph.D., MHS, Commissioner

September 6, 2013

The Honorable Steve N. Bellone
Suffolk County Executive
100 Veterans Memorial Highway
PO Box 6100
Hauppauge, New York 11788

Dear Mr. Bellone:

I am pleased to announce that the NYS Division of Homeland Security and Emergency Services (DHSES) is awarding Suffolk County and its regional partnership $51,000, under the FY2013 Hazmat Grant Program. Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program (SHSP).

A representative from DHSES's Federal Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Mr. Tony Pesce at (518) 242-5108.

Congratulations on your award! We look forward to working with you to administer this program.

Sincerely,

Jerome M. Hauer, Ph.D., MHS
Commissioner

cc: Mr. Joseph Williams, Commissioner, Suffolk County Department of Fire, Rescue & Emergency Services

2004

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2013 HAZMAT GRANT

TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $51,000 for the 2013 HazMat Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services and to execute grant-related agreements.

PURPOSE OR GENERAL IDEA OF BILL: To provide funds to the Department of Fire, Rescue & Emergency Services to promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response, and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow Suffolk County FRES to work within the local, state and federal levels to develop a collaborative regional Type I level hazmat response for all of Suffolk County. It allows us to maintain robust partnerships for education, training and true capacity-building for our team. HazMat 2013 funds will be utilized to sustain our capabilities to detect, respond to, and decontaminate areas affected by CBRNE.

JUSTIFICATION: The acceptance of the HazMat 2013 grant funds is vital for the Suffolk County Department of Fire, Rescue & Emergency Services to protect our residents from Chemical, Biological, Radiological, Nuclear, and high-yield Explosives (CBRNE). Fostering collaboration between levels of government is critical to ensuring a most successful defense from and reaction to such crises. It is our intention, for example, to incorporate our current decontamination strike team, suit rescue teams and radiation surveillance capacity within the initial automatic response in comparison to past practice of awaiting local request. With the HazMat 2013 funds, we will purchase HazMat detection and mitigation equipment as well as train the appropriate personnel on its proper use. Funds will also be used to maintain and calibrate HazMat equipment. We will continually work to refine our response efforts based on hazardous assessments and review of deficiencies of current procedure and/or equipment after planned exercises or spontaneous events.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

2004

JOSEPH F. WILLIAMS
COMMISSIONER

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: October 28, 2013

SUBJECT: Request for Introductory Resolution: 2013 Haz Mat Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $51,000 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the 2013 HazMat Grant.

The grant provides funding to promote the development of regional partnerships among the State HazMat community; to build sustainable CBRNE Detection, Response, and Decontamination Capabilities; and to enhance the standing of the State's HazMat teams within FEMA's typing system.

If you have any questions, please contact Joel Vetter at x24856 or Sue Nielsen at x25338.

JFW:smn

Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations

PO BOX 127 – YAPHANK AVENUE
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FAX: (631) 852-4861

Intro. Res. No. 2005-13 Laid on Table 11/19/13
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, APPROVING AN INCREASE IN THE FLEET OF THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

WHEREAS, the Department of Fire, Rescue & Emergency Services finds that one (1) compression trailer is required to fill/refill self-contained breathing apparatus cylinders at incident scenes; three (3) fuel cell trailers to transport various types of fuel within a scene to refuel various pieces of equipment ensuring their continual operation; three (3) generators to deploy to emergency incidents to ensure uninterrupted emergency operations; and one (1) refrigeration trailer to properly store supplies requiring refrigeration at emergency scenes; and

WHEREAS, the vehicles are 100% funded through the UASI FY2010/2011 and SHSP FY2009/2010 grants; and

WHEREAS, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle via lease or purchase, has been granted via a duly enacted resolution of the Suffolk County Legislature; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this 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 material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; and be it further

2nd RESOLVED, that the County Legislature hereby authorizes the fleet of the Suffolk County Department of Fire, Rescue and Emergency Services be increased by one (1) compression trailer, three (3) fuel cell trailers, three (3) generators, and one (1) refrigeration trailer pursuant to Chapter 186-2(b)(6) of the Suffolk County Code, and in accordance with or exceeding the County Vehicle Standards.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2005

1. Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: ____X_____

2. Title of Proposed Legislation

Approving an increase in the fleet of the Suffolk County Department of Fire, Rescue & Emergency Services

3. Purpose of Proposed Legislation

The Department of Fire, Rescue & Emergency Services finds that one (1) compression trailer is required to fill/refill self-contained breathing apparatus cylinders at incident scenes; three (3) fuel cell trailers to transport various types of fuel within a scene to refuel various pieces of equipment ensuring their continual operation; three (3) generators to deploy to emergency incidents to ensure uninterrupted emergency; and one (1) refrigeration trailer to properly store supplies requiring refrigeration at emergency scenes.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No __X__

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.

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

8. Proposed Source of Funding

UASI FY2010/2011 and SHSP FY2009/2010 Grants

9. Timing of Impact:

10. Typed Name & Title of Preparer	**11. Signature of Preparer**	**12. Date**
Jared A. Cirillo – Grants Analyst		10-26-13

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2005

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 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.

To be completed by the Executive Budget Office

2005

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: An act to approve an increase in the fleet of the Suffolk County Department of Fire, Rescue and Emergency Services.

PURPOSE OR GENERAL IDEA OF BILL: To approve an increase in the fleet of the Suffolk County Department of Fire, Rescue and Emergency Services.

SUMMARY OF SPECIFIC PROVISIONS: The Department of Fire, Rescue & Emergency Services finds that one (1) compression trailer is required to fill/refill self-contained breathing apparatus cylinders at incident scenes; three (3) fuel cell trailers to transport various types of fuel within a scene to refuel various pieces of equipment ensuring their continual operation; three (3) generators to deploy to emergency incidents to ensure uninterrupted emergency; and one (1) refrigeration trailer to properly store supplies requiring refrigeration at emergency scenes.

JUSTIFICATION: When grant funding became available in the UASI and SHSP grant programs, the Department of Fire, Rescue and Emergency Services identified the need for the above mentioned vehicles.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

2005

JOSEPH F. WILLIAMS
COMMISSIONER

STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

JOHN G. JORDAN, SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: October 26, 2013

SUBJECT: Request for Introductory Resolution: Increase in the Fleet of Suffolk County Department of Fire, Rescue & Emergency Services

Enclosed for further processing is an introductory resolution and supporting documents to increase the fleet of the Suffolk County Department of Fire, Rescue & Emergency Services.

If you have any questions, please contact Sue Nielsen of my office at x25338.

JFW:smn

Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive

PO BOX 127 – YAPHANK AVENUE
YAPHANK, NEW YORK 11980-0127

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

2006

Intro. Res. No. -2013 Laid on Table 11/19/13

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, AUTHORIZING A NEW INTER-MUNICIPAL AGREEMENT IN CONNECTION WITH PHASE II STORMWATER ABATEMENT TO LAKE AGAWAM WITHIN THE VILLAGE OF SOUTHAMPTON (CP 8240.118 AND CP 8240.327

WHEREAS, an inter-municipal agreement (IMA), Law No. 13-EE-006, was fully executed on May 11, 2012 for this project; and

WHEREAS, due to the effects of Super Storm Sandy during the end of 2012 and the strain that was put on Village staff, the Village was unable to complete the stormwater improvements before the expiration of the original contract term on December 31, 2012; and

WHEREAS, the County Attorney's Office has determined that since the original contract has expired more than six (6) months ago, a new resolution and a new IMA is required for this project; and

WHEREAS, the amount of funding has not changed and there is no change in scope of work for this project; and

WHEREAS, a letter from the Village of Southampton dated April 16, 2013 was received by the County to certify that all Phase II work has been completed; and

WHEREAS, there remains funding for this project that currently resides is CP 8240.118 ($12,500) and in CP 8240.327 ($127,500); now, therefore be it

1st **RESOLVED**, that the funding that currently resides in CP 8240.118 ($12,500) and in CP 8240.327 ($127,500) be retained in these Capital Project accounts to be used to pay out on this project; and be it further

2nd **RESOLVED**, a new inter-municipal agreement (IMA) will be drafted between the County of Suffolk and the Village of Southampton that will extend the term of the original IMA through September 30, 2014; and be it further

3rd **RESOLVED,** all other provisions of resolutions 909-2011 and 123-2012 shall remain in full force and effect.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2006

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 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.

To be completed by the Executive Budget Office

2006

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

3. Title of Proposed Legislation:

RETAINING CAPITAL PROJECT FUNDS IN CONNECTION WITH PHASE II STORMWATER ABATEMENT TO LAKE AGAWAM WITHIN THE VILLAGE OF SOUTHAMPTON (CP 8240.118 AND CP 8240.327)

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:

N/A

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

N/A

8. Proposed Source of Funding

This resolution retains Capital Project funds in the amount of $140,000 in CP 8240.118 ($12,500) and CP 8240.327 ($127,500) that were originally transferred from Fund 477 for Phase II Stormwater Abatement to Lake Agawam within the Village of Southampton.

9. Timing of Impact

N/A - Upon passage

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning		10/24/2013

SCIN FORM 175b (10/95)

2006

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Resolution:
RETAINING CAPITAL PROJECT FUNDS IN CONNECTION WITH PHASE II STORMWATER ABATEMENT TO LAKE AGAWAM WITHIN THE VILLAGE OF SOUTHAMPTON (CP 8240.118 AND CP 8240.327)

PURPOSE OR GENERAL IDEA OF BILL:
This resolution is to retain Capital Project funds in the amount of $140,000 that were originally transferred from Water Quality Fund 477, to pay for this project and to extend the term of the original contract between Suffolk County and the Village of Southampton with a new IMA.

SUMMARY OF SPECIFIC PROVISIONS:
The Village of Southampton has implemented Phase II stormwater improvements at Lake Agawam. Inter-Municipal Agreement (IMA), Law No. 13-EE-006, between the County and Village was executed on May 11, 2012 for Phase II Stormwater Abatement to Lake Agawam within the Village of Southampton. The IMA expired on December 31, 2012 before work was completed; work has now been completed. The amount of funding has not changed and there is no change in the scope of work.

JUSTIFICATION:
The funding for this stormwater abatement project was recommended by the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. Reducing pollution from stormwater is necessary to protect Suffolk County's ground and surface waters.

FISCAL IMPLICATIONS
There is no fiscal impact to the General Fund. The funding for this project was moved from Fund 477 (¼% sales tax generated fund for water quality projects) to Capital Project accounts (CP 8240.118 and CP 8240.327) in 2011. This resolution is to retain the funding in these accounts and extend the term of the original contract so the Village of Southampton can get reimbursed for the project.

COUNTY OF SUFFOLK

2006

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

October 1, 2013

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

Dear Mr. Schneider:

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

RETAINING CAPITAL PROJECT FUNDS IN CONNECTION WITH PHASE II STORMWATER ABATEMENT TO LAKE AGAWAM WITHIN THE VILLAGE OF SOUTHAMPTON (CP 8240.118 AND CP 8240.327)

Inter-Municipal Agreement (IMA), Law No. 13-EE-006, between the County and Village was executed on May 11, 2012 for Phase II Stormwater Abatement to Lake Agawam within the Village of Southampton. The IMA expired on December 31, 2012 before work was completed; work has now been completed.

This resolution is to retain Capital Project funds in the amount of $140,000 that were originally transferred from Water Quality Fund 477, to pay for this project and to extend the term of the original contract with a new IMA. The amount of funding has not changed and there is no change in the scope of work.

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

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner
Department of Economic Development and Planning

JM:jm
Enc.

cc: Dennis Cohen, Chief Deputy County Executive
Tom Vaughn, County Executive Assistant
Connie Corso, Budget Director

LOCATION
H. LEE DENNISON BLDG. – 11th FLOOR
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099

PHONE (631) 853-4800
FAX (631) 853-4767

Intro. Res. No. 2007-2013 Laid on Table 11/19/13
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, AUTHORIZING A NEW INTER-MUNICIPAL AGREEMENT IN CONNECTION WITH INSTALLATION OF STORMWATER RUNOFF FILTERS WITHIN THE VILLAGE OF BABYLON (CP 8240.116 AND CP 8240.320)

WHEREAS, an inter-municipal agreement (IMA), Law No. 09-EE-001, was fully executed on October 13, 2009 for this project with the terms of the agreement from June 1, 2009 through December 31, 2010; and

WHEREAS, a First Amendment of inter-municipal agreement, Law No. 09-EE-001A, was fully executed on June 24, 2011 for this project with the terms of the agreement being extended through December 31, 2012; and

WHEREAS, due to the effects of Super Storm Sandy during the end of 2012 and the strain that was put on Village staff, the Village was unable to complete the stormwater improvements before the expiration of the original contract term on December 31, 2012; and

WHEREAS, the County Attorney's Office has determined that since the original contract has expired more than six (6) months ago, a new resolution and a new IMA is required for this project; and

WHEREAS, the amount of funding has not changed and there is no change in scope of work for this project; and

WHEREAS, the project scope of work includes the purchase, installation, and monitoring of Stormwater Runoff Filters to reduce stormwater runoff impacts within the Village boundaries; and

WHEREAS, a letter from Savik & Murray, LLP on behalf of the Village of Babylon dated October 23, 2013 was received by the County to request a time extension for this project; and

WHEREAS, there remains funding for this project that currently resides in CP 8240.116 ($5,000) and in CP 8240.320 ($305,000); now, therefore be it

1st **RESOLVED**, that the funding that currently resides in CP 8240.116 ($5,000) and in CP 8240.320 ($305,000) be retained in these Capital Project accounts to be used to pay out on this project; and be it further

2nd **RESOLVED**, a new inter-municipal agreement (IMA) will be drafted between the County of Suffolk and the Village of Babylon that will extend the term of the original IMA through December 31, 2014; and be it further

3rd **RESOLVED,** all other provisions of resolutions 926-2008 and 90-2009 shall remain in full force and effect.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

2007

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

3. Title of Proposed Legislation:

RETAINING CAPITAL PROJECT FUNDS IN CONNECTION WITH INSTALLATION OF STORMWATER RUNOFF FILTERS WITHIN THE VILLAGE OF BABYLON (CP 8240.116 AND CP 8240.320)

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:

N/A

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

N/A

8. Proposed Source of Funding

This resolution retains Capital Project funds in the amount of $310,000 in CP 8240.116 ($5,000) and CP 8240.320 ($305,000) that were originally transferred from Fund 477 for the installation of stormwater runoff filters within the Village of Babylon.

9. Timing of Impact

N/A - Upon Acceptance

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning		10/23/2013

SCIN FORM 175b (10/95)

2007

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 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.

To be completed by the Executive Budget Office

SAVIK & MURRAY, LLP CONSULTING ENGINEERS
751 COATES AVENUE, SUITE 2, HOLBROOK, NEW YORK 11741 • TEL: (631) 467-7775 • FAX: (631) 467-7840

2007

October 23, 2013

Frank Castelli
Environmental Projects Coordinator
Suffolk County
Dept. of Economic Development and Planning
100 Veterans Memorial Highway, 4th Floor
Hauppauge, NY 11788

RE: VILLAGE OF BABYLON
WATER QUALITY PROTECTION & RESTORATION PROGRAM
FULLY EXECUTED CONTRACT 08-EE-001
INSTALLATION OF STORMWATER RUNOFF FILTERS
SAVIK & MURRAY PROJECT 208017
CONTRACT EXTENSION REQUEST

Dear Mr. Castelli:

By way of this letter we would like to request an extension of the above referenced grant agreement. As stated in the monthly reports, we have installed many filter units at several locations so far and will continue with the installations. We have fabricated all the filter baskets in-house and will continue the program. This being the case, we would appreciate a contract extension until December 31, 2014 which will allow for the remainder of the filters to be installed.

If you should have any questions, please do not hesitate to call.

Very truly yours,
SAVIK & MURRAY, LLP

Daniel Falasco, P.E.

cc: Mayor Ralph A. Scordino, Village of Babylon

COUNTY OF SUFFOLK

2007

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

October 24, 2013

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

Dear Mr. Schneider:

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

RETAINING CAPITAL PROJECT FUNDS IN CONNECTION WITH INSTALLATION OF STORMWATER RUNOFF FILTERS WITHIN THE VILLAGE OF BABYLON (CP 8240.116 AND CP 8240.320)

Inter-Municipal Agreement (IMA), Law No. 09-EE-001A, between the County and Village of Babylon for the installation of stormwater runoff filters expired on December 31, 2012 before work was completed.

This resolution is to retain Capital Project funds in the amount of $310,000 (that were originally transferred from Water Quality Fund 477 to pay for this project) and to extend the term of the original contract with a new IMA. The amount of funding has not changed and there is no change in the scope of work.

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

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner
Department of Economic Development and Planning

JM:ej
Enc.

cc: Dennis Cohen, Chief Deputy County Executive
Tom Vaughn, County Executive Assistant
Connie Corso, Budget Director

LOCATION
H. LEE DENNISON BLDG. – 11th FLOOR
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099

PHONE (631) 853-4800
FAX (631) 853-4767

2007

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Resolution:
RETAINING CAPITAL PROJECT FUNDS IN CONNECTION WITH INSTALLATION OF STORMWATER RUNOFF FILTERS WITHIN THE VILLAGE OF BABYLON (CP 8240.116 AND CP 8240.320)

PURPOSE OR GENERAL IDEA OF BILL:
This resolution is to retain Capital Project funds in the amount of $310,000 that were originally transferred from Water Quality Fund 477, to pay for this project and to extend the term of the original contract between Suffolk County and the Village of Babylon with a new Inter-Municipal Agreement (IMA).

SUMMARY OF SPECIFIC PROVISIONS:
The Village of Babylon is purchasing, installing, and monitoring Stormwater Runoff Filters to reduce stormwater runoff impacts within the Village boundaries. Inter-Municipal Agreement, Law No. 09-EE-001, between the County and Village was executed on October 13, 2009 for installation of stormwater runoff filters within the Village of Babylon. The First Amendment to the IMA, 09-EE-001A, was executed on June 24, 2011 and expired on December 31, 2012 before work was completed. The amount of funding has not changed and there is no change in the scope of work.

JUSTIFICATION:
The funding for this stormwater abatement project was recommended by the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. Reducing pollution from stormwater is necessary to protect Suffolk County's ground and surface waters.

FISCAL IMPLICATIONS
There is no fiscal impact to the General Fund. The funding for this project was moved from Fund 477 (¼% sales tax generated fund for water quality projects) to Capital Project accounts (CP 8240.116 and CP 8240.320) in 2008. This resolution is to retain the funding in these accounts and extend the term of the original contract so the Village of Babylon can finish the work and get reimbursed for the project.

Intro. Res. No. 2008-13 Laid on Table 11/19/13
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) IN THE AMOUNT OF $159,000 FOR THE 2012 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, FEMA has awarded the Suffolk County Department of Fire, Rescue & Emergency Services federal funds under the 2012 AFG Grant Program, and

WHEREAS, the 2012 AFG Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to enhance its Ready Suffolk Prevention and Preparedness program with an all hazard smart fire safety and emergency training trailer; and

WHEREAS, this grant is for a twelve (12) month period from 07/19/2013 through 07/18/2014 in which the County will receive 100% grant funding in the amount of $159,000 for the 2012 AFG Program; and,

WHEREAS, the 2012 AFG grant includes funding for the purchase of one (1) all hazard smart fire safety and emergency training trailer; and

WHEREAS, the purchase of this vehicle will increase the fleet of the Dept of FRES by one (1); and

WHEREAS, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase has been granted via duly enacted Resolution of the Suffolk County Legislature; and

WHEREAS, said funds have not been included in the 2013 Operating Budget; and now therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept $159,000 and appropriate said grant funds as follows:

2012 Assistance to Firefighters Grant Program - $159,000

REVENUES	AMOUNT
001-FRE-4316 – 2012 AFG Grant	$159,000

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
2012 AFG Grant Program
001-FRE-3408 - $159,000

2000 – Equipment	$159,000
2040 – Trucks, Trailers & Jeeps	$159,000

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

3rd RESOLVED, the purchase of one (1) all hazard smart fire safety and emergency training trailer is hereby approved pursuant to Chapter 186-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the county vehicle standard, 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 the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

2008

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: X

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY-FEMA IN THE AMOUNT OF $159,000 FOR THE 2012 AFG GRANT PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

3. Purpose of Proposed Legislation

The 2012 FEMA AFG Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to enhance its Ready Suffolk Prevention and Preparedness program with an all hazard smart fire safety and emergency training trailer; and,

Accept and appropriate 2012 FEMA AFG Grant funding in the SC Department of FRES.

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.

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

$159,000 – FRES

8. Proposed Source of Funding

U.S. Department of Homeland Security - FEMA

9. Timing of Impact: 07/19/2013 through 07/18/2014

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo – Grants Analyst		10-29-13

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2008

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 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.

To be completed by the Executive Budget Office

2008

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Ms. Joel Vetter
Suffolk County Fire, Rescue & Emergency Services
30 East ave
yaphank , New York 11980-0127

Re: Grant No.EMW-2012-FP-01222

Dear Ms. Vetter:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to $159,000.00. The Federal share is $159,000.00 of the approved amount and your share of the costs is $0.00.

Before you request and receive any of the Federal Grant funds awarded to you, you must establish acceptance of the Grant and Grant Agreement Articles through the Assistance to Firefighters Grant Programs' (AFG) e-grant system. Please make sure you read and understand the articles as they outline the terms and conditions of your grant award. By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval, via amendment request, from FEMA. Maintain a copy of these documents for your official file.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-274-0960.

Sincerely,

Timothy W. Manning
Deputy Administrator for National Preparedness and Protection

2008

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE OF FIREFIGHTERS GRANT PROGRAM - FIRE PREVENTION AND SAFETY GRANTS
Application

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2012-FP-01222
GRANTEE: Suffolk County Fire, Rescue & Emergency Services
AMOUNT: $159,000.00, Fire Prevention

Project Description

The purpose of the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants is to provide funds to national, State, local or community organizations that are recognized for their experience and expertise with respect to fire prevention or firefighter safety programs and activities.

After careful consideration, FEMA has determined that the recipient's project submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants program's purpose and worthy of award. The recipient shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application narrative. These sections of the application are made a part of these grant agreement articles by reference. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

19-JUL-13 to 18-JUL-14

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$159,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00
Total	$159,000.00

2008

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

The Program Office has made the following reductions to your grant:
The driving simulator was not funded and was removed from this award.
Therefore, they have recommended the award at this level:
Total budget $159,000
Federal share $159,000
Applicant share $0

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist:
Nancy Cannon
Nancy.Cannon@dhs.gov

System for Award Management (SAM)

Prior to requesting federal funds, all recipients are required to register their entity information in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 4000 characters)

The Program Office has made the following reductions to your grant:
The driving simulator was not funded and was removed from this award.
Therefore, they have recommended the award at this level:
Total budget $159,000
Federal share $159,000
Applicant share $0

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist:
Nancy Cannon
Nancy.Cannon@dhs.gov

Agreement Articles 2008

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

GRANTEE: Suffolk County Fire, Rescue & Emergency Services

PROGRAM: Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

AGREEMENT NUMBER: EMW-2012-FP-01222

AMENDMENT NUMBER:

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Article I - Administrative Requirements
The administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article II - Lobbying Prohibitions
None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, rant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.

Article III - Financial Reporting
Recipients will be required to submit a semi-annual Federal Financial Report (FFR), Standard Form (SF-425) through the AFG online e-grant system. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR is due semi-annually based on the calendar year beginning with the period after the award is made. Recipients are required to submit an FFR throughout the entire period of performance of the grant. The reporting periods for the FFR are January 1 through June 30 (report due by July 31), and July 1 through December 31 (report due by January 31). At the end of the grant's period of performance, all recipients are required to produce a final report on how the grant funding was used and the benefits realized from the award. Recipients must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IV - GPD - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

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Article V - GPD - Drug-Free Workplace Regulations
All recipients of financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR3001.

Article VI - Fly America Act of 1974
All recipients of financial assistance will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.- 4 -§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article VII - Activities Conducted Abroad
All recipients of financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Acknowledgement of Federal Funding from DHS
All recipients of financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article IX - Copyright
All recipients of financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article X - Use of DHS Seal, Logo and Flags
All recipients of financial assistance must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XI - DHS Specific Acknowledgements and Assurances
All recipients of financial assistance must acknowledge and agree-and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS. 2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. 6. In the event any court or administrative

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agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article XII - Civil Rights Act of 1964
Recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C.§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XIII - Civil Right Act of 1968
All recipients of financial assistance will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C.§ 3601 et seq.),as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article XIV - Americans with Disabilities Act of 1990
All recipients of financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

Article XV - Age Discrimination Act of 1975
All recipients of financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVI - Title IX of the Education Amendments of 1972
All recipients of financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972(20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded fromparticipation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XVII - Rehabilitation Act of 1973
All recipients of financial assistance will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XVIII - Limited English Proficiency
All recipients of financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

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Article XIX - Animal Welfare Act of 1966
All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XX - Clean Air Act of 1970 and Clean Water Act of 1977
All recipients of financial assistance will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXI - Protection of Human Subjects
All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

Article XXII - National Environmental Policy Act (NEPA) of 1969
All recipients of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA),as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

Article XXIII - National Flood Insurance Act of 1968
All recipients of financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44CFR Part 63.

Article XXIV - Flood Distaster Protection Act of 1973
All recipients of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

Article XXV - Coastal Wetlands Planning, Protection, and Restoration Act of 1990
All recipients of financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic,

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environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

Article XXVI - USA Patriot Act of 2001

All recipients of financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2012-FP-01222	0	11-6000464	AWARD	W500688N

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Suffolk County Fire, Rescue & Emergency Services 30 East ave yaphank New York, 11980-0127	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20472 POC: Rosalie Vega	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Joel Vetter	6318524856	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
19-JUL-13	SF-270	Cost Sharing	From:19-JUL-13 To:18-JUL-14 Budget Period From:22-FEB-13 To:30-SEP-13

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
FP	97.044	2013-1C-C111-P4310000-4101-D	$0.00	$159,000.00	$159,000.00	$0.00
		TOTALS	$0.00	$159,000.00	$159,000.00	$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant - Fire Prevention and Safety Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
N/A	N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Rosalie Vega	17-JUL-13

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2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2012 FEMA AFG GRANT

TITLE OF BILL: An act to accept and appropriate 100% Federal grant funds from the U.S. Department of Homeland Security-FEMA in the amount of $159,000 for the 2012 AFG Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services and to execute grant-related agreements.

PURPOSE OR GENERAL IDEA OF BILL: To provide funds to the Department of Fire, Rescue & Emergency Services to enhance its Ready Suffolk Prevention and Preparedness program with an all hazard smart fire safety and emergency training trailer.

SUMMARY OF SPECIFIC PROVISIONS: Suffolk County Department of Fire, Rescue & Emergency Services will purchase an all hazard Smart Fire Safety and Emergency Training Trailer.

JUSTIFICATION: The equipment will close the gap identified in the regional prevention and preparedness program assessment and increase cooperative efforts and increase thru puts. Ready Suffolk engages the most vulnerable individuals and groups in our communities to offer multiple programs including a home safety visits, block by block, and community to community approach.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

2008

JOSEPH F. WILLIAMS
COMMISSIONER

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: October 26, 2013

SUBJECT: Request for Introductory Resolution: 2012 FEMA AFG Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $159,000 in funding from the US Department of Homeland Security-FEMA for the 2012 Assistance to Firefighters Grant (AFG) Program.

The grant provides funding to the Department of Fire, Rescue, and Emergency Services to enhance its Ready Suffolk Prevention and Preparedness program with an all hazard smart fire safety and emergency training trailer.

If you have any questions, please contact Joel Vetter at x24856 or Sue Nielsen at x25338.

JFW:sjb

Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations

PO BOX 127 – YAPHANK AVENUE
YAPHANK, NEW YORK 11980-0127

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

Intro. Res. No. 2009-13 Laid on Table 11/19/13
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2013, AMENDING RESOLUTION 500-2011 TO MODIFY APPROPRIATED FUNDS IN THE HAZ MAT 2009 GRANT

WHEREAS, Resolution 500-2011 accepted and appropriated the 2009 HazMat Grant program from the NYS Division of Homeland Security and Emergency Services; and

WHEREAS, the HazMat 2009 grant included the Towns of Brookhaven, Babylon, Islip, East Hampton, Southampton and Brookhaven National Laboratory as regional partners; and

WHEREAS, the Towns of Babylon, Brookhaven, East Hampton, Southampton and Brookhaven National Laboratory did not utilize said funds; and

WHEREAS, the New York State Division of Homeland Security and Emergency Services has approved a grant modification to utilize said funding for identified stop gap measures; now, therefore be it

1st RESOLVED, grant funds appropriated by Resolution 500-2011 are amended as follows:

Suffolk County Dept of Fire, Rescue & Emergency Services
2009 HazMat Grant Program
001-FRE-3422

2000 – Equipment	$ 20,592
2500 – Other Equipment	$ 20,592
3000 – Supplies	$ 10,408
3500 – Other Supplies	$ 10,408
4980 – Contract Agencies	
JOB1 - Brookhaven Town	($ 9,500)
JOC1 – Babylon Town	($ 7,000)
JOE1 – East Hampton Town	($ 5,000)
JOF1 – Southampton Town	($ 5,500)
JOG1 – Brookhaven National Laboratory	($ 4,000)

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

2009

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: ___X___

2. Title of Proposed Legislation

AMENDING RESOLUTION 500-2011 TO MODIFY APPROPRIATED FUNDS IN THE HAZ MAT 2009 GRANT

3. Purpose of Proposed Legislation

The 2009 HazMat Grant Program includes funding for Towns of Brookhaven, Babylon, Islip, East Hampton, Southampton, and BNL as regional partners. Several towns did utilize their funding and, as a result, NYS had approved FRES utilizing the funds for identified stop gap measures. This resolution modifies the appropriated funds accordingly.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No __X__

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.

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

$31,000

8. Proposed Source of Funding

NYS Division of Homeland Security & Emergency Services pass-through of US Dept of Homeland Security

9. Timing of Impact: 08/01/2009 through 11/30/2013

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan M. Nielsen, Administrator I	Susan M Nielsen	Oct 28, 2013

SCIN FORM 175b (10/95)

Nicholas Pagan Jr

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2009

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 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.

To be completed by the Executive Budget Office

2009

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2009 HAZMAT GRANT AMENDMENT

TITLE OF BILL: AMENDING RESOLUTION 500-2011 TO MODIFY APPROPRIATED FUNDS IN THE HAZ MAT 2009 GRANT

PURPOSE OR GENERAL IDEA OF BILL: The 2009 HazMat Grant Program includes funding for Towns of Brookhaven, Babylon, Islip, East Hampton, Southampton, and BNL as regional partners. Several towns did utilize their funding and, as a result, NYS had approved FRES utilizing the funds for identified stop gap measures. This resolution modifies the appropriated funds accordingly.

SUMMARY OF SPECIFIC PROVISIONS: n/a

JUSTIFICATION: NYS has authorized the expenditure of unspent funds from regional partners on stop gap measures that were identified as a result of hazmat exercises performed by the regional partners in this grant program.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK

2009

JOSEPH F. WILLIAMS
COMMISSIONER

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: October 28, 2013

SUBJECT: Request for Introductory Resolution: AMENDING 2009 Haz Mat Grant

Enclosed for further processing is an introductory resolution and supporting documents to amend the 2009 HazMat Grant.

Since involved towns did not utilize their portion of grant funds, NYS approved FRES utilizing the funds for identified stop gap measures. This resolution modifies the appropriated funds accordingly.

If you have any questions, please contact Sue Nielsen at x25338.

JFW:smn

Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations

PO BOX 127 – YAPHANK AVENUE
YAPHANK, NEW YORK 11980-0127

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

Intro Res. No. 2010-13 Laid on Table 11/19/13
Introduced by Presiding Officer on the Request of the County Executive

RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY TREASURER BY: COUNTY LEGISLATURE #395

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

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

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

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

Description	Year	Original Tax	Corrected Tax	Chargeback or Refund, if paid
BROOKHAVEN:				
0200-433.00-02.00-001.000 (ITEM #8215556)	**2012/13**	**$ 8,869.69**	**$ 6,321.83**	**$ 2,547.86**
0200-455.00-02.00-001.000 (ITEM #8215558)	**2012/13**	**$24,221.08**	**$17,263.44**	**$ 6,957.64**
SMITHTOWN:				
0800-106.00-03.00-044.000	**2009/10**	**$ 4,620.17**	**0.00**	**$ 4,620.17**

Dated:

Approved By:

_____

Suffolk County Executive

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
ResolutionXXX Local Law Charter Law 2010

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

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

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

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

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

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

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

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

9. Timing of Impact
Variable

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

Angie M. Carpenter
County Treasurer

Angie M. Carpenter 11/1/13

Additional back-up material regarding IR 2010 is on file in the

Legislative Clerk's Office, Hauppauge.

Intro. Res. No. 2011 -2013 Laid on Table 11/19/13

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION No. – 2013, AUTHORIZING THE TRANSFER OF PHONE DEBIT CARD FUNDS FROM THE SHERIFF'S OFFICE PRISONERS' COMMISSARY ACCOUNT TO THE INTERDEPARTMENT OPERATION AND SERVICE FUND

WHEREAS, the Sheriff of Suffolk County provides inmate telephone service through a third party that pays a monthly commission to the Interdepartment Operation and Service Fund; and

WHEREAS, the commission paid to the county is based partly on the number of phone calls made by inmates; and

WHEREAS, because of a drop in the inmate population at the Sheriff's Correctional Facilities said commissions had begun to be diminished in value resulting in less revenue being received by the Suffolk County Interdepartment Operation and Service Fund; and

WHEREAS, the Sheriff's Office at the recommendation and in cooperation with the contract vendor, Securus Technologies, started a pilot program to allow inmates to purchase phone time directly, utilizing the Sheriff's Commissary unit, in an effort to compensate for the drop in inmate population and its resulting negative impact on the amount of phone commissions received by the County Interdepartment Operation and Service Fund; and

WHEREAS, the Sheriff's Office has since determined that the pilot program has been successful in compensating for the drop in revenues that resulted from the drop in inmate population at the Sheriff's facilities; and

WHEREAS, the Sheriff's Office program to allow direct purchase phone time by inmates has actually resulted in a 3% increase in revenues collected for the period of January 2013 thru June 2013 versus the comparable period in 2012; and

WHEREAS, the Sheriff's Office has collected $148,202 in additional phone revenue since the pilot program started in December of 2012; now, therefore be

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

FROM:	
Sheriff's Commissary Fund Account	**AMOUNT** **$148,202**
TO REVENUE ACCOUNT:	
016-ITS-1651-2456 – Commission Telephones	**$148,202**
TRANSFER TO - Interdepartment Operation And Service Fund	**$148,202**

And be it further

2nd RESOLVED, that as of the August 2013 Commission period, the revenue received as part of the debit calling program will be added to the commissions received directly by the county from the contract vendor, Securus Technologies as part of their normal commission payment to the Interdepartment Operation and Service Fund:

And be it further

3rd RESOLVED, this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, thereby determines that this resolution constitutes Type II action.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

2011

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law

2. Title of Proposed Legislation – **AUTHORIZING THE TRANSFER OF PHONE DEBIT CARD FUNDS FROM THE SHERIFF'S OFFICE PRISONERS' COMMISSARY ACCOUNT TO THE INTERDEPARTMENT OPERATION AND SERVICE FUND**

3. Purpose of Proposed Legislation –**See number 2 above.**

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact

The Interdepartment Operation and Service Fund will receive $148,202 in revenue.

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

8. Proposed Source of Funding

Sheriff's Office Prisoners' Commissary

9. Timing of Impact - **Upon Approval of the Resolution**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date:
Stephanie Rubino Chief Executive Analyst	Stephanie Rubino	11/7/2013

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2011

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Stephanie Rabito
11/7/2013

2011

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: 2013 - Authorizing the Transfer of Phone Debit Card Funds from the Sheriff's Office Prisoners' Commissary Account to the General Fund.

PURPOSE OR GENERAL IDEA OF BILL: Sheriff DeMarco instituted a pilot program designed to offset the loss of inmate telephone revenue resulting from a declining population. The program, sale of phone debit cards, has been successful. As a result $148,202 in revenue was collected between December 2012 and June 2013. This bill transfers these funds to the County. As of August 2013 and continuing forward arrangements have been made to have the debit card revenues added directly to the inmate telephone revenues received by the County.

SUMMARY OF SPECIFIC PROVISIONS Transfers $148,202 of Phone Debit Card Funds from the Sheriff's Commissary Fund Account to the General Fund via Revenue Account 001-SHF-3150-2450 – Commission Inmate Telephones.

JUSTIFICATION: This resolution authorizes the payment of $148,202 of Phone Debit Card funds from the Sheriff's Office Prisoner Commissary Fund to the County General Fund.

FISCAL IMPLICATIONS: None

2011

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law

2. Title of Proposed Legislation – **Authorizing the transfer of phone debit card funds from the Sheriff's Office Prisoners' Commissary Fund to the General Fund.**

3. Purpose of Proposed Legislation –**See number 2 above.**

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

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

(County) **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact
Transfer of $148,202 from the Sheriff's Office Commissary Account to the General Fund via Revenue Account 001-SHF-3150-2450-Commission Inmate Telephones.

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 - **FY 2013-2014**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date:
Michael P. Sharkey Chief of Staff		10/25/2013

2011

To: Jon Schneider, Deputy County Executive

From: Michael P. Sharkey, Chief of Staff

Date: 10/25/2013

Re: **INTRODUCTORY RESOLUTION REQUEST** – TRANSFER OF PHONE DEBIT CARD FUNDS FROM PRISONERS' COMMISSARY FUND TO GENERAL FUND

Sheriff DeMarco instituted a pilot program designed to offset the loss of inmate telephone revenue resulting from a declining population. The program, sale of phone debit cards, has been successful. As a result $148,202 in revenue was collected between December 2012 and June 2013.

Per the 2013 Adopted Operating Budget, the Sheriff's Office requests the introduction of a resolution to transfer **$148,202** from the Sheriff's Commissary Fund Account to the General Fund via Revenue Account 001-SHF-3150-2450 – Commission Inmate Telephones.

Copies of a draft resolution, impact statement and introductory form are attached. An e-mail version was also sent to CE RESO REVIEW, under the titles:

"Reso-Sheriff-2013 Phone Debit Card/Commissary Fund Transfer";

"Backup-SHF-Phone Debit Card/Commissary Fund Transfer-SCIN 175A";

"Backup-SHF-Phone Debit Card/Commissary Fund Transfer-SCIN 175B"; and

"Backup SHF-Phone Debit Card/Commissary Fund Transfer-Cover Letter-2013".

Thank you for your consideration in reviewing this draft resolution.

MPS/dlh

Att.

cc: Dennis Cohen, Acting Chief Deputy County Executive

Lisa Santeramo, Assistant Deputy County Executive

Tom Vaughn, Special Projects Coordinator

2012

Intro Res. No. ____-2013 Laid on Table 11/19/13

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF RABBI STEVEN A. MOSS AS CHAIR OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, Rabbi Steven A. Moss's term of office as Chair of the Suffolk County Human Rights Commission expired on May 31, 2013; now, therefore be it

1st **RESOLVED**, that the reappointment of Rabbi Steven A. Moss of Holbrook, New York, 11741, as the Chair of the Suffolk County Human Rights Commission for a term of office expiring May 31, 2014, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Chapter 119 of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

Holbrook, NY 11741

Phone 631-
Fax 631-
Cell: 631-
Email

Rabbi Dr. Steven Moss

Education

2000 Long Island University
Advanced Certificate in Gerontology

1999 Hebrew Union College New York
Doctor of Divinity

1996 – 1999 Hebrew Union College New York
Doctor of Ministry

1996 – 1998 Postgraduate Center for Mental Health New York
Certificate of Training in Pastoral Counseling

1974-1975 NYU Medical Center; Memorial Sloan-Kettering Cancer Center
2 Units of Clinical Pastoral Education

1974 Hebrew Union College New York
Ordination and Master of Hebrew Letters

1965 – 1969 New York University, University Heights New York
Bachelor of Arts

Professional experience

1972 – to present B'nai Israel Reform Temple Oakdale
Rabbi

1971 – to present New York Board of Rabbis
Chaplain: Currently: Good Samaritan Hospital (West Islip), Southside Hospital (Bay Shore), Brookhaven Memorial Hospital (Patchogue), and many local nursing and adult homes; Chaplaincy Coordinator for Suffolk County

Previously, Sloan-Kettering Cancer Center (1971-2000)

New York Board of Rabbis
Pastoral Care Coordinator, Suffolk County

Additional professional activities

Chairperson, Suffolk County Human Rights Commission

Co-Chairperson, Suffolk County and Islip Town Anti-Bias Task Forces

Founder and Director of STOPBIAS

Deputy-Chief of Chaplains, Suffolk County Police Department

Chaplain, Suffolk County Police Association, Chiefs of Police Association

Founder, Jewish Hospice Referral Service

Vice-chair, Suffolk County Center for the Holocaust, Diversity, and Human Understanding

Professional memberships

New York Board of Rabbis

Long Island Board of Rabbis

Suffolk Board of Rabbis

Central Conference of American Rabbis

National Association of Jewish Chaplains

Community activities

Past President, Suffolk County Board of Rabbis

Past President, Suffolk County Jewish Communal Planning Council

Past President, Sayville Area Clergy Association

Member, Islip Town Board of Ethics

Founding Member, Oakdale-Bohemia Anti-Bias Task Force

References

Upon request

Awards received

2009, Lehman-Laguardia Award from Order of the Sons of Italy and B'nai B'rith

2008, New York Board of Rabbis, Rabbi of the Year

2004, Maxine Postal Award for Human Dignity, Suffolk Community Council

2000, Humanitarian Award from the Suffolk County Executive

1997, Suffolk County District Attorney's Distinguished Citizen Award

1994, Israel and Libby Moshowitz Award from the NYBR

1990, Myrtle Leaf Award from Hadassah

1987, New York Board of Rabbi's Chaplain of the Year Award

1980, Who's Who in American Jewry

1976, UJA-Federation Award for Community Service

Experiences as Rabbi/Chaplain on cruises:

1) official chaplain: 4 day cruise to Bermuda on Holland-America Line

2) unofficial chaplain (volunteer): 7 day southern Caribbean cruise on Royal Caribbean Line; 14 day cruise to Australia and New Zealand on Celebrity Cruise Line; 6 day Atlantic crossing on the QE2; 7 day cruise of the Greek Islands on Norwegian Cruise Lines; and Alaskan Cruise on Princess Line. On all of these cruises I volunteered to coordinate and conduct the Jewish Sabbath services.

I would truly be honored to serve Seabourn on its 76 day cruise which begins on June 5, 2012. Aside from the fact that my wife and I truly enjoy cruising, 2012 will be the celebration of my 40th year with my synagogue in Oakdale, New York. I cannot think of a better way to celebrate this milestone in my professional career than this exciting cruise.

Thank you in advance.... Rabbi Steven Moss

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2012

1. Type of Legislation Resolution __X__ Local Law _____ Charter Law _____
Title of Proposed Legislation RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF RABBI STEVEN A. MOSS AS CHAIR OF THE SUFFOLK HUMAN RIGHTS COMMISSION
3. Purpose of Proposed Legislation SEE #2 ABOVE.
4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** **X**
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category) County Town Economic Impact Village School District Other (Specify): Library District Fire District
6. If the answer to item 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 UPON ADOPTION OF THE RESOLUTION

10. Typed Name & Title of Preparer	11. Signature of Preparer	Date
JACQUELINE MALL, BUDGET TECHNICIAN		11/12/13

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2012

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2013

Intro Res. No. ____-2013 Laid on Table 11/19/13

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF MARK J. EPSTEIN, ESQ. TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 8, held by Mark J. Epstein, Esq. expired May 31, 2013 and has been in holdover status; now, therefore be it

1st **RESOLVED**, that the reappointment of Mark J. Epstein, Esq. of Melville, New York, 11747, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 8 for a term of office expiring May 31, 2016, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

2013

MARK J. EPSTEIN, ESQ.

Melville, NY 11747
631·

CHAIR- LONG ISLAND RAIL ROAD COMMUTER COUNCIL

EXECUTIVE COMMITTEE- PERMANENT CITIZENS ADVISORY COMM. TO MTA

MEMBER- INFRASTRUCTURE COMMITTEE- LIREDC

COMMISSIONER – SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

LAW OFFICES OF PAZER , EPSTEIN & JAFFE, P.C. 1993-PRESENT
POSITION: MANAGING PARTNER
PRACTICE AREAS: A Litigation firm specializing in personal injury matters with offices in NYC and Long Island

EDUCATION

B.S.- THE AMERICAN UNIVERSITY - 1986
J.D.- NEW YORK LAW SCHOOL- 1989

ADMISSIONS TO PRACTICE LAW

NEW YORK STATE (& FEDERAL DISTRICT COURTS)
NEW JERSEY
WASHINGTON, D.C.

MEMBERSHIPS

NEW YORK STATE TRIAL LAWYERS ASSOCIATION-MEM.- BOARD OF DIRECTORS
AMERICANASSOCIATION FOR JUSTICE-MEMBER
NASSAU COUNTY BAR ASSOCIATION
SUFFOLK COUNTY BAR ASSOCIATION
CHAIR-PLAINTIFFS ATTORNEY'S COMM.
NEW YORK COUNTY LAWYERS ASSOCIATION
HUNTINGTON LAWYERS CLUB
JEWISH LAWYERS ASSOCIATION OF NASSAU COUNTY
LONG ISLAND ASSOCIATION (LIA)
HUNTINGTON TOWNSHIP CHAMBER OF COMMERCE
M'YAD L'YAD ADVISORY COMMITTEE
SELECTED TO SUPER LAWYERS- 2011, 2012, 2013
THE NATIONAL TRIAL LAWYERS- TOP 100 TRIAL LAWYERS

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2013

1. Type of Legislation Resolution __X__ Local Law _____ Charter Law _____
Title of Proposed Legislation RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF MARK J. EPSTEIN, ESQ. TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION
3. Purpose of Proposed Legislation SEE #2 ABOVE.
4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** **X**
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category) County Town Economic Impact Village School District Other (Specify): Library District Fire District
6. If the answer to item 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 UPON ADOPTION OF THE RESOLUTION

10. Typed Name & Title of Preparer	11. Signature of Preparer	Date
JACQUELINE MALL, BUDGET TECHNICIAN		11/12/13

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 2013

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2014

Intro Res. No. ____-2013 Laid on Table 11/19/13

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF DR. YU-WAN WANG TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 5, held by Dr. Yu-Wan Wang expired May 31, 2013 and has been in holdover status; now, therefore be it

1st **RESOLVED**, that the reappointment of Dr. Yu-Wan Wang of Setauket, New York, 11733, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 5 for a term of office expiring May 31, 2016, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

DR. YU-WAN WANG has more than twenty-five years of work experience that literally spans the globe. A product of China's Cultural Revolution, she learned early about the importance of education and the need to take risks to satisfy intellectual desire. Dr. Wang holds a B.S. in Business Administration, a Masters of Library and Information Science, and an Ed.D. Dr. Wang, who was born in Northern China, gained corporate and academic experience in the United States and in Taiwan. Her corporate experience includes serving as an information coordinator for McKinsey & Co. There, she prioritized client services information requests from around the world. Later she went on to serve as a Consultant for the Taipei City government where she defined the role and direction of the International Commission, formulated strategic plans and directed international programs. After serving as the Director of a library in Pennsylvania, Dr. Wang became an Instructor at Fu-Jen Catholic University in Taiwan. From 2002-2009 she was Director of International Student & Scholar Services at Dowling College. Currently, Dr. Wang is Associate Dean for International Admissions at Stony Brook University. Dr. Wang's memberships and professional activities include a Fulbright Life Membership, Association of International Educators (NAFSA), Rotary International, Women's International Network, and Special Libraries Association. She is also the recipient of a Fulbright Fellowship, and a Woman of the Year award from the Islip Town Council.

2014

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution __X__ Local Law _____ Charter Law _____
Title of Proposed Legislation RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF DR. YU-WAN WANG TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION
3. Purpose of Proposed Legislation SEE #2 ABOVE.
4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** **X**
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category) County Town Economic Impact Village School District Other (Specify): Library District Fire District
6. If the answer to item 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 UPON ADOPTION OF THE RESOLUTION

10. Typed Name & Title of Preparer	11. Signature of Preparer	Date
JACQUELINE MALL, BUDGET TECHNICIAN		11/12/13

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2014

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2015

Intro Res. No. ____-2013 Laid on Table 11/19/13

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF AUGUSTUS G. MANTIA, MD TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 1, held by Augustus G. Mantia, MD expired May 31, 2013 and has been in holdover status; now, therefore be it

1st **RESOLVED**, that the reappointment of Augustus G. Mantia, MD of Nesconset, New York, 11767, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 1 for a term of office expiring May 31, 2016, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

2015

Curriculum Vitae

Name:	Augustus G. Mantia, M.D.
Date & Place of Birth:	NY
Mailing Address:	
	Nesconset, N.Y. 11767
Home Telephone:	(631)(
Office Telephone:	(631)(
Fax Number:	(631)(
Email Address:	
Social Security Number	

Higher Education

Undergraduate Education:	St. John's University, Jamaica, NY 1965-1970, BS Pharmacy
Graduate Education:	State University of NY at Downstate, Brooklyn, NY 1970-1974, MD Degree
Internship:	Nassau Co. Medical Center, East Meadow, NY Straight Medical Internship 1974-1975
Residency:	Nassau Co. Medical Center, East Meadow, NY Medical Residency 1975-1976
Fellowship:	Nassau Co. Medical Center, East Meadow, NY Fellowship, Division of Gastroenterology 1976-1978

Certification & Licensure

New York State, #124-142 - 1975
Commonwealth of Massachusetts, #73814
South Carolina, #20294
Fellow, American College of Gastroenterology, 1979
Fellow, American College of Physicians, 1984
Diplomate, National Board of Medical Examiners, #138523 - 1975
Diplomate, American Board of Internal Medicine, #58739 - 1977

Diplomate, American Board of Gastroenterology, 1979 2015

Medical Review Officer Certification, (MROCC), 1994
American Society of Addiction Medicine, Certified as of 2/1/95
Diplomate, American Board of Forensic Medicine 2/28/99

Appointments
(Academic Appointments)

7/29/08- present	Suffolk County Fire Rescue-Deputy County Fire Coordinator
7/17/08- present	Suffolk County Police – Med-Cat Surgeon
2/15/96 - present	Adjunct Associate Clinical Professor Medicine, Mt. Sinai Medical School
4/95 - present	Associate Professor of Clinical Psychiatry, Dept. of Psychiatry State Univ. of NY at Stony Brook
1/95 - present	Associate Professor of Clinical Medicine, Dept. of Medicine State Univ. of NY at Stony Brook
07/2000-10/2003	Director of Medicine, St Catherine of Siena Hospital, Smithtown, NY
7/98 - 03/99	Physician Executive, St. John's Episcopal Hospital, Smithtown, NY
11/98 - present	Commissioner of Suffolk County Human Rights Commission
1998 - present	Member the American College of Forensic Examiners
1998 - present	Member International Society of Police Surgeons, Inc.
1997-1998	Medical Director, Northport VA Substance Abuse Program
1996-1997	Medical Director, Chemical Dependency Program Family Consultation Service
1993-2005	Medical Director, Chemical Dependency Unit, St. John's Hosp., Smithtown, NY(now St. Catherine of Siena Med. Ctr,.)
1992-10/2000	Chief of Medicine, St. John's Episcopal Hospital,Smithtown, NY (now St. Catherine of Siena Med. Ctr.)
4/23/06	Brigadier General Deputy Commander 2nd Medical Brigade Second Corp USDRC USA
7/2003-10/06	Chief Medical Officer, St. Catherine of Siena Medical Ctr.
7/2003-10/06	Vice President Medical Affairs, St. Catherine of Siena Medical Ctr.
1986	President Medical Staff, Community Hospital of Western Suffolk
1983 - 1984	Vice President Medical Staff, Community Hospital of Western Suffolk
1983 - 1984	Chairman of Credentials Committee, Community Hosp. of

2015

	Western Suffolk
1981 - 1982	Secretary-Treasurer, Community Hosp. of Western Suffolk
1980 - 1982	Chairman, Pharmaceutic-Therapeutic Committee, St. John's Episcopal Hospital, Smithtown, NY

1980 - 1981	Delegate at Large, Community Hospital of Western Suffolk, Smithtown, NY
1996 - 1997	Smithtown Youth Advisory Board
1996 - 1997	Suffolk Community Council Board
1996 - 1999	La Union Hispanica Board
1997 - 1998	United Veterans Beacon House Board
1997 - 1999	Board of Director SC Police Reserves
1998 - 2002	Smithtown Veterans Youth Program, Chairman of the Board

Professional Practice & Services

3/2008- present	Mount Sinai North Shore Medical Group, 496 Nesconset Hwy, Smithtown, NY
7/1978- 3/2008	Private Practice, 496 Nesconset Hwy, Smithtown, NY Mantia Medical Associates, P.C.
7/1978- present	St. Catherine of Siena Med. Ctr. (formerly St. John's) Smithtown, NY 11787
1978 - 1991	Community Hospital of Western Suffolk, NY (facility closed)
1974 - 03/06	Nassau County Medical Center, East Meadow, NY(at dr's request)
1978 - present	University Hospital, Stony Brook, NY
1997 - present	Northport Veterans Administration Hospital, Northport, NY
1990 - present	St. Catherine of Siena Nursing Home (formerly Bishop Jonathan G. Sherman Nursing Home) Smithtown, NY
1992 - present	Smithtown Health Care Facility, Smithtown, NY
5/1999 - present	Huntington Hospital, Huntington, NY
2001 - present	Nesconset Nursing Home
2001 - present	Gurwin Jewish Geriatric Center, Commack, NY
2002 - present	Smithtown Health Care Facility
2002 - present	St. Johnland Nursing Center, Inc.
2002 - present	United Comprehensive Care
6/2002-present	Peconic Bay Medical Center

Professional & Scientific Societies

1975	Member, American Medical Association
1976	Associate Member, American College of Physicians
1981	Member, American College of Physicians
1976	Associate Member, New York Society of Internal Medicine
1981	American Society of Internal Medicine
1975	Member, National Association of Residents and Interns

2015

1979	Member, American College of Gastroenterology
1980	Member, American Gastroenterologic Association
1980	Member, New York Academy of Gastroenterology
1982	Member, New York State Society of Gastrointestinal Endoscopy
1993	Member, American Society of Addiction Medicine

Courses Directed

1992	SUNY School of Professional Development "Infectious Diseases for Substance Abuse Counselors" Enrollment 50 Curriculum for course written by Augustus G. Mantia, M.D.

The information presented above is an accurate compilation of professional biographical information.

_____

Signature of Candidate **Date**

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 2015

1. Type of Legislation Resolution __X__ Local Law _____ Charter Law _____
Title of Proposed Legislation RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF AUGUSTUS G. MANTIA, MD TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION
3. Purpose of Proposed Legislation SEE #2 ABOVE.
4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** **X**
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category) County Town Economic Impact Village School District Other (Specify): Library District Fire District
6. If the answer to item 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 UPON ADOPTION OF THE RESOLUTION

10. Typed Name & Title of Preparer	11. Signature of Preparer	Date
JACQUELINE MALL, BUDGET TECHNICIAN		11/12/13

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2015

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016

Intro Res. No. ____-2013 Laid on Table 11/19/13

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF RAJESHWAR PRASAD TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 4, held by Rajeshwar Prasad expired May 31, 2013 and has been in holdover status; now, therefore be it

1st **RESOLVED**, that the reappointment of Rajeshwar Prasad of Farmingville, New York, 11738, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 4 for a term of office expiring May 31, 2016, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

2016

Rajeshwar Prasad

Rajeshwar Prasad **was** appointed to the Suffolk County Human Rights Commission in September 1999.

Mr. Prasad is a former executive in the field of health planning, development and implementation with various nonprofit organizations, last being Long Island Cancer Council where he served as Principal Investigator and Executive Director. He is an active volunteer associated with many nonprofit groups, such as the India Association of Long Island since its inception in 1976 (past President), National Indo-American Association for Senior Citizens (NIAASC) since its inception in 1998, currently Executive Director (voluntary), and the Global Organization of People of Indian Origin (GOPIO) since its inception in 1989. In 2009 he led a conference at the GOPIO convention on "The Living Pioneers – A Global Perspective of India Elders." In 2010 he was elected to serve on the Board of Directors of the National Federation of Indian Associations (NFIA), which comprises about 200 Indian organizations in USA. Currently he serves as Regional Vice President for New York (there are 12 NFIA regions in the United States). In 2012, Prasad led a session on seniors at the Chicago convention arranged by NFIA with four panelists from Chicago and California. He has arranged and coordinated 24 conferences held by NIAASC and assisted in planning about six initiated by other organizations.

Mr. Prasad served on the Health Panel of the Allocation Committee of the United Way of Long Island (Health panel vice chair) for over 19 years, until 2003. In 2009 he was recognized for his community services by the then Nassau County Executive, Tom Suozzi, at the India American Night in Eisenhower Park, sponsored by the Indo-American Forum." He has been recognized by various other organizations such as India Association of Long Island, India Home Inc. (serving seniors). Raj Prasad came to the United States in 1969 after a one-year stay in Paris, France, on an exchange program, and has been a resident of Suffolk County since 1971. He is an active member of the Commission's Justice and Awards Committees, and chairs the Immigration Committee.

Prasad is married to Prem Nagpal, DSW, from Columbia University School of Social Work; he has three grown-up children, five grand children and three great grand children.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2016

1. Type of Legislation Resolution __X__ Local Law _____ Charter Law _____
Title of Proposed Legislation RESOLUTION NO. -2013, APPROVING THE REAPPOINTMENT OF RAJESHWAR PRASAD TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION
3. Purpose of Proposed Legislation SEE #2 ABOVE.
4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** **X**
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category) County Town Economic Impact Village School District Other (Specify): Library District Fire District
6. If the answer to item 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 UPON ADOPTION OF THE RESOLUTION

10. Typed Name & Title of Preparer	11. Signature of Preparer	Date
JACQUELINE MALL, BUDGET TECHNICIAN		11/12/13

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2013 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2016

GENERAL FUND

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2013 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2017

Intro. Res. No. -2013 Laid on Table 11/19/13

Introduced by Legislator Krupski

RESOLUTION NO. -2013, REAPPOINTING GEORGE PROIOS AS A MEMBER OF THE SUFFOLK COUNTY SOIL AND WATER CONSERVATION DISTRICT

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

WHEREAS, the term of office of George Proios as a member of the Soil and Water Conservation District expired on October 31, 2013; now, therefore be it

1st **RESOLVED**, that George Proios of Farmingville, New York, hereby is reappointed as a member of the Suffolk County Soil and Water Conservation District for a term to expire on October 31, 2016, said reappointment having been made pursuant to the provisions of Section 6 of the NEW YORK SOIL AND WATER CONSERVATION DISTRICTS LAW.

DATED:

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

2017

GEORGE PROIOS

• Farmingville, NY 11738 • (631) (• Cell: (516)

GOVERNMENT EXECUTIVE

Local/ State government official; Environmental Professional; Water Quality Specialist.

Award-winning, professionally recognized, and accomplished government executive administering environmental programs within agencies, departments, and districts. Facilitates federal, state, and local municipal environmental compliance as ***Assistant County Executive, Board Chairman, Director of Environmental Protection, Chief Environmental Analyst.*** Ability to define complex issues, conduct studies and surveys, obtain and research data, and analyze, formulate, and deliver solution-based, comprehensive advice.

Objective:

Actively seeking a challenging position to develop productive partnerships with governmental agencies, elected officials, the private sector, and citizen organizations within leading environmental, and natural resource protection program development.

Strengthens:

Combined strength in creative problem solving with management program initiatives, blending idealism with political reality, and devising new methods to improve procedural and system efficiency, building relationships among professional, private, public, and government organizations.

TEAM-BASED LEADERSHIP EXPERIENCE

Soil & Water Conservation District Board Chairperson • Water Authority Board Member • State Soil & Water Conservation Committee Chairperson • Brookhaven Town Zoning Board of Appeals, • New York Association of Conservation Districts• Resource Conservation & Development Council.

National Urban Run-Off Program • Suffolk County Comprehensive Water Supply Plan • Source Water Assessment Program • Best Management Practices Handbook • Clean Sweep Program • Agricultural Stewardship Program • Farming Grants • Denitrification Plant
Civic / Environmental Groups / Elected Official Presentations • Local / State Media Interviews

CAREER PERFORMANCE QUALIFICATIONS

- Protect, preserve, enhance, and utilize soil and water resources of the county and region; serve farmers, local landowners, and local government.
- Supervised 400 indirect employees at SCWA; i.e., engineers, lab technicians, Geographic Information System (GIS) specialists, comptrollers and attorneys; perform evaluations for CEO and top administrative staffs.
- Analyzed monthly expenditures; approved contracts, and multi-year plans.
- Administer $2MM in grants; and $370M full-budget accountability.
- Coordinate U.S.D.A. Natural Resource Conservation Service Grant Programs; i.e., EQIP, AMA, CSP, WRP, WHIP, et al. Deliver conservation on the land, pesticide and storm water management, and soil erosion protection.
- Lobby the NY State Legislature as Chairman of the legislative committee; i.e., secured $3MM+ for 58 local soil and water districts throughout New York State; and $12MM for agricultural, non-point source pollution projects.
- Secure well permits from N.Y.S. Department of Environmental Conservation
- Identify environmental issues on agricultural lands through Agricultural Environmental Management; develop plans to address those issues; secure state / federal grants to pay for implementation.
- Designed and taught college class at S.U.N.Y at Stony Brook on "The Politics of Water Resource Protection."
- Participated in newspaper interviews: The New York Times, Newsday, and weeklies; cable TV interviews.
- Conduct water resource protection presentations and discussions to environmental organizations, civic groups, state / county legislative bodies, and commissions.

PROFESSIONAL EXPERIENCE

SUFFOLK COUNTY DEPARTMENT OF ENVIRONMENT & ENERGY • Hauppauge, NY **2003 to 7/2008**

Chief Environmental Analyst

Perform analyses of current environmental issues; i.e., energy management, recycling, alkylphenol ethoxylates. Prepare county's annual environmental report; brief legislators on current environmental issues.

- ~ *Wrote proposal for U.S. Department of Homeland Security to retain Plum Island Animal Research Station operations. Federal government subsequently granted $25MM to facility.*
- ~ *Oversaw energy management study & solid waste plan for county facilities.*

SUFFOLK COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD) • Riverhead. NY **1997 to Present**

Chairperson - Board of Directors

Supervise seven, full-time employees in county district.

- ~ *Dramatically increased federal and state county grant revenues.*
- ~ *Developed and implemented special projects in conjunction with the Agricultural Environmental Management(AEM) Program; i.e., construction of pesticide mixing facilities; the installation of an advanced animal wastewater treatment system removing 99% of the nitrogen from private duck farm - significantly improving water quality in Flanders Bay.*
- ~ *Instituted the Long Island Envirothon for Long Island high schools.*
- ~ *Organized the Mid-Atlantic States RC&D Annual Conference at West Point; assisted with initiation of the Suffolk County Annual Farm Festival & Pumpkin Fest at the County Farm and the Annual Conferences of the New York Association of Conservation Districts (NYACD).*

SUFFOLK COUNTY WATER AUTHORITY • Oakdale, NY **2002 to 2007**

Board Member

One of five voting members of the largest Groundwater purveyor in the Country, servicing 1.2 million residents from 550 high capacity wells. Investigated and evaluated new contaminant issues; i.e. MTBE, perchlorate, pharmaceuticals.

- ~ *Initiated the passing of resolution to cap indirect costs to SUNY research foundation; saved $20M within first year; and, $100M over five-year period.*

SUFFOLK COUNTY EXECUTIVE'S OFFICE • Hauppauge, NY **1992 to 2003**

Assistant County Executive for Environmental Affairs

Managed and coordinated environmental functions for 10 independent, environmental agencies, departments and districts. Interacted with the Suffolk County Legislature, public and private organizations.

- ~ *County Executive's representative for all environmental issues, including studies such as the Peconic & South Shore Estuary Programs.*
- ~ *Chairman of the Central Pine Barrens Commission.*
- ~ *Conducted numerous speaking engagements.*

NEW YORK STATE WATER RESOURCES COMMISSION • Hauppauge, NY **1982 to 1992**

Executive Director

Evaluated condition of Long Island's "Sole Source Aquifer;" i.e., held hearings, and drafted legislation to preserve and protect this critical resource. Supervised staff of 15 environmental analysts and attorneys.

- ~ *Drafted 35+ state laws; i.e., banning of all landfills over Long Island's drinking water supply.*
- ~ *Testified before legislative committees and pubic officials.*
- ~ *Developed environmental education and awareness programs; i.e., initiated K-12 water resources curriculum and poster contest within Nassau / Suffolk county school districts.*
- ~ *Delivered presentations to elected officials, civic groups and business organizations.*

TOWN OF BROOKHAVEN • Brookhaven, NY **1975 to 1982**

Director - Department of Environmental Protection

Developed department from ground up as the first environmental director for largest township on Long Island. Supervised staff of 18, including four law enforcement officers (Harbor Masters).

- ~ *Initiated Bay Management and Wetlands Protection Programs; established Mt. Sinai Marine Sanctuary.*
- ~ *Wrote noise ordinance; wetlands, and petroleum substance disposition laws.*
- ~ *Created nature trails; managed youth conservation corps teams.*

SUFFOLK COUNTY HEALTH SERVICES DEPARTMENT • Hauppauge, NY **1974 to 1975**
Public Health Sanitarian
Inspected, surveyed, and analyzed public water supply sources, streams, lakes and beaches. Maintained liaison among local residents, elected officials, and commercial and industrial facilities.

SACHEM CENTRAL SCHOOL DISTRICT • Holbrook, NY **1972 to 1974**
Science Teacher

EDUCATION

S.U.N.Y at Stony Brook, Stony Brook, NY – M.A. in Science Education,
University of Denver, Denver, CO – B.A. in Biology – Minor, Am. History
Adelphi University, Garden City, NY – Paralegal

CERTIFICATIONS

New York State Health Department Certification – Public Health Sanitarian
New York State Permanent Teaching Certification in Biology, Chemistry, Earth & General Science, 7-12

PROFESSIONAL APPOINTMENTS

Brookhaven Town Board – Appointment: Zoning Board of Appeals
George E. Pataki, Governor – State of New York – Appointment: Member of Brookhaven National Laboratory Local Oversight & Monitoring Committee, 2004
George E. Pataki, Governor – State of New York - Appointment: New York State Soil & Water Conservation Committee (1st Long Island Member), 2003
Mario Cuomo, Governor – State of New York - Appointment: New York State Water Resources Planning Council (1st Only Suffolk County Member), 1986

PROFESSIONAL MEMBERSHIPS & ASSOCIATIONS

New York Association of Conservation Districts, 1nd Vice President
Suffolk County Soil & Water Conservation District, Chairman
Lower Hudson / Long Island Resource Conservation & Development Council, Past President
New York State Association of Environmental Management Councils, Former President
Cornell Cooperative Extension of Suffolk County, Board Member / Farm Advisory Committee, Chairman

PROFESSIONAL ASSOCIATIONS

Friends of Fire Island National Seashore • National Sanitation Foundation's Water Treatment Advisory Group
New York State Non-Point Source Coordinating Committee • American Water Resources Association
American Water Works Association • Long Island Ground Water Resources Institute Advisory Committee

AWARDS

New York State Conservation District Employee's Association – District Director Award, 2006
Long Island Farm Bureau – True Friend of Agriculture Award, 2006
NRCS – Team Excellence Award, 2005
New York Association of Conservation Districts – Distinguished Service Award, 2005
Environmental Protection Agency – Award of Merit

Introductory Resolution No. 2018-13 Laid on Table 11/19/13

Introduced by 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 MILAZZO
(SCTM NO. 0200-160.00-07.00-020.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 160.00, Block 07.00, Lot 020.000, and acquired by tax deed on August 05, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 07, 2013, in Liber 12739, at Page 495, and otherwise known and designated by the Town of Brookhaven, as Lot No. 2, on a certain map entitled "Map of Charm City, Section No. 1", filed in the Office of the Clerk of Suffolk County on June 4, 1964 as File No. 4056; 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 05, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 07, 2013 in Liber 12739 at Page 495.

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 MILAZZO has made application of said above described parcel and JOSEPH MILAZZO has paid the application fee and will be paying $78,114.29, 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, 2013; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOSEPH MILAZZO, 864 49th St.- #1A, Brooklyn, NY 11220, 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: _____

2018

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

October 23, 2013

Tax Map No.: 0200-160.00-07.00-020.000
Name of Last Legal Fee Owner: JOSEPH MILAZZO

TREASURER'S COMPUTATION	$78,114.29
Taxes.....2012/2013	INCLUDED
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$78,114.29
Monies to be Received	$78,114.29
RESOLUTION AMOUNT	$78,114.29

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932

APPROVED:

10-24-2013
Accounting
PB:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	160.00	07.00	020.000

ITEM#0714610

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES: 2018

2009	$ 9,464.44
2010	$ 17,524.01
2011	$ 16,594.41
2012	$ 15,892.32
2013	$ 12,386.89

TOTAL: $ 71,862.07

B. INTEREST DUE	$ 2,532.49
C. TOTAL	$ 74,394.56
D. 5% LINE C	$ 3,719.73
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE	$ 78,114.29

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. 17-Sep-13

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 03/16/14

mas

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

2018

Resolution X

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
JOSEPH MILAZZO
0200-160.00-07.00-020.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2013

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

Peter Belyea | | 10-24-13
NEIL TOOMB | Neil Toomb | 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2018

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

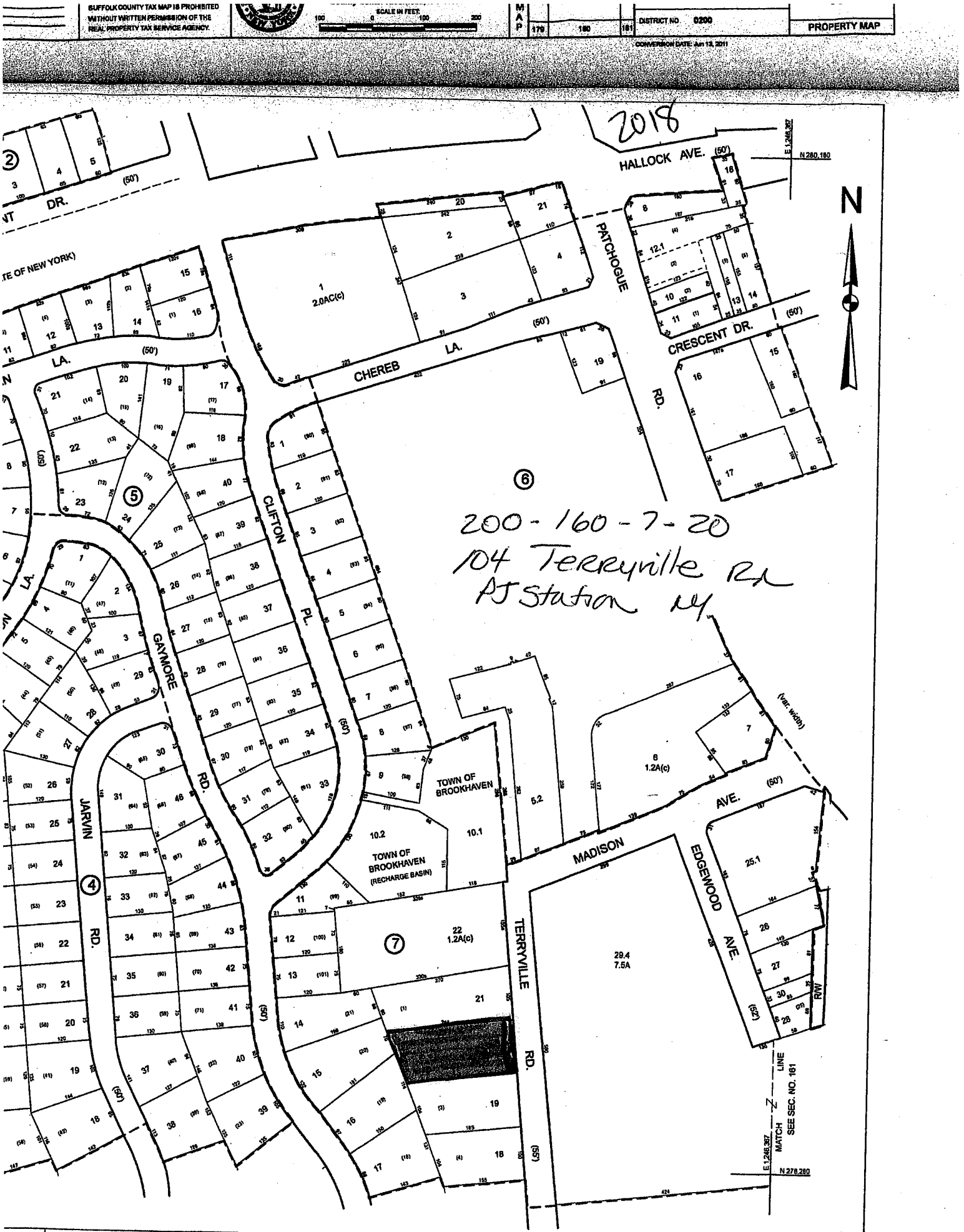
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

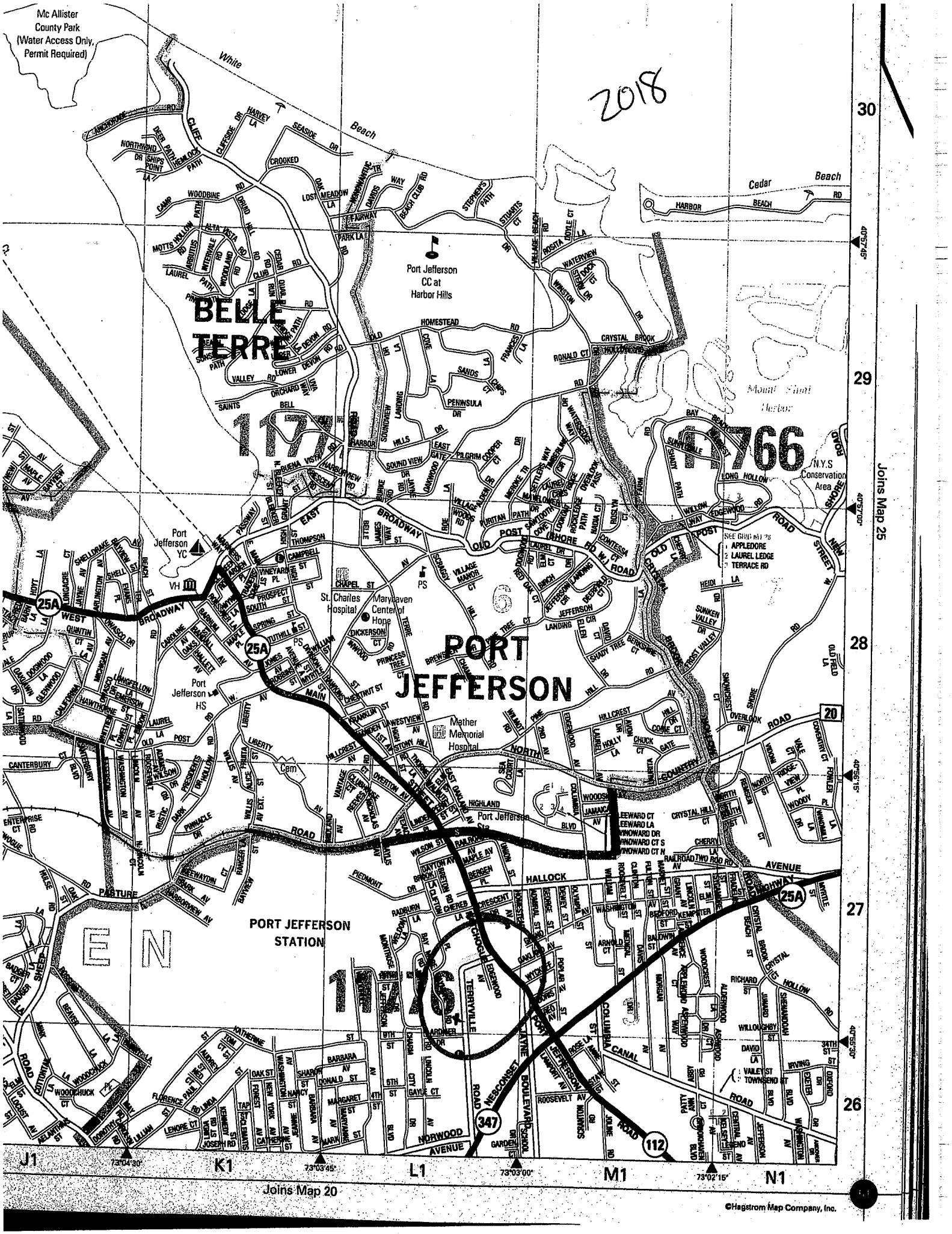
COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office


SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.
SCALE IN FEET
100 0 100 200
MAP 179 180 181
DISTRICT NO. 0200
PROPERTY MAP
CONVERSION DATE: Jun 13, 2011
2018
HALLOCK AVE. (50')
E 1,246,367
N 280,160
N
PATCHOGUE
CRESCENT DR. (50')
CHEREB LA. (50')
RD.
CLIFTON PL. (50')
GAYMORE RD. (50')
JARVIN RD. (50')
TERRYVILLE RD. (55')
MADISON AVE. (60')
EDGEWOOD AVE. (35')
(var. width)
R/W
TOWN OF BROOKHAVEN
TOWN OF BROOKHAVEN (RECHARGE BASIN)
1 2.0AC(c)
6 1.2A(c)
22 1.2A(c)
29.4 7.5A
200 - 160 - 7 - 20
104 Terryville Rd
PJ Station NY
MATCH LINE SEE SEC. NO. 161
E 1,246,367
N 276,280
NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE
COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET
KEY MAP 136 137 138 159 160 181
TOWN OF BROOKHAVEN
VILLAGE OF
SECTION NO
160



2018
Mc Allister County Park (Water Access Only, Permit Required)
White Beach
Cedar Beach
Port Jefferson CC at Harbor Hills
BELLE TERRE
117
766
N.Y.S Conservation Area
Mount Sinai Harbor
Port Jefferson YC
VH
St. Charles Hospital
Maryhaven Center of Hope
PS
PORT JEFFERSON
Port Jefferson HS
Mather Memorial Hospital
Cem
Port Jefferson Sta
PORT JEFFERSON STATION
EN
1176
25A
20
347
112
SEE GRID M1 78
1 APPLEDORE
2 LAUREL LEDGE
3 TERRACE RD
Joins Map 25
Joins Map 20
30
29
28
27
26
40°57'45"
40°57'00"
40°56'15"
40°55'30"
J1
K1
L1
M1
N1
73°04'30"
73°03'45"
73°03'00"
73°02'15"
©Hagstrom Map Company, Inc.

COUNTY OF SUFFOLK

2018

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

October 28, 2013

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

Re: Tax Map No. 0200-160.00-07.00-020.000
JOSEPH MILAZZO

Dear Mr. Schneider:

Enclosed herewith for your approval is an original 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

WRT:PB:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

REVISED COPY 11/14/2013

Intro. Res. No.2019-2013 Laid on Table 11/19/2013
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, ACCEPTING A $4,000,000 EMPIRE STATE DEVELOPMENT GRANT AND AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH ENGINEERING, PLANNING, AND DESIGN OF RONKONKOMA HUB SEWER PROJECT (CP 8156)

WHEREAS, the Ronkonkoma Hub transit-oriented development requires sewer infrastructure to serve the proposed development; and

WHEREAS, an Empire State Development Grant has been received in an amount of $4 million; a portion of which can be applied to the planning and design of those sewer facilities; and

WHEREAS, as a result of a request for proposals, a design engineer has been selected with the estimated total design cost of $1.375 million; $100,000 of which was appropriated via Resolution No. 897-2012; and

WHEREAS, the Suffolk County Legislature has identified $22.9 million in the 2014-2016 Capital Program for construction of the Ronkonkoma Hub Sewer Project with the intent that the design would be completed and, therefore, design funds during 2013 are necessary; and

WHEREAS, sufficient funds are not included in the 2013 Capital Budget and Program to cover the cost of said request under Capital Project 8156 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

WHEREAS, the County must first instance fund the entire cost of the project planning and design and will subsequently be reimbursed by the State with any balance reimbursed by the new sewer district users; 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 2013 Capital Budget, as the basis for funding capital projects such as this project; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $587,500 in Suffolk County Serial Bonds; now, therefore be it

1st **RESOLVED**, that the Legislature accepts the Empire State Development Regional Council Grant Award Incentive Proposal valued at $4,000,000 specifically for planning and construction of sewerage facilities at the Ronkonkoma Hub; and be it further

2nd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8,

hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (18), (21) and (27) of the Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action, since this law is a Type II action, the Legislature has not further responsibilities under SEQRA; and be it further

3rd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-six (66) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

4th **RESOLVED**, that the 2013 Capital Budget and Program be and is hereby amended as follows:

Program No.: 8156
Project Name: Ronkonkoma Hub Sewer Project

	Total Est'd Cost	Current 2013 Capital Budget & Program	Revised 2013 Capital Budget & Program
1. Planning, Design, Supervision	$1,375,000	$0	$587,500B $687,500S
TOTAL	$1,375,000	$0	$1,275,000

and be it further

5th **RESOLVED**, that the proceeds of $587,500 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project No.	JC	Project Title	Amount
525-CAP-8156.110 (Fund 001-Debt Service)	7	Planning and Design for Ronkonkoma Hub Sewer Project	$587,500

and be it further

6th **RESOLVED**, that State Aid be and it hereby is appropriated as follows:

Project No.	JC	Project Title	Amount
Ref-525-CAP-8156.110	7	Planning and Design for Ronkonkoma Hub Sewer Project	$687,500

and be it further

7th **RESOLVED**, that the County Comptroller is authorized to issue Bond Anticipation Notes for the State share; and be it further

8th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept State grant funding directly into Capital Project 8156.110; and be it further

9th **RESOLVED**, the balance of the grant can be appropriated on future resolutions for CP 8156 Ronkonkoma Hub Sewer Project; and be it further

10th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the Standard Agreement for reimbursement with the New York State and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

VINCENT FALKOWSKI, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner

SUBJECT: ACCEPTING AN EMPIRE STATE DEVELOPMENT GRANT AND AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH ENGINEERING, PLANNING, AND DESIGN OF RONKONKOMA HUB SEWER PROJECT (CP 8156)

DATE: November 13, 2013

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW Ronkonkoma Hub Engineering, Planning, and Design Project CP 8156 dated 11-13-13 and backup filed as Backup-DPW Ronkonkoma Hub Engineering, Planning, and Design Project CP 8156 dated 11-13-13. The project has received a $4 million Empire State Development Grant for engineering and construction of sewerage facilities for the Ronkonkoma Hub. It is imperative that the design be completed as soon as possible such that construction can be bid during the latter part of 2015. The attached resolution accepts the grant from the Empire State Development office and appropriates Suffolk County Serial Bonds for a total of $1,275,000. Although sufficient funds are not included in the 2013 Capital Budget and Program to cover the cost of Capital Project 8156, pursuant to the Suffolk County Charter, an offsetting authorization is not required due to amendments being financed in an amount of at least fifty percent (50%) by Federal or State aid. The funds are sufficient to have the final design completed and enter the bidding phase.

We appreciate the resolution being laid on the table as soon as possible.

GA:BW:ni
Attachment
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Lynne Bizzarro, Esq., Chief Deputy County Attorney
Charles Jaquin, General Services Manager
Nick Paglia, Assistant Executive Analyst
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review
ga-bw11-13-13 Backup-DPW Ronkonkoma Hub Project CP 8156 memo to JSchneider

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010 FAX (631) 852-4150

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.):**
Department of Public Works 335 Yaphank Avenue Yaphank, NY 11980	Ben Wright, P.E. Principal Civil Engineer, Sanitation 852-4184

Suggestion Involves:

Technical Amendment _____

Grant Award _____

New Program X
Contract _____
New _____
Rev. _____
Other

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

Accepting an Empire State Development Grant and Amending the 2013 Capital Budget and Program and Appropriating Funds in Connection with Engineering, Planning, and Design of Ronkonkoma Hub Sewer Project (CP 8156)

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

Accepts an Empire State Development Grant, amends the 2013 Capital Program and Budget and appropriates funding.

PLEASE FILL IN REVERSE SIDE OF FORM

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

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. **Type of Legislation**

Resolution X Local Law _____ Charter Law _____

2. **Title of Proposed Legislation**

Accepting an Empire State Development Grant and Amending the 2013 Capital Budget and Program and Appropriating Funds in Connection with Engineering, Planning, and Design of Ronkonkoma Hub Sewer Project (CP 8156)

3. **Purpose of Proposed Legislation**

Accepts a grant and appropriates engineering funds to complete the design of the Ronkonkoma Hub Sewerage Facilities.

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

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

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

6. **If the answer to item 4 is "yes," Provide Detailed Explanation of Impact**

Accepts a grant and appropriates engineering funds to complete the design of the Ronkonkoma Hub Sewerage Facilities.

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

8. **Proposed Source of Funding**
State Grant and Suffolk County Serial Bonds

9. **Timing of Impact**
2013

10. **Typed Name & Title of Preparer**	11. **Signature of Preparer**	12. **Date**
Ben Wright, P.E. Principal Civil Engineer, Sanitation	Ben Wright	11/13/13

SCIN FORM 175B (10/95)
ga-bw11-13-13 Backup DPW 175B Ronkonkoma Hub Project CP 8156

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL - Accepting an Empire State Development Grant and Amending the 2013 Capital Budget and Program and Appropriating Funds in Connection with Engineering, Planning, and Design of Ronkonkoma Hub Sewer Project (CP 8156)

PURPOSE OR GENERAL IDEA OF BILL – The resolution provides the remaining funding to complete the planning and design of the Ronkonkoma Hub sewerage facilities.

SUMMARY OF SPECIFIC PROVISIONS – The resolution utilizes Suffolk County Serial Bonds and an Empire State Development Grant to provide $1,275,000 million in engineering fees in order to complete the final design of the sewage facilities for the Ronkonkoma Hub.

JUSTIFICATION – The project has received $4 million in Empire State Development Grant for engineering and construction and the schedule that has been proposed indicates that the project should be ready to bid during the early part of 2015.

FISCAL IMPLICATIONS - The overall project is estimated to cost $22.9 million and to date $4 million has been received as a grant from Empire State Development. Although the County is first instancing the funds once the sewer district is formed, the users of that district will reimburse the County for the planning, design and construction costs.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2019

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2013, ACCEPTING AN EMPIRE STATE DEVELOPMENT GRANT AND AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH ENGINEERING, PLANNING, AND DESIGN OF RONKONKOMA HUB SEWER PROJECT (CP 8156)

3. Purpose of Proposed Legislation

See above.

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

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

100% NYS grant reimbursed if incentives are met. County to first instance project costs and be reimbursed from NYS, with any balance reimbursed by the new sewer district users. County authorized to issue serial bonds for County share and BANS and BANS for State share. All reimbursements can be directed to pay debt service, if incurred.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

NYS Regional Council Award Grant and Suffolk County Serial Bonds and/or BANS. County to be reimbursed 100% for planning costs if incentives are met.

9. Timing of Impact

FOR DEBT SERVICE, IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2013 OR 2014. FOR STATE AID, REIMBURSEMENTS WILL BE RECEIVED AS INCENTIVES ARE MET.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		11/13/2013

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2019

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County
General Obligation Serial Bonds
Level Debt

2019

Term of Bonds	5
Amount to Bond:	$587,500

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2014					
11/1/2015	2.000%	$111,101.65	$16,450.00	$127,551.65	$127,551.65
			$6,669.58	$6,669.58	
11/1/2016	3.000%	$114,212.49	$6,669.58	$120,882.07	$127,551.65
			$5,070.60	$5,070.60	
11/1/2017	3.000%	$117,410.44	$5,070.60	$122,481.05	$127,551.65
			$3,426.86	$3,426.86	
11/1/2018	3.000%	$120,697.94	$3,426.86	$124,124.79	$127,551.65
			$1,737.08	$1,737.08	
11/1/2019	3.000%	$124,077.48	$1,737.08	$125,814.56	$127,551.65
11/1/2020		$587,500.00	$50,258.24	$637,758.24	$637,758.24
11/1/2021					
11/1/2022					
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
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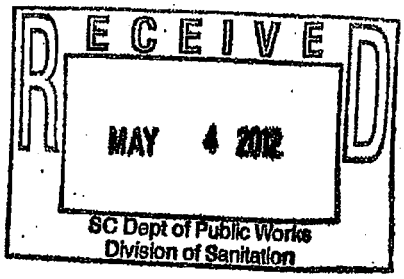
11/1/2032					

2019

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE



DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

May 3, 2012

Andrea Lohneiss, Director
LI Regional Empire State Development
150 Motor Parkway, Ste. 311
Hauppauge, NY 11788-5176

RE: NEW YORK STATE CONSOLIDATION FINANCIAL APPLICATION (CFA) GRANT NO. 7156 FOR RONKONKOMA HUB REDEVELOPMENT, RONKONKOMA NY

Ms. Lohneiss,

Attached is a fully endorsed copy of the Regional Council Award Incentive Proposal for the above referenced project as well as a copy of an Executive Office/Office of Succession give Regina Calcaterra, Chief Deputy County Executive authority to sign on behalf of County Executive Steven Bellone.

If you have any questions or require additional information for this application, please don't hesitate to contact this office.

Very truly yours,

Gilbert Anderson, P.E.
Commissioner

GA/bd
cc: John Donovan, P.E., Chief Engineer

COUNTY OF SUFFOLK

2019

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Regina Calcaterra, Chief Deputy County Executive

FROM: Gilbert Anderson, Commissioner of Public Works

DATE: April 30, 2012

RE: **NEW YORK STATE CONSOLIDATED FINANCIAL APPLICATION (CFA) GRANT No. 7156 FOR RONKONKOMA HUB REDEVELOPMENT, RONKONKOMA NY**

Attached is the referenced Regional Council Award incentive proposal forwarded for signature and execution by the county Executive. As previously discussed, this grant is for $4,000,000 for design of sewage treatment facility and sewer collection system for the Ronkonkoma Hub.

If you have any questions or concerns regarding this mater, please let me know. Otherwise when the document has been signed, please let this office know and we will have the documents picked up and mailed back to Empire State Development.

GA/bd
cc: Philip Berdolt, Deputy Commissioner
John Donovan, P.E., Chief Engineer ✓

Empire State Development

LONG ISLAND REGIONAL OFFICE

2019

Andrea Lohneiss
Long Island Regional Director

RECEIVED
APR 25 2012
SC DEPT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

April 20, 2012

Gilbert Anderson
Suffolk County Commissioner of Public Works
Suffolk County Department of Public Works
335 Yaphank Avenue
Yaphank, NY 11980

Dear Commissioner Anderson:

On behalf of New York State and Empire State Development, please let me express my enthusiasm for working with you and the Suffolk County Department of Public Works to construct a new Ronkonkoma Hub Sewage Treatment Plan in Ronkonkoma as part of an overall project to redevelop the area as a transit-oriented development in New York State. This is an important regionally collaborative project between the Towns of Brookhaven and Islip.

As we understand the project as outlined in Consolidated Financial Application ("CFA") #7156, the Suffolk County Department of Public Works will design and construct an new sewage treatment plant in the Town of Islip, Suffolk County, creating 60 construction jobs and 35 permanent jobs, and involving investment of $30,175,000. The new STP will be the catalyst for the development of the transit-oriented development planned north of the railroad station and involving development at MacArthur Airport in the Town of Islip.

To encourage you to proceed with this project, we are offering the Suffolk County Department of Public works incentives valued at $4,000,000.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are prepared to assist Suffolk County Department of Public Works in the development of its STP in the Long Island Region of New York State. If you choose to accept our offer, please acknowledge your decision by endorsing the last page of the attached proposal and returning one copy to me and once copy to Susan Shaffer, Vice President of Empire State Development's Loans and Grants Department, by May 20, 2012.

We look forward to working with you on this exciting project and can be reached at 631-435-0717 at your convenience.

Very truly yours,

Andrea Lohneiss

Andrea Lohneiss

cc: Joseph Chan, Susan Shaffer

Attachment: ESD Incentive Proposal

2019

Empire State Development | **REGIONAL COUNCIL AWARD – INCENTIVE PROPOSAL**

Suffolk County Department of Public Works

April 20, 2012

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development ("ESD") to the Suffolk County Department of Public Works to assist with its project in the Town of Brookhaven, Suffolk County. This offer is based upon the submission of CFA #7156 and subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

I. GENERAL INFORMATION

a) Recipient Name:	Suffolk County Department of Public Works (the "Recipient")
b) Contact Information:	Gilbert Anderson Suffolk County Commissioner of Public Works 335 Yaphank Avenue Yaphank, NY 11980 Phone: 631-852-4010 Fax: 631-852-4150
c) Project Location(s):	Ronkonkoma Hub Sewage Treatment Plant: a nine-acre property south of Ronkonkoma Train Station in Town of Islip (tax map 0200 80000 0200 028004).
New York State Empire Zone:	N/A
d) Type of Business:	Municipality
e) Number of Full-time, Permanent Employees at all NYS Locations as of Today's Date:	0
f) Number of Full-time, Permanent Employees at Project Location(s) as of Today's Date:	0
g) Number of Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s) as of Today's Date:	0

II. PROJECT SPECIFICS

a) Project Description:	Design and inspection costs for a new 500,000-gallon-per-day Ronkonkoma Hub Sewage Treatment Plant in the Town of Islip, Suffolk County. The Ronkonkoma Hub Sewage Treatment Plant will stimulate a new, transit-oriented development north of the railroad station in the Town of Brookhaven known as "The Ronkonkoma Hub" and future development within and adjacent to the MacArthur Airport.
b) Estimated Schedule:	Begin: April 2012 Complete: April 2014 Anticipated ESD Directors' Approval: June 2014
c) Company Employment Commitment:	Employ 35 new Full-time Permanent Employees at the Project Location by January 1, 2015.
d) Time Period Required for Employment to be maintained at Project Location(s):	Through January 1, 2017

New York State Job Bank: ESD encourages the Recipient to post job openings associated with this project through the New York State Job Bank http://www.jobcentral.org/ny/, where New Yorkers can view the region they live in, see which industries are growing, and find out what jobs are available in various economic sectors.

Definition of Full-time Permanent Employee: (i) a full-time, permanent, private-sector employee on the Recipient's payroll, who has worked at the Project Location for a minimum of 35 hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Recipient's payroll, who have worked at the Project Location for a combined minimum of 35 hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties.

III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Plans and Construction Documents for Ronkonkoma Hub Sewage Treatment Plant:	$2,100,000
Inspection Services during Construction:	$945,000
Plans and Construction Documents for Sanitary Sewers, Force Mains & Pump Station:	$600,000
Inspection of Sewer Installation:	$430,000
Sewage Treatment Facility Construction:	$21,000,000
Sewers & Pump Station Construction:	$5,100,000
Total Estimated Cost:	**$30,175,000**

IV. ESD INCENTIVES

Regional Council Capital Fund – Capital Grant – Project #X794

a) Amount: $4,000,000

b) Use of Funds: Reimbursement for a portion of planning, design and inspection services

c) Requirements: Funds will be disbursed in lump sum upon project completion, as described in Sections II and III above and as evidenced by documentation verifying project expenditures of approximately $30,175,000, compliance with Design and Construction requirements, and evidence of 35 new full-time jobs at the project location.

ESD will be entitled to recoup all or part of ESD's grant if the Recipient fails to reach or retain employment as agreed upon at the Project Location, as described above in Sections II(c) and (d), and consistent with the disbursement installments mentioned above in Section IV(c).

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2015. Expenditures incurred prior to written acceptance of this offer cannot be reimbursed by grant funds.

The 35 jobs cannot be transfer of existing jobs from other locations.

d) Financial Disclosure: Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors acceptable to ESD must be provided prior to ESD Board approval.

e) Recapture Grant funds will be subject to *pro rata* recapture if property is sold within 5 years.

General Requirements

- **Equity:**
  The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project.

- **Fees:**
  The Recipient will provide a $250 fee, due at the time of acceptance of this Incentive Proposal, and a 1% commitment fee ($40,000), due when the Recipient executes documents required for processing the grant. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

- **Non-Discrimination and Contractor Diversity:**
  ESD's Non-discrimination and Contractor Diversity policy will apply to the Project. The Recipient shall be required to use good faith efforts to achieve an overall Minority and Women Business Enterprise ("MWBE") Participation Goal of 28%, Minority Business Enterprise ("MBE") Participation goal of 16% and a Women Business Enterprise ("WBE") Participation goal of 12% related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the Project. A further explanation of the MWBE requirements is attached hereto.

- **Design and Construction Review:**
  At the time of payment, ESD's Design and Construction (D&C) staff will require documents which will include; Final Payment Requisition, Contractor Waivers of Lien and Certificate of Occupancy or Temporary Certificate of Occupancy.

- **Environmental, Historic and Smart Growth Review:**
  Please note in particular the Environmental, Historic and Smart Growth Review requirements at the end of the attached document, which, if applicable, must be satisfied prior to ESD Board approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

- **Environmental Sustainability:**
  ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

- **Modification:**
  ESD reserves the right to review and reconsider project and property selections in the event of material changes in the project plans or circumstances.

- **Reservations of Rights Concerning Funding Commitment:**
  It is expected the project will proceed in the time frame set forth by the Applicant. If the implementation of a project fails to proceed as planned and is delayed for a significant period of time and there is, in the exclusive judgment of ESD, doubt as to its viability, ESD reserves the right to cancel its funding commitment to such project.

- **Next Steps After Accepting this Incentive Proposal:**
  Within 30 days of your acceptance of this Incentive Proposal, ESD will send a letter acknowledging receipt of the signed Incentive Proposal. The letter will include any specific Non-discrimination and Affirmative Action hiring targets and suggestions of qualified local businesses, a guide to the ESD Approval and Disbursement Process, and relevant contact information. Prior to ESD Board approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Board approval typically occurs at project completion.

V. SUMMARY

Total ESD Assistance: **$4,000,000**

Expiration of Proposed Offer:
This proposal expires 30 (thirty) days from the date of this offer unless endorsed below and received by ESD prior to the expiration date.

Expiration of Accepted Offer:
The accepted proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

APPROVED BY: _____ Date: 4/20/12

Susan Shaffer, Vice President
ESD Loans & Grants
633 Third Avenue
New York, NY 10017
Phone: (212)803-3644
Fax: (212)803-3925

ACCEPTED BY: _____ Date: May 3, 2012

Steve Bellone, Suffolk County Executive
Suffolk County Department of Public Works
PO Box 6100
Hauppauge, NY 11788
Phone: (631) 853-5593
Fax: (631) 853-4818

on behalf of Steve Bellone via written confirmation. See attached.

* Please see the following Affirmation page, which must be completed, signed and notarized for this Incentive Proposal to be considered accepted.

AFFIRMATION

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

The Undersigned, being duly sworn, deposes and says:

1. I,_____, am the _____ of _____ (the "Recipient"), a corporation [limited liability company] that is duly organized and validly existing under the laws of _____, and is authorized to do business and is in good standing in the State of New York.

2. I have read and know the contents of the Incentive Proposal prepared by the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") dated the _____day of _____, 20__.

3. I have reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants (together, "Information").

4. I know all of the Information provided by Recipient or its third party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.

5. Recipient did not make a decision to undertake the project described in the Incentive Proposal prior to [date of Incentive Proposal.]

6. Recipient hereby accepts the terms of the Incentive Proposal.

7. Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project.

8. For and on behalf of Recipient, I agree to allow the NYS Department of Taxation and Finance to share Company tax information with Empire State Development.

9. For and on behalf of Recipient, I authorize the Commissioner of Labor to disclose, to employees of both the New York State Department of Labor and Empire State Development, all records filed by the Recipient in making Unemployment Insurance (U.I.) reports and contributions required by State Labor and Tax Law, including, but not limited to, all information contained in or relating to the quarterly combined withholding, wage reporting and U.I. returns, the registration for U.I., the New Hire file, and all records of U.I. delinquencies. In addition, this authorization shall include all information contained in any survey reports requested by the Department of Labor on behalf of the U.S. Department of Labor, Bureau of Labor Statistics including, but not limited to, the Current Employment, Occupational Employment, multiple worksite, and annual refiling surveys. The use of information and records released pursuant to this authorization shall be limited to government purposes concerning the company and assistance described in this incentive proposal to monitor compliance with worker protection laws and with the conditions and requirements associated with the financial assistance being requested.

10. I certify, under penalty of perjury, that the Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws.

_____
Signature

Subscribed and sworn to before me
this _____ day of _____, 20__

_____
Notary Public

ENVIRONMENTAL, HISTORIC AND SMART GROWTH REVIEW REQUIREMENTS

Approval of funding by ESD, a public benefit corporation of the State of New York, requires compliance with environmental, historic and smart growth review requirements under New York State regulations. The information below provides a brief guide to the review processes. If you have any questions about the required documentation or how to proceed in these areas, please contact ESD's Planning & Environmental Review Office at (212) 803-3252 or 3253. **Physical work on an ESD-funded project must not be started prior to the completion of any necessary environmental, historic and/or smart growth review.**

Environmental Review

- Projects or physical activities, such as construction or other activities that may affect the environment by changing the use, appearance or condition of a site or structure require review under the State Environmental Quality Review Act (SEQRA)(6 NYCRR Part 617).
- The applicant must demonstrate compliance with SEQRA. If SEQRA review is required for the project, the review must be completed by a lead agency such as a municipal planning or zoning board, common council, county industrial development agency, or ESD itself.
- Please note that if the project consists of more than one phase, a SEQRA review must be completed for all known or reasonably foreseeable phases of the project, not only the phase that is the subject of ESD funding. An environmental review of only a portion of a project constitutes improper segmentation under SEQRA and is not accepted except in special circumstances.
- Required SEQRA documentation:
- If the project has been determined to have no significant effect on the environment, the following two documents must be provided:

    1. Environmental Assessment Form (EAF) –Short or Full EAF, as appropriate for the project. All parts must be fully completed; and
    2. Negative Declaration

    If a Positive Declaration was issued for the project, indicating that the project may have a significant adverse impact on the environment, the following documents must be provided:

    1. Draft and Final Environmental Impact Statement (DEIS and FEIS) – digital copy is preferable; and
    2. Lead Agency Statement of Findings.

For further information about SEQRA, please visit the New York State Department of Environmental Conservation's web site at http://www.dec.ny.gov/63.html.

Historic Review

- Projects involving a building, structure, district, or site, including underground or underwater sites, listed on or eligible for listing on the State or National Register of Historic Places (S/NR) must be evaluated by the State Historic Preservation Office (SHPO) of the New York State Office of Parks, Recreation and Historic Preservation in accordance with Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law. Buildings that are more than 50 years old that are historically, architecturally, archeologically, or culturally significant may meet the eligibility criteria for S/NR listing.

- The applicant must demonstrate compliance with Section 14.09. In order to complete the SHPO consultation process, the applicant must write to SHPO, notifying them of the proposed state funded project and requesting comment on the project, and submit project materials along with the Project Review Submission Cover Form found on the SHPO web site at http://nysparks.state.ny.us/shpo/environ/forms.htm. Upon completion of the SHPO consultation process, SHPO will determine whether or not the project will have an adverse impact on historical or cultural resources and will then provide a letter of comment on the project.

- Required SHPO documentation:

  - Letter of No Adverse Impact determination or
  - Letter of Resolution – required if SHPO determines that the project will have an Adverse Impact on historic or cultural resources.

Smart Growth

The State Smart Growth Public Infrastructure Policy Act of 2010 requires that public infrastructure projects approved, undertaken, supported or financed by a State Infrastructure Agency, which includes ESD, to the extent practicable, are consistent with relevant Smart Growth Criteria specified in the law. Projects that involve ESD approval of funding for public infrastructure (e.g., publicly-supported roads, bridges, streetscapes, other transportation systems, drinking water, sewers, drainage systems, and utilities) will require the completion of a Smart Growth Impact Statement prior to approval of funding. ESD staff may contact the applicant if a Smart Growth Impact Statement is required.

The full text of the State Smart Growth Public Infrastructure Policy Act may be found at: http://assembly.state.ny.us/leg/?default_fid=&bn=A08011&term=2009&Text=Y

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MWBEs

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for MWBEs.

b) For purposes of this project, ESD hereby establishes an overall goal of 25% for MWBE participation, 15% for MBE participation and 10% for WBE participation (based on the current availability of qualified MBEs and WBEs).

c) Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

d) For purposes of providing meaningful participation by MWBEs on the project and achieving the project goals established herein, Recipient should reference the directory of New York State Certified MBWEs found at the following internet address:

http://www.esd.ny.gov/MWBE/directorySearch.html

Additionally, Recipient is encouraged to contact the Office of Contractor and Supplier Diversity Project Manager, Vikas Gera, at (212) 803-3244 to discuss additional methods of maximizing participation by MWBEs on the project.

e) Recipient is required to submit a MWBE Utilization Plan on Form E4 not later than ten (10) days after the execution of this Incentive Proposal. Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to ESD.

f) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of ESD acceptance or issue a notice of deficiency within twenty (20) days of receipt.

g) If a notice of deficiency is issued, Recipient agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY, EMPIRE STATE DEVELOPMENT, 633 THIRD AVENUE, 33RD FLOOR, NEW YORK, NY 10017, 212-803-3226 (ph), 212-803-3223 (fax), a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form E5. Failure to file the waiver form in a timely manner may result in

a finding that Recipient has intentionally or willfully failed to comply with the requirements of Article 15-A of the Executive Law and the MWBE provisions outlined herein.

h) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:

1. If a Recipient fails to submit a MWBE Utilization Plan;
2. If a Recipient fails to submit a written remedy to a notice of deficiency;
3. If a Recipient fails to submit a request for waiver; or
4. If ESD determines that the Recipient has failed to document good faith efforts.

i) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.

j) Recipient is required to submit a Quarterly M/WBE Contractor Compliance & Payment Report on Form E6 to the EMPIRE STATE DEVELOPMENT CORPORATION, 633 THIRD AVENUE, 33RD FLOOR, NEW YORK, NY 10017, 212-803-3244 (ph), 212-803-3223 (fax), by the 10th day following each end of quarter over the term of the project documenting the progress made toward achievement of the MWBE project goals.

k) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.

Empire State Development

Form E6 (REVISED 04/2012)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT

PROJECT SPONSOR/DEVELOPER
(or "REPORTING COMPANY"):
FEDERAL EIN #:
ADDRESS:
TOWN/COUNTY/ZIP:
CONTACT PERSON:
TELEPHONE:
EMAIL:

ESD/OCSD REPRESENTATIVE:
PROJECT NAME:
PROJECT #:
PROJECT START DATE:
PERCENT COMPLETE:
ACTUAL COMPLETION DATE:

Attach M/WBE executed contracts, final lien waivers, cancelled checks, etc., or other documentation describing the "Good Faith Efforts" taken to achieve M/WBE program. This report should be completed and signed by an officer of the Reporting Company.

PRIME CONTRACTOR (Federal EIN #, Firm's Name, Address, Contact Person, Title and Phone # with area code)	CONTRACT AMOUNT	M/WBE SUBCONTRACTOR (Federal EIN #, Subcontractor Name, Address, Contact Person, Title and Phone # with area code)	SCOPE OF SERVICES	M/WBE CONTRACT AMOUNT	M/WBE PAYMENTS PREVIOUSLY REPORTED	M/WBE PAYMENTS ON CURRENT REPORT	TOTAL M/WBE PAYMENTS TO DATE

CERTIFICATION: I, _____ (Print Name), the _____ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ **DATE:** _____

SUBMIT REPORT TO: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
EMPIRE STATE DEVELOPMENT CORPORATION
633 THIRD AVENUE, 33rd FLOOR
NEW YORK, NY 10017

Questions? Contact the Office of Contractor and Supplier Diversity at ocsd@esd.ny.gov.

Empire State Development

Form E4 (REVISED 2012/04)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Federal Employer Identification No. (FEIN):

Offeror's Name:

Offeror's Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Solicitation No.:

Project No.:

M/WBE Goals in the Contract: MBE - % WBE - %

1. Certified M/WBE Subcontractors/Suppliers Federal Employer Identification Number (FEIN), Name, Address, Phone, Fax and Email Address.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies / Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			
B.	NYS ESD CERTIFIED ☐ MBE ☐ WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A WAIVER REQUEST FORM (FORM E4).

Empire Development

Form E4 (REVISED 2012/04)

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE UTILIZATION PLAN

PREPARED BY (Signature): _____ **DATE:**

Preparer's Name (Print or Type):

Preparer's Title:

Date:

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.:	EMAIL ADDRESS:

**** FOR OCSD-M/WBE USE ONLY ****

REVIEWED BY:	DATE:

UTILIZATION PLAN APPROVED?

☐ YES ☐ NO Date:

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

☐ YES ☐ NO Date of Issue:

NOTICE OF ACCEPTANCE ISSUED?

☐ YES ☐ NO Date of Issue:

Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

WAIVER REQUEST FORM

FORM E5 (REVISED 2012/04)

Waiver Applicant	
Offeror / Contractor Name:	Fed ID No.:
Address:	Solicitation/Contract No.:
City, State, Zip Code:	M/WBE Goals: MBE: ____ % WBE: ____ %

By submitting this form and the required information, the offeror / contractor certifies that every "Good Faith Effort" has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. Review 5 NYCRR §142.8, Contractor's Good Faith Efforts, on page 2 of this form for the precise definition of "Good Faith Effort".

Contractor is requesting a:

1. ☐ MBE Waiver – A waiver of the MBE Goal for this procurement is requested.
   ☐ Total ☐ Partial
2. ☐ WBE Waiver – A waiver of the WBE Goal for this procurement is requested.
   ☐ Total ☐ Partial
3. ☐ Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development).

   Date of such filing with Empire State Development Corporation: _____

PREPARED BY (Signature): _____ Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:

Submit with the bid or proposal or if submitting after award submit to:

Empire State Development Corporation
Office of Contractor and Supplier Diversity
633 Third Avenue, 33rd Floor
New York, New York 10017

******* FOR M/WBE USE ONLY *******

REVIEWED BY:	DATE:

Waiver Granted: ☐ **YES** **MBE:** ☐ **WBE:** ☐

☐ **Total Waiver** ☐ **Partial Waiver**

☐ **ESD Certification Waiver** ☐ ***Conditional**

☐ **Notice of Deficiency Issued** _____

*** Comments:**

5 NYCRR §142.8 - Contractor's Good Faith Efforts

(a) The contractor must document its good faith efforts toward meeting certified minority and women-owned business enterprise utilization plans by providing, at a minimum:

(1) Copies of its solicitations of certified minority and women-owned business enterprises and any responses thereto;

(2) If responses to the contractor's solicitations were received, but a certified minority or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;

(3) Copies of any advertisements for participation by certified minority and women-owned business enterprises timely published in appropriate general circulation, trade and minority or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;

(4) Copies of any solicitations of certified minority and/or women-owned business enterprises listed in the directory of certified businesses;

(5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;

(6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority and women-owned business enterprises.

(b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:

(1) Whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;

(2) The number of certified minority and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;

(3) The actions taken by the contractor to contact and assess the ability of certified minority and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;

(4) Whether the contractor provided relevant plans, specifications or terms and conditions to certified minority and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;

(5) The terms and conditions of any subcontract or provision of suppliers offered to certified minority or women-owned business enterprises and a comparison of such terms and conditions

OFFICE OF THE COUNTY EXECUTIVE

Steve Bellone
COUNTY EXECUTIVE

January 19, 2012

Ms. Judith A. Pascale
Suffolk County Clerk
Riverhead County Center
310 Center Drive
Riverhead, NY 11901

Reference: Executive Office/Order of Succession

Dear Judy:

Pursuant to Section 3-8 and Section 3-9 of the SUFFOLK COUNTY CHARTER, Regina Calcaterra is hereby appointed as Chief Deputy County Executive to assist with the discharge of responsibilities of the Office of the County Executive and to perform the administrative duties of the County Executive during my temporary absence or disability.

Sincerely,

Steve Bellone
County Executive

SB/aml

LOCATION:
H. LEE DENNISON BUILDING, 12th FLOOR
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS:
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099

OFFICE (631) 853-4000
FAX (631) 853-4818

ARTICLE III. County Executive
§ C3-1. Position established.
§ C3-2. General function.
§ C3-3. Specific functions.
§ C3-4. Delegation of powers and duties by County Legislature.
§ C3-5. Residency requirement; time to be spent on duties.
§ C3-6. Term of office.
§ C3-7. Removal from office.
§ C3-8. Appointment of deputies.
§ C3-9. Temporary disability or absence.
§ C3-10. Vacancy in office.

Article III. County Executive

[Amended 8-25-1969 by L.L. No. 16-1969 *Editor's Note: This local law was approved at referendum 11-4-1969.* **]**

§ C3-1. Position established.

There shall be a County Executive elected from the County at large.

§ C3-2. General function.

The County Executive shall be the chief executive officer of the County government and its administrative head.

§ C3-3. Specific functions.

[Amended 9-12-1972 by L.L. No. 15-1972; 12-11-1973 by L.L. No. 27-1973; 11-7-1974 by L.L. No. 29-1974; 11-7-1974 by L.L. No. 30-1974; 4-19-1977 by L.L. No. 13-1977; 4-19-1977 by L.L. No. 15-1977; 10-23-1979 by L.L. No. 31-1979; 5-13-1980 by L.L. No. 15-1980; 11-25-1980 by L.L. No. 9-1981]In addition to the functions assigned to the County Executive in other provisions of this Charter, the County Executive shall:

A. Have general supervision over all administrative units of the County, except as otherwise provided in this Charter.

B. Except as otherwise provided by law or by this Charter, appoint, with the approval of the County Legislature, the heads of every County department and office and the members of County boards and commissions and appoint, without the approval of the County Legislature but within the appropriations therefor, such officers and employees in his own office as may be necessary for the performance of his duties.

C. Discharge his responsibilities in County budgeting and capital programming, as provided in Article IV of this Charter.

D. Take care that the laws applicable to the County and that the local laws and resolutions of the County are faithfully executed.

E. Investigate and report to the County Legislature the failure of any County officer or other County official or the head of any administrative agency or institution to enforce any law or to perform any duty which such official, agency or institution is required to enforce or perform.

F. Report to the County Legislature annually at the close of the fiscal year, or as soon thereafter as practicable, the financial and other affairs of the County, together with the reports of the departments of County government. If the County Executive wishes to deliver a verbal report to the County Legislature, he shall do so at a regularly scheduled meeting of the Legislature.

[Amended 4-27-2010 by L.L. No. 20-2010]

G. Present to the County Legislature from time to time such information and recommendations concerning the affairs of the County as he may deem necessary or as the County Legislature may by resolution request.

H. Have authority, jurisdiction and control over the rules for the administration of the Suffolk County Salary Plan and labor contracts as may be, from time to time, promulgated by action of the County Legislature or County Executive.

§ C3-4. Delegation of powers and duties by County Legislature.

The County Legislature may, by local law or resolution, delegate to the County Executive the exercise or performance of any of its powers and duties consistent with law.

§ C3-5. Residency requirement; time to be spent on duties.

The County Executive shall have been a resident of the County for at least one year immediately preceding his election and shall reside in the County during his entire term of office. He shall give his whole time to the duties of the office.

§ C3-6. Term of office.

[Amended 8-17-1993 by L.L. No. 27-1993]

A. The County Executive's term of office shall be four years from and including the first day of January next following his election.

B. The first election of the County Executive having been conducted at the general election held in 1959, the election of a County Executive for a full term shall be held each fourth year thereafter.

C. No person shall serve as a County Executive for more than 12 consecutive years.

§ C3-7. Removal from office.

The County Executive may be removed by the Governor in the manner provided in § 33 of the Public Officers Law for the removal of other County officers.

§ C3-8. Appointment of deputies.

The County Executive may appoint one or more deputies, within the appropriation therefor, to assist him in discharging the responsibilities of his office. The consent of the Legislature to any such appointment shall not be required.

§ C3-9. Temporary disability or absence.

The County Executive shall designate one deputy to perform the administrative duties of the County Executive during his temporary absence or disability and shall file such designation with the County Clerk. The acts so performed by such deputy shall have the same effect in law as if performed by the County Executive.

§ C3-10. Vacancy in office.

A. If the office of County Executive becomes vacant other than by expiration of the term, the Deputy County Executive designated under § C3-9 shall become Acting County Executive with the full powers of the office until the vacancy is filled in accordance with Subsection B or C of this section.

B. A vacancy in the office of County Executive, other than by expiration of the term, shall be filled by a special election to be held within 90 days after the creation of such vacancy except as provided in Subsection C. The person so elected shall serve for the balance of the unexpired term.

[Amended 3-16-1988 by L.L. No. 19-1988]

C. If said vacancy may be filled by a general election to be held no more than 90 days after the vacancy occurs, then no special election shall be held, and the vacancy shall be filled by a general election. The person so elected at the general election shall serve for the balance of the unexpired term. If said vacancy occurs after a general election in the office of an incumbent who has not been reelected, then the Deputy County Executive designated in § C3-9 of the County Charter as the Acting County Executive shall serve until and including the 31st day of December next succeeding the vacancy.

[Amended 3-16-1988 by L.L. No. 19-1988]

June 22, 2012

Subject: Long Island Regional Economic Development Council CFA # 7156 Award Letter from Commissioner Kenneth Adams sent to Suffok County Department of Public Works.

We are required to report annually on regional council performance and we are requesting your assistance in our data collection process, which will enable the state to analyze the economic impact of the New York State, Regional Economic Development Council investment. Please complete and sign, then return this form to the Long Island office of Empire State Development before July 9, 2012. We can receive the confidential material via fax or e-mail at the following: Fax – 631-435-3399 • email - NYS-LongIsland@esd.ny.gov

Anticipated Project Completion Date	
Actual Project Budget as of 6/30/2012	$
Amount of CFA Award	$4,000,000.00
Project Description:	To be located on 9-acres of Suffolk County-owned property in the Town of Islip south of the Ronkonkoma Train Station (The Hub TOD is 50 acres of property north of the Ronkonkoma Station in the Town of Islip)

Job Creation Projects

Actual Jobs thru 6/30/2012	Projected Jobs Year two	Projected Jobs Year three	Projected Jobs Year four	Projected Jobs Year five
0	5	50	50	N/A
Actual Wages thru 6/30/2012	**Projected Wages Year two**	**Projected Wages Year three**	**Projected Wages Year four**	**Projected Wages Year five**
0	$75,000/person	$50,000/person	$50,000/person	N/A

[1]**Definition of Full-time Permanent Employee:** (i) a full-time, permanent, private-sector employee on the Recipient's payroll, who has worked at the Project Location for a minimum of 35 hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Recipient's payroll, who have worked at the Project Location for a combined minimum of 35 hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties.

Definition of Full-time Contract Employee: a full-time private sector employee (or self-employed person) who is not on the Recipient's payroll but who works exclusively for the Recipient at the project location for a minimum of 35 hours per week for not less than four consecutive weeks, providing services that would otherwise be provided by a Full-time Permanent Employee. The position held by a Full-time Contract Employee must be a year-round position.

Actual and Projected[2] Full-Time Permanent Secondary Jobs Created				
Actual Jobs thru 6/30/2012	Projected Jobs Year two	Projected Jobs Year three	Projected Jobs Year four	Projected Jobs Year five
Ø	Ø	Ø	Ø	Ø

Actual and Projected[2] Full-Time Permanent Secondary Wages				
Actual Wages thru 6/30/2012	Projected Wages Year two	Projected Wages Year three	Projected Wages Year four	Projected Wages Year five
Ø	Ø	Ø	Ø	Ø

[2]Please attach a description of how the jobs and wages were calculated.

Capital Expenditures Incurred and Projected				
CAPX Incurred thru 6/30/2012	Projected Year two	Projected Year three	Projected Year four	Projected Year five
$ 75,000	$ 1,100,000	$ 10,000,000	$ ~~1,750,000~~ 12,325,000	$ N/A

Actual and Projected Investment Excluding New York State Regional Council Award				
Investment thru 6/30/2012	Projected Year two	Projected Year three	Projected Year four	Projected Year five
$ Ø	$ N/A	$ N/A	$ N/A	$ N/A

Actual and Projected New Hires by Full-Time Employees				
Disbursed as of 6/30/2012	Projected Year two	Projected Year three	Projected Year four	Projected Year five
$ Ø	$ N/A	$ N/A	$ N/A	$ N/A

Training Projects

Actual and Projected Number of Trainees				
Actual Trainees thru 6/30/2012	Projected Year two	Projected Year three	Projected Year four	Projected Year five
Ø	Ø	Ø	Ø	Ø

Actual and Projected Full-Time Employees				
CAPX Incurred as of 6/30/2012	Projected Year two	Projected Year three	Projected Year four	Projected Year five
$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

Actual and Projected Total Investment Excluding New York State Regional Council Award					
Investment Year one	Projected Year one	Projected Year two	Projected Year three	Projected Year four	Projected Year five
$ N/A	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

Funds Disbursed as of 6/30/12	Projected Year two	Projected Year three	Projected Year four	Projected Year five
$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

For All Projects

Specifically list any government or non-government impediments to the project that you have encountered.
NONE SO FAR.

Briefly describe the progress made to date in relation to the Award Contract.
A DESIGN CONSULTANT HAS BEEN SELECTED. CONTRACTS BEING SIGNED. WE ANTICIPATE THE DESIGN WORK TO BEGIN BY SEPT-OCT 2012.

Please be aware that a representative of the Regional Council writers group will contact you to write a narrative summarizing your project performance to date.

I am attesting to the accuracy of the information provided.

COMPLETED BY:_____ TITLE:_____

TELEPHONE:_____ E-MAIL:_____

SIGNATURE: _____ DATE: _____

Introductory Resolution No. 2020-13 Laid on Table 11/19/13

Introduced by 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
LA ROGE EQUITIES, INC.
(SCTM NO. 0300-032.00-05.00-003.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of East Hampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0300, Section 032.00, Block 05.00, Lot 003.000, and acquired by tax deed on August 02, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 06, 2013, in Liber 12739, at Page 262, and otherwise known and designated by the Town of East Hampton, as Lot No. 6, Block 604, on a certain map entitled "Map of Seaside Shores", filed in the Office of the Clerk of Suffolk County on January 2, 1947 as Map No. 1518; 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 02, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 06, 2013 in Liber 12739 at Page 262.

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, LA ROGE EQUITIES, INC. has made application of said above described parcel and LA ROGE EQUITIES, INC. has paid the application fee and will be paying $59,547.63, 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, 2013; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to LA ROGE EQUITIES, INC., 465 Shore Road, Apt. 3N, Long Beach, NY 11561, 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: _____

2020

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

October 24, 2013

Tax Map No.: 0300-032.00-05.00-003.000
Name of Last Legal Fee Owner: LA ROGE EQUITIES, INC.

TREASURER'S COMPUTATION	$59,547.63
Taxes.....2012/2013	INCLUDED
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$59,547.63
Monies to be Received	$59,547.63
RESOLUTION AMOUNT	$59,547.63

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932

APPROVED:

Annette Brownell 10-24-2013
Accounting
PB:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0300	032.00	05.00	003.000

2020

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2009	$ 12,055.71
2010	$ 12,678.92
2011	$ 11,336.22
2012	$ 10,370.25
2013	$ 8,264.18

TOTAL: $ 54,705.28

B. INTEREST DUE	$ 2,006.75
C. TOTAL	$ 56,712.03
D. 5% LINE C	$ 2,835.60
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$ 59,547.63

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. 17-Sep-13

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 03/16/14

mas

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 2020

1. Type of Legislation

   Resolution **X**

2. Title of Proposed Legislation

   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   LA ROGE EQUITIES, INC.
   0300-032.00-05.00-003.000

3. Purpose of Proposed Legislation

   Convey County owned parcel to prior owner

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

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

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

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

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

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

   N/A

8. Proposed Source of Funding

   N/A

9. Timing of Impact

   2013

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

    Peter Belyea | | 10/24/13
    NEIL TOOMB | | 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2020

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

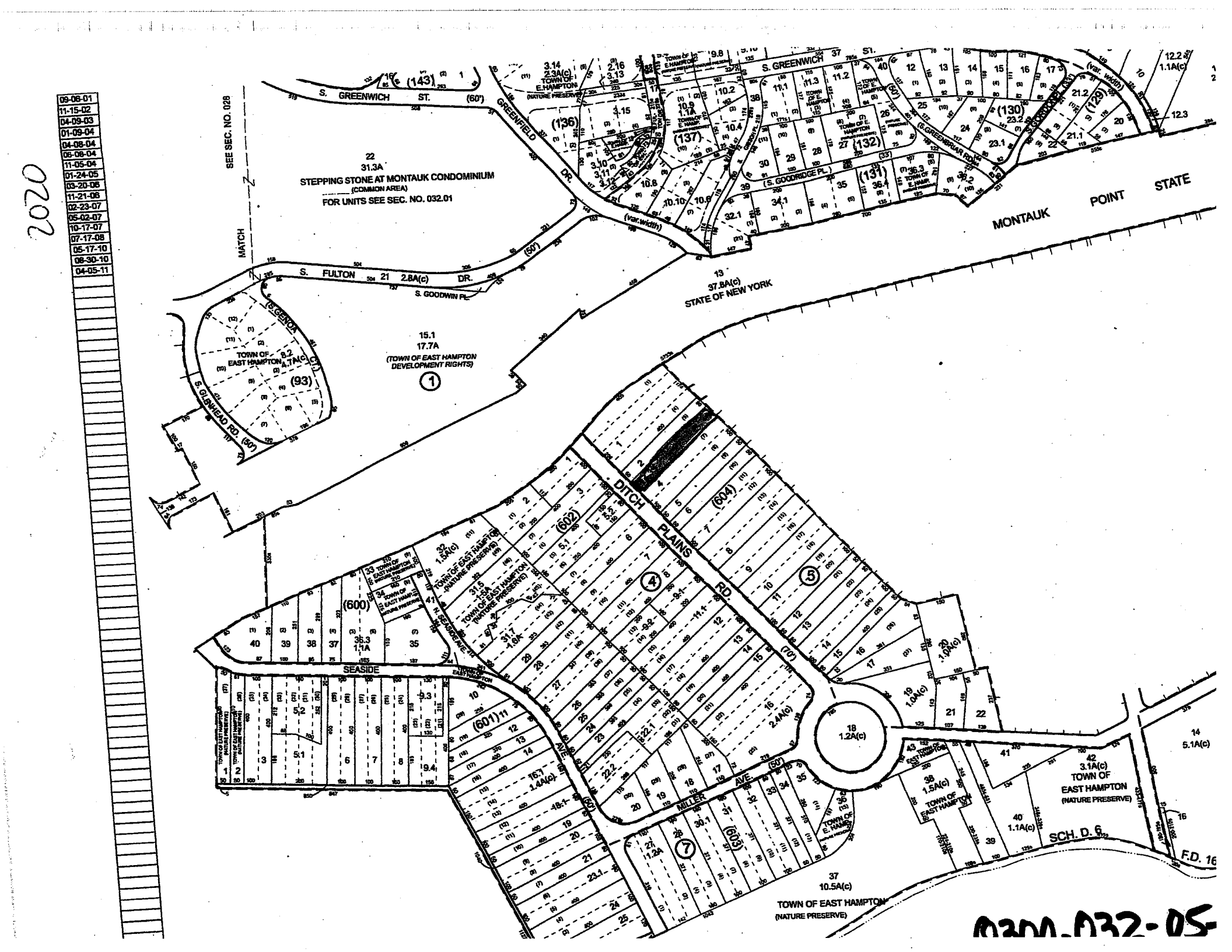
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

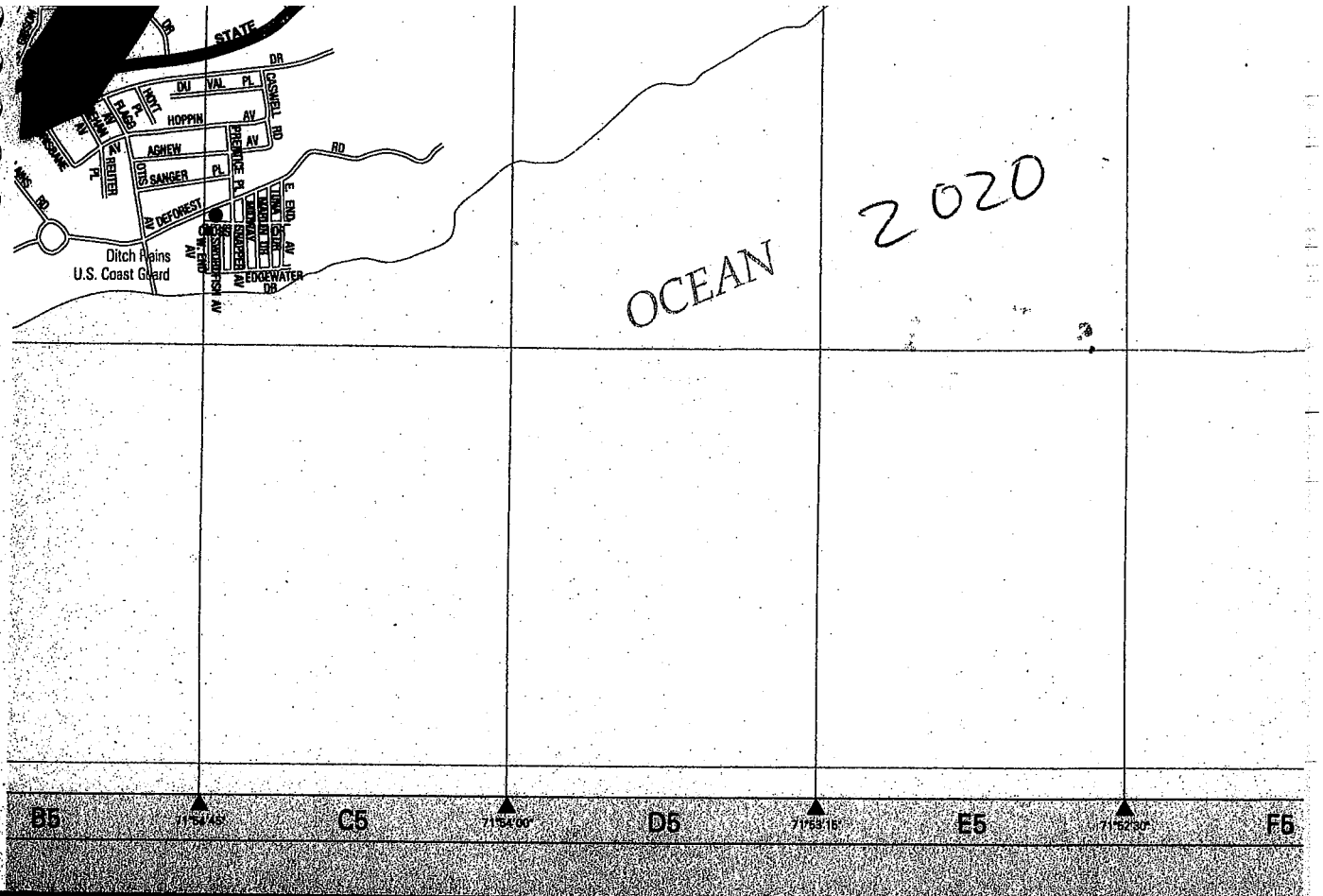
COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office


2020
09-06-01
11-15-02
04-09-03
01-09-04
04-08-04
06-09-04
11-05-04
01-24-05
03-20-06
11-21-06
02-23-07
05-02-07
10-17-07
07-17-08
05-17-10
08-30-10
04-05-11
SEE SEC. NO. 028
MATCH
22
31.3A
STEPPING STONE AT MONTAUK CONDOMINIUM
(COMMON AREA)
FOR UNITS SEE SEC. NO. 032.01
S. GREENWICH ST. (60')
GREENFIELD DR.
S. GREENWICH
S. GOODRIDGE PL.
S. GREENRIVER ROAD
S. FULTON DR.
S. GOODWIN PL.
S. GLENHEAD RD. (50')
MONTAUK POINT STATE
13
37.8A(c)
STATE OF NEW YORK
15.1
17.7A
(TOWN OF EAST HAMPTON DEVELOPMENT RIGHTS)
TOWN OF EAST HAMPTON
DITCH PLAINS RD.
N. SEASIDE AVE.
SEASIDE
MILLER AVE.
TOWN OF E. HAMPTON (NATURE PRESERVE)
TOWN OF EAST HAMPTON (NATURE PRESERVE)
SCH. D. 6
F.D. 16
37
10.5A(c)
TOWN OF EAST HAMPTON
(NATURE PRESERVE)
0300-032-05


STATE
DR
DU VAL PL
CASWELL RD
HOPPIN AV
AGNEW AV
SANGER PL
DEFOREST AV
REUTER PL
PRENTICE PL
E. END AV
EDGEWATER DR
Ditch Plains
U.S. Coast Guard
OCEAN
2020
B5
71°54'45"
C5
71°54'00"
D5
71°53'15"
E5
71°52'30"
F5

COUNTY OF SUFFOLK

2020

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

October 28, 2013

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

Re: Tax Map No. 0300-032.00-05.00-003.000
LA ROGE EQUITIES, INC.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original 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

WRT:PB:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

2021

Intro. Res. No. -2013 **Laid on Table** 11/19/13

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. –2013, APPOINTING DONNA MCKENNA TO THE SUFFOLK COUNTY MOTION PICTURE/ TELEVISION FILM COMMISSION

WHEREAS, Lora Fox has vacated her position as a member of the Suffolk County Motion Picture/Television Film Commission; now, therefore, be it

1st **RESOLVED**, Donna McKenna residing in East Patchogue, NY is hereby appointed as a member of the Suffolk County Motion Picture/Television Film Commission to a four year term of office to expire January 31, 2017, said appointment being made by the Suffolk County Executive pursuant to the provisions of Section 82-4 of the SUFFOLK COUNTY CODE; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date: _____

2021

DONNA MCKENNA- CASTING DIRECTOR

Direct Contact: 631-[redacted] – Cell- 631-[redacted]
Email: [redacted]

Manager: Creative Entertainment Connections/Laura Siegel
Phone: [redacted]

BIO

Donna McKenna is an international casting director for independent feature films, short films, television shows and webseries, as well as a Producer on many features and shorts. Her recent work includes *Sebastien* starring Academy Award Nominees Eric Roberts and Cathy Moriarty, and *Excuse Me For Living* with Jerry Stiller and Emmy Award Winner Christopher Lloyd. Her films have been invited to screen at renowned film festivals including the prestigious Cannes Film Festival & the Berlin Film Festival.

Her ensemble casts consist of award winning actors from film, television and Broadway. Donna takes great pride in discovering new talent of all ages. To date she has been responsible for 173 new actors being eligible to join the Screen Actors Guild.

Her genuine desire to encourage artists is also displayed in her devotion to teaching industry classes and motivational seminars; she tours the country speaking about the challenges of the film industry, while encouraging all to follow their dreams and never give up.

Donna is frequently invited to host audition/film workshops for the SAG-AFTRA NYCAP programs as well as many acting schools worldwide including a recent workshop at the Royal Academy of Dramatic Arts.

Donna has a reputation for her ability to negotiate successfully with all industry professionals. She is respected for her critical and creative thinking, her problem solving ability and her recruiting skills; she is extremely passionate about every project she is involved in.

CAREER HIGHLIGHTS

Film Audition Workshop at Royal Academy of Dramatic Arts
Host of the Long Island Film Makers Connection Meetings held monthly @ Five Town College
Teaches film audition technique workshops worldwide
Teacher @ One On One Studios in NYC
Teacher @ TVI Studios
Frequent Guest Speaker at SAG NYCAP Workshops
Film Audition Teacher with Dangerous Curves Productions
Motivational Speaker

2021

DONNA MCKENNA- CASTING DIRECTOR

FEATURE FILMS- CASTING DIRECTOR & PRODUCER

CD & PRODUCER- TAMMY- Director- Ante Novakovic
Cast- Kresh Novakovic, Cathy Moriarty, Anthony Mangano, Olivia Bose, Joanna Hu

CD & Producer- The Confidence Game- Director- Gabriele Altobelli
Cast- Eric Roberts, Antonio Sabato Jr., Cathy Moriathy, Deborah Twiss, Harris Doran

CD & Producer- Sebastien- Director- Deborah Twiss
Cast- Eric Roberts, Cathy Moriarty, Deborah Twiss, James McCaffrey,
Robert Vaughn ,Brian Kelly, Tom Pelphrey, Harris Doran, Sydney McCann.
Matthew McCann, Jack Marshall, Sybil Santaigo

CD & Producer- 79'PARTS- Director- Ari Tub
Cast- Eric Roberts, Tony Lo Bianco, Sandra Bernhard , Angelia Page, Ernest Thomas,
John Solo, Ryan O' Callaghan, Katherine Narducci, Lisa Regina, Anthony Mangano,
Lou Martini Jr Kresh Novakovic, Harris Doran, Jonah Young, Adian Redmond.

CD & Co- Producer- WEST END- Director- Joe Basile
Cast: Eric Roberts, Isabella Hoffman, Peter Onorati, Neal Bledsoe, Melissa Archer,
Joe Nieves, Paul Calderon, Anthony Mangano, Wayne Duvall, Lou Martini Jr,

CD & Co- Producer- EXCUSE ME FOR LIVING - Director: Ric Klass
Cast: Tom Pelphrey, Jerry Stiller, Robert Vaughn, Christopher Lloyd, Wayne Knight
James McCaffrey, Ewa Da Cruz, Melissa Archer, David Gregory, Dick Cavett,
Tonja Walker, Kevin Brown, Amy Stiller.
Limited Theatrical Release October 2012

DARK- Director- Nick Basile
Cast: Whitney Able, Alexandra Breckenridge

THE BIG SHOT CALLER- Director: Marlene Rhein
Cast: Bobby Costanzo, Leslie Eva Glaser, Bob Adrian, Maria Soccor, Paul Borghese,
Phil La Rocco, John Solo, Natasha Williams, Laneya Wiles, David Rhein, Marlene Rhein

CD & Co- Producer- A MERRY LITTLE CHRISTMAS- Director-J Dowling Jr & Karl Fink
Cast: Adam Ferrara, Matt McCoy, Jane Sibbett, Anne Ramsey, Carol Alt,
Evan Hart, Hunter Gomez, Krista B Allen, Robert Clohessy,
John Bolger, Vinny Vella, Anthony Managano.
Festival Winner: Best Actor, Adam Ferrara

CD & Co- Producer- THE DRUM BEATS TWICE- Director- Kenneth Del Vecchio
Cast: Amy Redford, Eileen Fulton, Charles Durnning, Louis Madylor, Robert Clohessy,
Susan Misner, Evan Hart, Justin Deas William DeMeo, Julie Barnett, Michael Cumo.
DVD Distribution

DONNA MCKENNA- CASTING DIRECTOR FEATURE FILMS 2021

CD & Co- Producer- MATTIE FRESNO AND THE HOLOFLUX UNIVERSE- Director: Phil Gallo
Cast: Carol Alt, Orson Bean, Ellen Cleghorne, Daniel Cosgrove, Charlie Murphy,
Robert Clohessy, Catherine Hickland,, Will Lyman, Robert Walden, Will Jankowitz.
* Festival Winner: Best Director and Best Supporting Actor Orson Bean*

WANNABES- Directors- Charles Addessi & William DeMeo
Cast: William DeMeo, Connor Dubin, Robert Costanzo, Joe Viterelli, Raymond Serra,
Vinny Vella, Sasha Knopf,Joseph D'Onofrio.
Theatrical and Artisan Home Video Distribution
2x Festival winner: Best Director and Best Supporting Actor-Conor Dubin

CD & Associate- Producer- HOME INVADERS- Director:-Gregory Wilson-
Cast: Yancey Arias, Luis Guzman, Keith David, Larry Gilliard Jr, Manny Prez
Harry J Lennix, Nelson Vasquez, Judy Reyes, Erik Jensen
Executive Producer: Spike Lee

CD & Co- Producer- THE SIGNS OF THE CROSS - Director:-John Reidy
Cast: Dan Lauria, Carol Alt, Ilene Kristen, Frankie Gio, Tony Lipp,
Eileen Fulton, Chuck Zito, Fran Capo, Eddie McGee.
2x Festival Winner: Best Feature Film

ROSE WOES AND JOE'S –Directors- Joseph Posa & Frank Fidilio
Cast: Eileen Fulton, Tony Ray Rossi, Vinny Vella, Angel Salazar.
Festival Audience Award Winner

LAST KUNG FU MONK -Director: Peng Zhangh Li

A MAN FROM SHAOLIN - Director: Richard Wong
Cast: Brian Ames, Szu Ting Moy, Stass Klassen, Josephine Wan,
Linda Johnson, Jasmine Galante.

TINSEL TOWN – Director- Kenneth Del Vecchio
Cast: Eileen Fulton, Paul Taylor, John Palumbo, Conor Dubin, Johnny Williams,
Chuck Zito, Catrina Ganey, Brooke Lewis, Rodney Laney.

LOVESICK –Director- Sam B.Lorn & Produced By- Angelina Jolie
Cast: Charlie Murphy, Ruperto Vanderpool, Tana Sarntinoranont.
DVD Distribution

CD & Co- Producer- A PACKING SUBURBIA-Director- Stephen Szlarski
Cast: Thomas Brandise, Aesha Waks, Ed Kershen, Michael Ely
Theatrical and Video Distribution: Cinema Esperanca International

DONNA MCKENNA- CASTING DIRECTOR

2021

SHORT FILMS

POTTER'S FIELD- Director- Ted Schafer
Eric Roberts, Jason Abrams, Summer Crockett Moore

THIS SHINING NIGHT- Director- Keith Oncale/Shawn Washburn
Cast: Eric Roberts, Kevin Brown, Olivia Upperlee, Ereka Lin, Kate Schrader.
*Official Selection in the 2012 Cannes Short Film Competition

CRACKERS- Director- Gregory Principato
Cast: Dan Hedaya, Beth Ann Bonner, Brenda Vaccaro, Vincent D'Onofrio, Sal Richards.

RISE OF THE LIVING DEAD – Director- Brian Bazala
Cast: Danny Trejo.

PINK – Director- Matt Bauer
Cast: Kevin Brown, Justin Morcks.

GUS – Director-Joe Pomarico
Cast: Sal Richards, Michael La Marca, Anthony Perini.
4x Festival winner

DRAW- Director- Ryan Pearce
Cast: Rhys Corio, Mark Margolis, Anthony Mangano, Robert Clohessy,
Nelson Vasquez. Lou Martini Jr., Louis Vanaria
2x Festival Winner

CD & Co- Producer- HEART & SOUL – Director- Vincent Biscone
Cast: Anthony Mangano, Jill Nicolin, Lou Martini Jr., Lenny Venito,
Sal Richards, Vic Dibitetto, Anna Stumpf.

A BLOODY MESS –Director- Ryan O'Leary
Cast: Sean Caldwell, Lori Hamilton, Allen Enlow, Robert Clohessy.

BREAK – Director- Keith Oncale
Cast: Annmarie Bendict, Lawrence Conde, Johanna Cox, Dean Nolan.
2x Festival Winner

THE BAY RIDGE BOYS- Director- Fred LeBow
Cast: Louis Vanaria, Garry Pastore, Nick Raio, Randy Ryan,
Michael Colby Jones, Lou Martini Jr., Chuck Zito.

FEATURES IN DEVELOPMENT

The Leaves on the Tree, Shooters Nails and Justified

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2021

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

TO APPOINT DONNA MCKENNA TO THE SUFFOLK COUNTY MOTION PICTURE/TELEVISION FILM COMMISSION

3. Purpose of Proposed Legislation

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

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

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Carolyn E. Fahey Intergovernmental Relations Coordinator		10/30/13

SCIN FORM 175b (10/95)

NEIL TOO MB

11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2021

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2021

2013 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING

TITLE OF BILL:

APPOINTING DONNA MCKENNA TO THE SUFFOLK COUNTY MOTION PICTURE/ TELEVISION FILM COMMISSION

PURPOSE OR GENERAL IDEA OF BILL:

There exists a vacancy on the Suffolk County Motion Picture/TV Film Commission due to the resignation of Lora Fox.

SUMMARY OF SPECIFIC PROVISIONS:

Appointing Donna MacKenna of East Patchogue, NY for a term which expires on January 31, 2017.

JUSTIFICATION:

Pursuant to the provisions of Section 82-4 of the SUFFOLK COUNTY CODE

FISCAL IMPLICATIONS:

None.

COUNTY OF SUFFOLK

2021

OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

MEMORANDUM

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

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

DATE: October 31, 2013

SUBJECT: **TO APPOINT DONNA MCKENNA TO THE SUFFOLK COUNTY MOTION PICTURE/TELEVISION FILM COMMISSION**

****

I am requesting the attached resolution be submitted to appoint Donna McKenna to the Suffolk County Film Commission. Ms. McKenna is replacing Lora Fox who vacated her position on the Commission.

Attached please find the draft resolution, Ms. McKenna's resume and the required backup to the resolution. Copies have been filed electronically in accordance with procedure.

Thank you.

CEF/jms

cc: Dennis Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive and Commissioner
Vanessa Pugh, Deputy Commissioner
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Michelle Stark, Cultural Affairs Program Coordinator

Introductory Resolution No. 2022-13 Laid on Table 11/19/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 WILLOW PONDS ON THE SOUND HOME OWNERS ASSOCIATION, INC. (SCTM NO. 0600-018.00-01.00-012.005)

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 Riverhead, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0600 Section 018.00 Block 01.00 Lot 012.005 and acquired by Tax Deed on May 8, 2012 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 8, 2012 in Liber 12692 at CP 803 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of Riverhead under SCTM # District 0600 Section 018.00 Block 01.00 Lot 012.005,

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, Willow Ponds on the Sound Home Owners Association, Inc., has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $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 being in size approximately 14.6 acres (Common Area) has been appraised at $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 $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; and be it further,

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, Without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Willow Ponds on the Sound Home Owners Association, Inc., 100 Willow Pond Drive, Riverhead, New York 11901.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

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

2022

SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0600-018.00-01.00-012.005

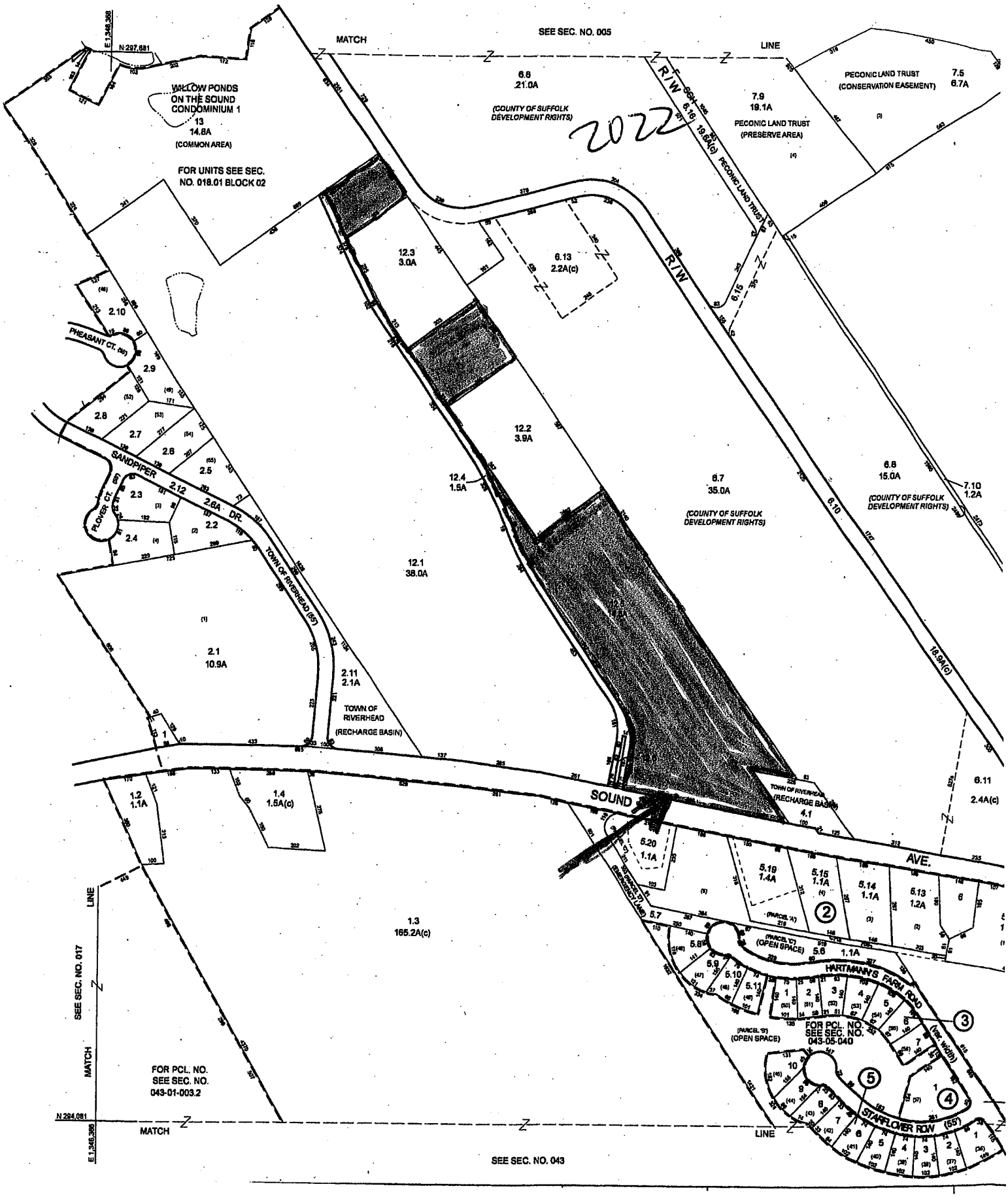
ADJOINING OWNER	BID	BID	BID
Willow Ponds on the Sound Home Owners Association, Inc. 100 Willow Pond Drive Riverhead, New York 11901 0600-018.00-01.00-012.002, 012.003 & 012.004	$500.00		
Sound Housing LLC 200 West Main Street Babylon, New York 11702 0600-018.00-01.00-013.000	$0		
PRATT FARM III, LLC 3980 Sound Avenue Riverhead, New York 11901 0600-018.00-01.00-006.007	$0		
SQUIRRELLVILLE REALTY, LLC 3980 Sound Avenue Riverhead, New York 11901 0600-018.00-01.00-006.010	$0		
County of Suffolk 330 Center Drive Riverhead, New York 11901 0600-018.00-01.00-012.005	$0		

SUMMARY STATEMENT 2022

Town of Riverhead 200 Howell Avenue Riverhead, New York 11901 0600-018.00-01.00-004.001	$0		

SIZE OF PARCEL: 14.6 acres
APPRAISED VALUE: $500.00
COMMENT: Direct Sale to Adjacent Owner

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



TM# 0600-018.00-01.00-012.005

2022

Pintail Ct
Cedar Path
Mystic Ct
Wigeon Ct
Bayberry Path
Kingfish Ct
Pheasant Ct
Sandpiper Dr
Plover Ct
Sound Ave
Driveway
TM# 0600-018.00-01.00-012.005

TM# 0600-018.00-01.00-012.005

2022

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

   RESOLUTION NO. -2013, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 WILLOW PONDS ON THE SOUND HOME OWNERS ASSOCIATION, INC. (SCTM NO. 0600-018.00-01.00-012.005)

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

   2013

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

    R.J. Bhatt
    Land Management Specialist
    NEIL TOOMB

    R.J. Bhatt 10/31/13

    11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2022

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

2022

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

October 31, 2013

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: 0600-018.00-01.00-012.005

Dear Mr. Schneider:

Enclosed herewith is the original 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:
Dennis M. Cohen, Chief Deputy County Executive (1 hard copy)
Lisa Santeramo, Assistant Deputy County Executive (1 hard copy)
Tom Vaughn, Director of Intragovernmental Relations (1 hard copy)
CE Reso Review, (electronic copy)

Introductory Resolution No. 2023-13 Laid on Table 11/19/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 WILLOW PONDS ON THE SOUND HOME OWNERS ASSOCIATION, INC. (SCTM NO. 0600-018.00-01.00-012.001)

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 Riverhead, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0600 Section 018.00 Block 01.00 Lot 012.001 and acquired by Tax Deed on May 8, 2012 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 8, 2012 in Liber 12692 at CP 803 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of Riverhead under SCTM # District 0600 Section 018.00 Block 01.00 Lot 012.001,

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, Willow Ponds on the Sound Home Owners Association, Inc., has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $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 being in size approximately 38.0 acres (Common Area) has been appraised at $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 $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; and be it further,

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, Without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Willow Ponds on the Sound Home Owners Association, Inc., 100 Willow Pond Drive, Riverhead, New York 11901.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

2023

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. 0600-018.00-01.00-012.001

ADJOINING OWNER	BID	BID	BID
Willow Ponds on the Sound Home Owners Association, Inc. 100 Willow Pond Drive Riverhead, New York 11901 0600-018.00-01.00-012.004 .	$500.00		
Scott & Corninn Halsey 192 Sandpiper Drive Riverhead, New York 11901 0600-017.00-06.00-021.000	$0		
Thomas & Angela Salamone 182 Sandpiper Drive Riverhead, New York 11901 0600-017.00-06.00-022.000	$0		
Kevin Womack & Evelyn Hobson-Womack 102 Sandpiper Drive Riverhead, New York 11901 0600-018.00-01.00-002.005	$0		
Paul Drobnicki 112 Sandpiper Drive Riverhead, New York 11901 0600-018.00-01.00-002.006	$0		
Christina & Robert Engel 6 Pheasent Court Riverhead, New York 11901 0600-018.00-01.00-002.009	$0		

SUMMARY STATEMENT

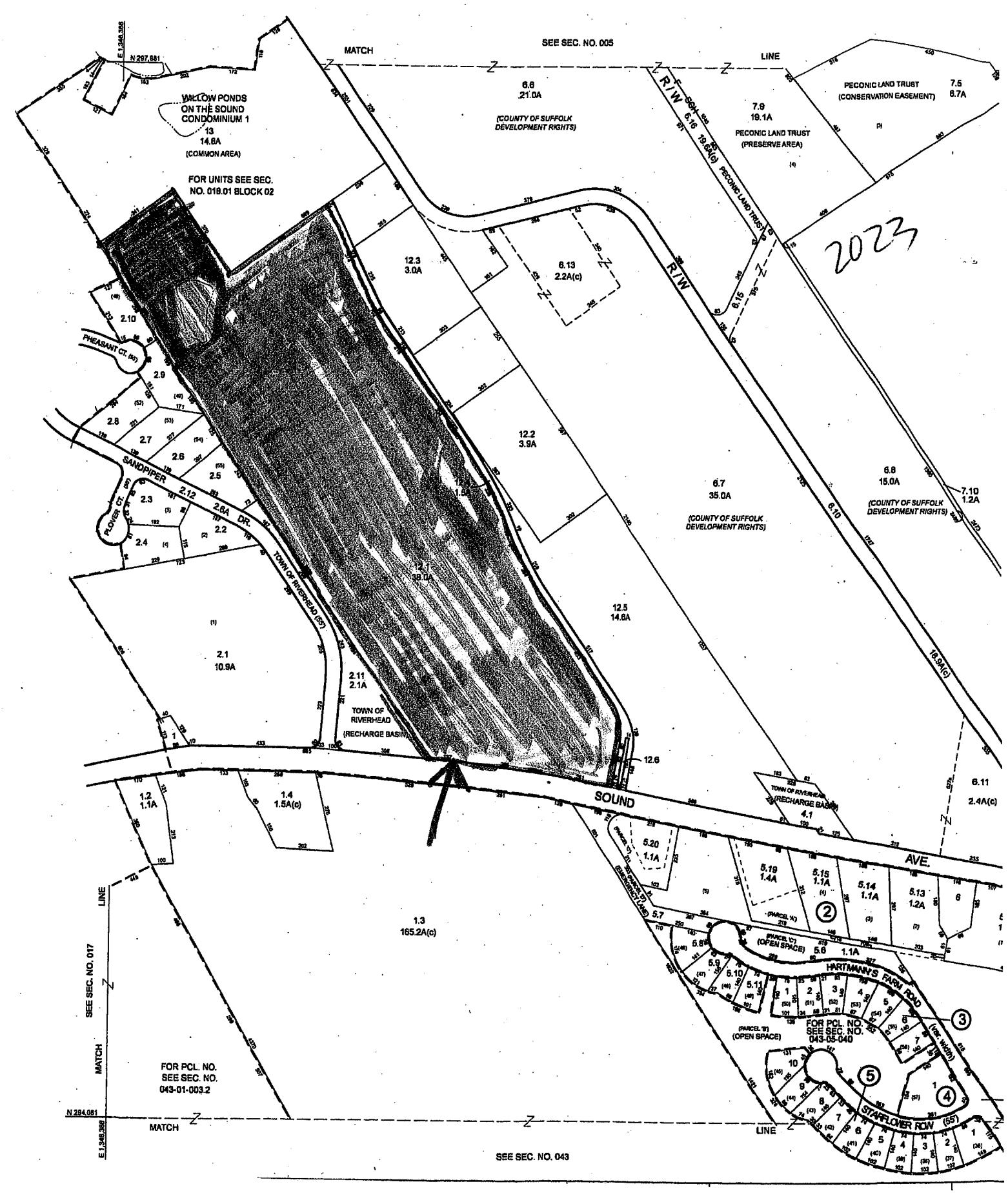
2023

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0600-018.00-01.00-012.001

ADJOINING OWNER	BID	BID	BID
John Dunn 8 Pheasent Court Riverhead, New York 11901 0600-018.00-01.00-002.010	$0		
Town of Riverhead 200 Howell Avenue Riverhead, New York 11901 0600-018.00-01.00-002.011	$0		
Sound Housing LLC 200 West Main Street Babylon, New York 11702 0600-018.00-01.00-013.000	$0		

SIZE OF PARCEL: 38.0 acres
APPRAISED VALUE: $500.00
COMMENT: Direct Sale to Adjacent Owner

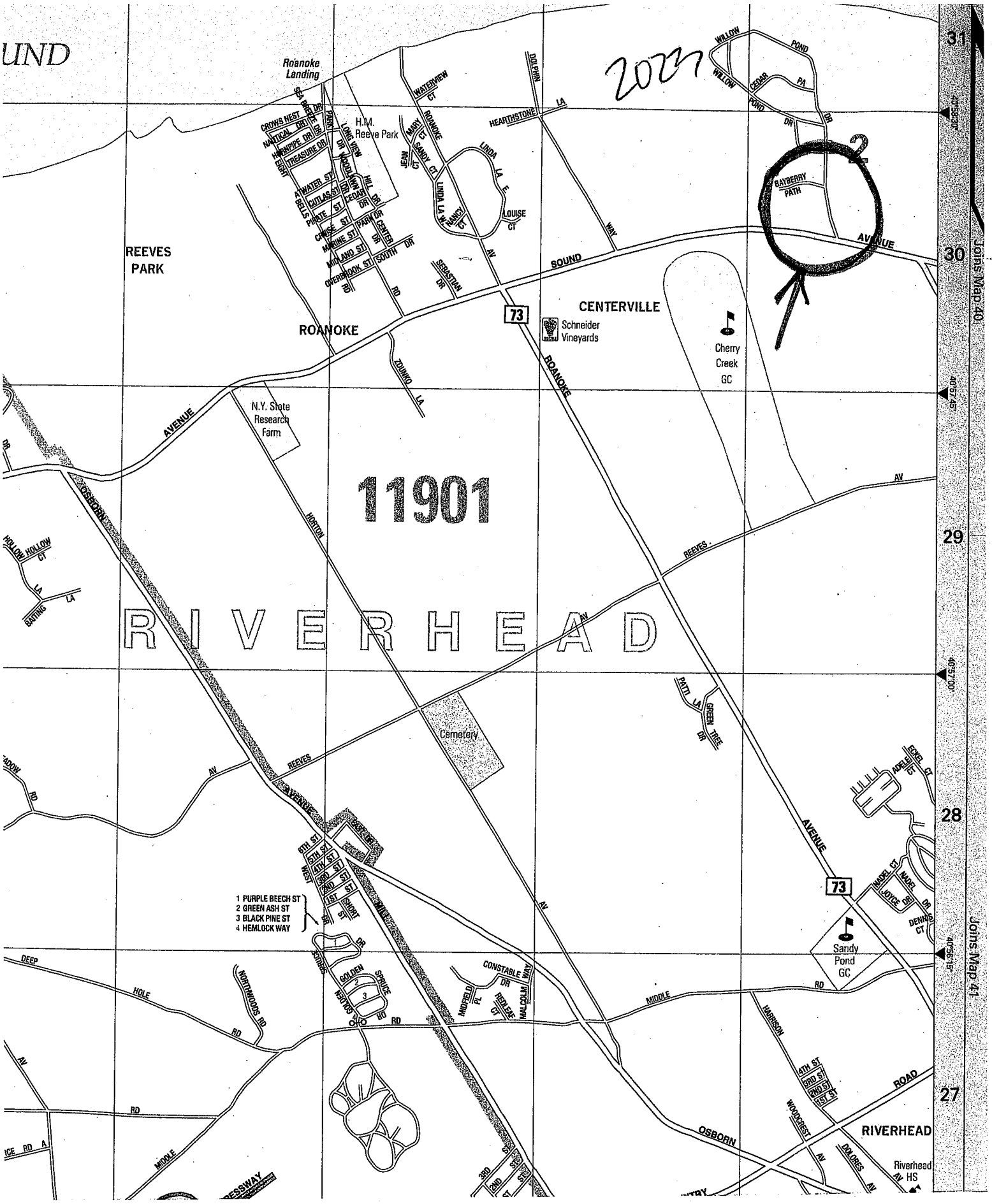
Wayne R. Thompson
Property Manager
(631) 853-5971



Tm # 0600-018.00-01.00-012.001

2023

Pintail Ct
Cedar Path
Mystic Ct
Wigeon Ct
Kingfish Ct
Pheasant Ct
Bayberry Path
Village Pond Dr
Sandpiper Dr
Plover Ct
Driveway
Driveway
Sound Ave
TM# 0600-018.00-01.00-012.001



TM # 0600-018.00-01.00-012.001

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 2023

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation

   RESOLUTION NO. -2013, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 WILLOW PONDS ON THE SOUND HOME OWNERS ASSOCIATION, INC. (SCTM NO. 0600-018.00-01.00-012.001)

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

   2013

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

    R.J. Bhatt — R.J. Bhatt — 10/31/13
    Land Management Specialist
    Neal Toomey — Neal Toomey — 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2023

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

2023

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

October 31, 2013

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: 0600-018.00-01.00-012.001

Dear Mr. Schneider:

Enclosed herewith is the original 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:
Dennis M. Cohen, Chief Deputy County Executive (1 hard copy)
Lisa Santeramo, Assistant Deputy County Executive (1 hard copy)
Tom Vaughn, Director of Intragovernmental Relations (1 hard copy)
CE Reso Review, (electronic copy)

Introductory Resolution No. 2024-13 Laid on Table 11/19/13

Introduced by 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
GOLD COAST HOMES AT CROOKED HILL PARK, INC.
(SCTM NO. 0400-101.00-01.00-007.002)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of 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 101.00, Block 01.00, Lot 007.002, and acquired by tax deed on June 18, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 20, 2013, in Liber 12733, at Page 783, and otherwise known and designated by the Town of Huntington, as District 0400, Section 101.00, Block 01.00, Lot 007.002; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on June 18, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 20, 2013 in Liber 12733 at Page 783.

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

WHEREAS, GOLD COAST HOMES AT CROOKED HILL PARK, INC. has made application of said above described parcel and GOLD COAST HOMES AT CROOKED HILL PARK, INC. has paid the application fee and has paid $2,465.20, 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, 2013; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to GOLD COAST HOMES AT CROOKED HILL PARK, INC., 223 Wall Street, Box 271, Huntington, NY 11743, 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: _____

2024

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

October 30, 2013

Tax Map No.: 0400-101.00-01.00-007.002
Name of Last Legal Fee Owner: GOLD COAST HOMES AT CROOKED HILL PARK, INC.

TREASURER'S COMPUTATION	$2,465.20
Taxes.....2012/2013	INCLUDED
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$2,465.20
Monies Received	$2,465.20
RESOLUTION AMOUNT	$2,465.20

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

APPROVED:

Annette Brooney 10·30·2013
Accounting
LS:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0400	101.00	01.00	007.002

2024

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2010/11	794.81
2011/12	824.91
2012/13	623.57

TOTAL: 2243.29

B. INTEREST DUE	104.52
C. TOTAL	2347.81
D. 5% LINE C	117.39
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE $2,465.20

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. 15-Oct-13

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 04/13/14

dz

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

2024

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
GOLD COAST HOMES AT CROOKED HILL PARK, INC.
0400-101.00-01.00-007.002

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2013

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

Lori Sklar — Lori Sklar — 10/30/13
NEIL TOOMB — NEIL TOOMB — 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2024

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

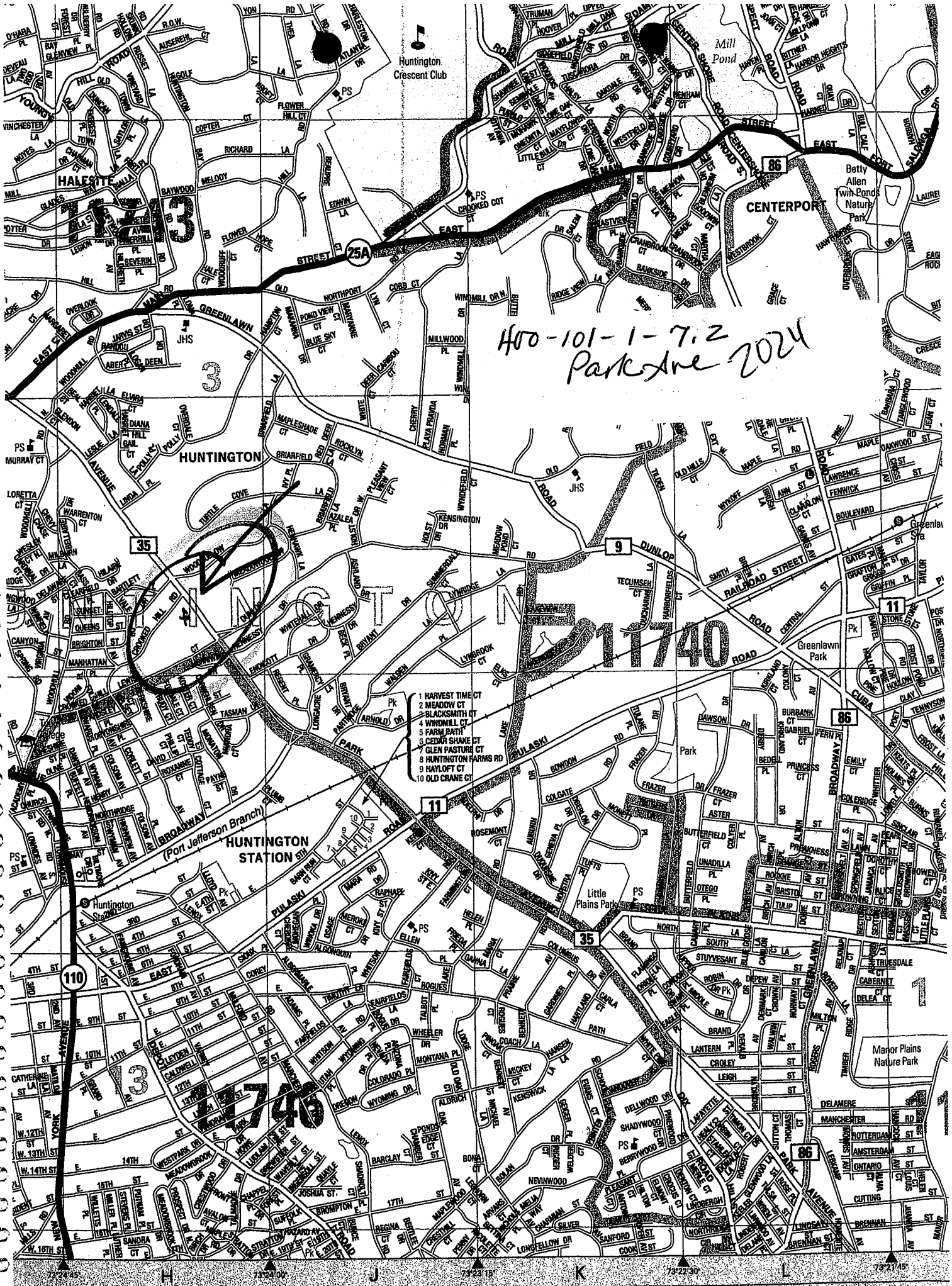
Revisions
07-06-99
05-01-97
05-12-97
08-14-00
09-18-00
12-22-00
01-02-01
08-24-01
10-25-01
02-13-02
08-24-03
09-29-05
12-08-09

LEGEND

Property or RW Line	
Denotes Common Owner	Z
Subdivision Lot Line	
Stream / Shore	
Parcel No.	23
Subdivision Lot No.	(12)
Subdivision Block/Bldg. No.	(21)
Deed Dimension	62
Scaled Dimension	62a
Deed Area	12.1 A(d) or 12.1A
Calculated Area	12.1 A(c)
Block Limit	
Block No.	2
County Line	
Town Line	
Village Line	
School District Line	SCH
Fire District Line	F
Water District Line	W
Light District Line	L
Park District Line	P
Sewer District Line	S
Hydrant District Line	H
Refuse District Line	R
Historical District Line	HST
Ambulance District Line	A
Wastewater District Line	WW

UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:

SCHOOL	3.6	SEWER	
FIRE	14.16	HYDRANT	
LIGHT	20	WATER	
PARK		REFUSE	
AMBULANCE		WASTEWATE	


H00-101-1-7.2
Park Area 2024
Huntington Crescent Club
Mill Pond
HALESITE
CENTERPORT
Betty Allen Twin Ponds Nature Park
HUNTINGTON
HUNTINGTON STATION
Greenlawn Park
Little Plains Park
Manor Plains Nature Park
(Port Jefferson Branch)
1 HARVEST TIME CT
2 MEADOW CT
3 BLACKSMITH CT
4 WINDMILL CT
5 FARM PATH
6 CEDAR SHAKE CT
7 GLEN PASTURE CT
8 HUNTINGTON FARMS RD
9 HAYLOFT CT
10 OLD CRANE CT
Joins Map 3

COUNTY OF SUFFOLK

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

2024

November 4, 2013

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

Re: Tax Map No. 0400-101.00-01.00-007.002
GOLD COAST HOMES AT CROOKED HILL PARK, INC.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original 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

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 2025-13 Laid on Table 11/19/13

Introduced by 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
GUS NUSU AND CLAUDIA NUSU, HIS WIFE
(SCTM NO. 0200-536.00-05.00-013.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of 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 536.00, Block 05.00, Lot 013.000, and acquired by tax deed on August 5, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 7, 2013, in Liber 12739, at Page 495, and otherwise known and designated by the Town of Brookhaven, as Lot No. 13, on a certain map entitled "Map of Sherwood", filed in the Office of the Clerk of Suffolk County on January 18, 1979 as Map No. 6772; 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 5, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 7, 2013 in Liber 12739 at Page 495.

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, GUS NUSU AND CLAUDIA NUSU, HIS WIFE have made application of said above described parcel and GUS NUSU AND CLAUDIA NUSU, HIS WIFE have paid the application fee and have paid $23,996.59, 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, 2013; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to GUS NUSU AND CLAUDIA NUSU, HIS WIFE, 3669 Greenspring Road, Winchester, VA 22603, 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

2025

October 30, 2013

Tax Map No.: 0200-536.00-05.00-013.000
Name of Last Legal Fee Owner: GUS NUSU AND CLAUDIA NUSU, HIS WIFE

TREASURER'S COMPUTATION	$23,996.59
Taxes.....2012/2013	INCLUDED
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$23,996.59
Monies Received	$23,996.59
RESOLUTION AMOUNT	$23,996.59 (.01)

APPROVED:

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932

KBrownell 10.31.2013
Accounting
PB:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	536.00	05.00	013.000

ITEM#6133813

2025

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2009	$ 7,401.15
2011	$ 7,536.65
2012	$ 7,174.10

TOTAL: $ 22,111.90 VL

B. INTEREST DUE	$ 741.99
C. TOTAL	$ 22,853.89
D. 5% LINE C	$ 1,142.69
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE	$ 23,996.59 (+.01)

CERTIFICATION BY COUNTY TREASURER

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

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 06-Sep-13

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 03/05/14

mas

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

2025

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
GUS NUSU AND CLAUDIA NUSU, HIS WIFE
0200-536.00-05.00-013.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2013

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

Peter Belyea | | 10/31/13

NEIL TOOMEY | | 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2025

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

LEGEND

Property or RW Line	Subdivision Lot No.	Block Limit	School District Line SCH	Hydrant District Line H	UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:	
Denotes Common Owner Z	Subdivision Block/Bldg. No. (21)	Block No. 2	Fire District Line F	Refuse District Line R	SCHOOL 11	SEWER
Subdivision Lot Line	Deed Dimension	County Line	Water District Line W	Historical District Line HIST	FIRE EM1	HYDRANT
Stream / Shore	Scaled Dimension	Town Line	Light District Line L	Ambulance District Line A	LIGHT LM1	WATER
Parcel No. 23	Deed Area 12.1 A(c) or 12.1A		Park District Line P		PARK	REFUSE
					SANITARY	SEWER

Tip **Quickly estimate distance:** Each grid box represents approximately 0.65 mi. horizontally by 0.86 mi. vertically.

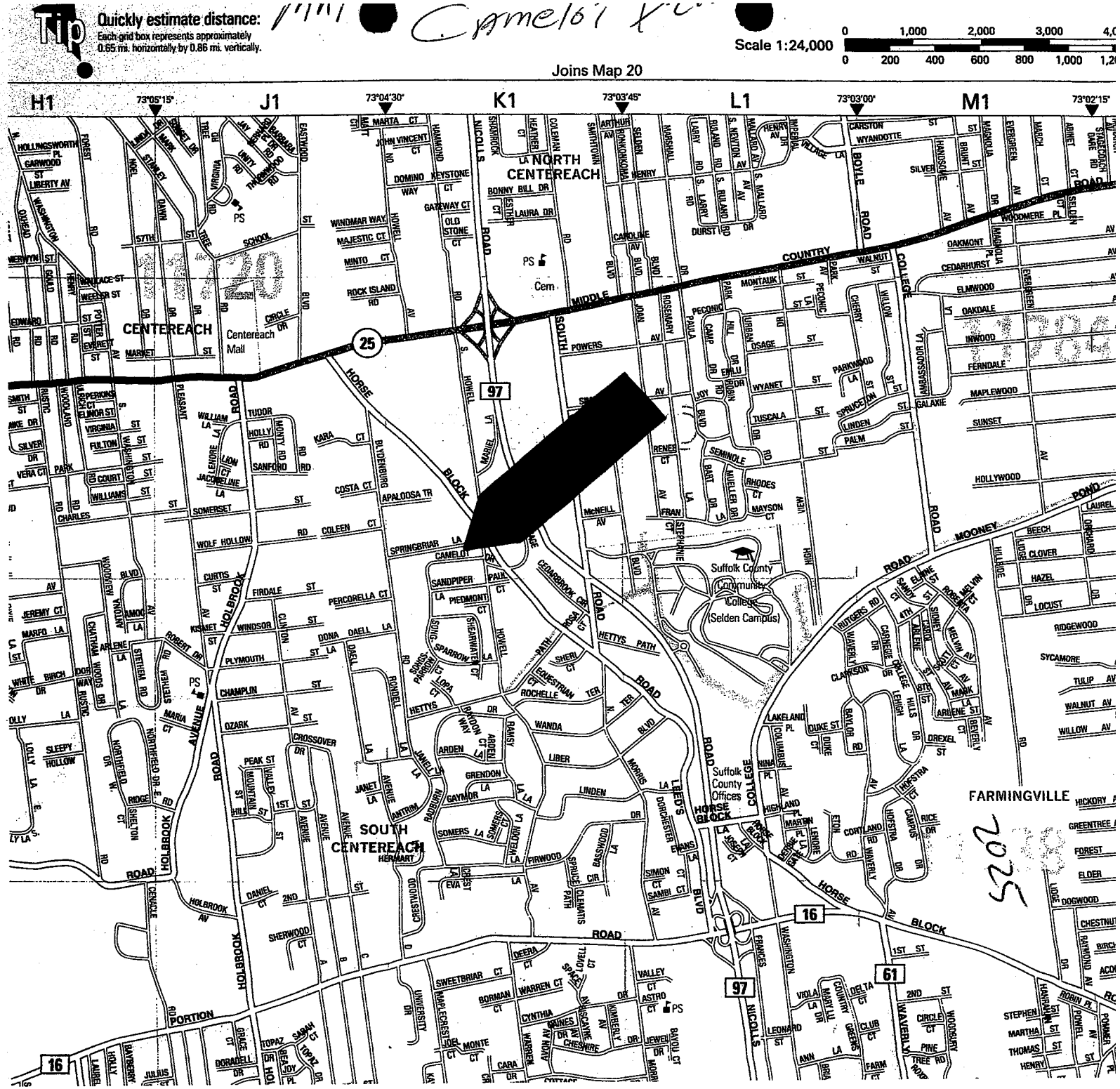
Camelot

Scale 1:24,000

0 1,000 2,000 3,000 4,0

0 200 400 600 800 1,000 1,2

Joins Map 20



2025

COUNTY OF SUFFOLK

2025

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 4, 2013

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

Re: Tax Map No. 0200-536.00-05.00-013.000
GUS NUSU AND CLAUDIA NUSU, HIS WIFE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original 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

WRT:PB:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 2026-13 Laid on Table 11/19/13

Introduced by 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
SALVATORE F. AIOSA, JR.
(SCTM NO. 0100-129.00-05.00-085.000)

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 129.00, Block 05.00, Lot 085.000, and acquired by tax deed on June 13, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 14, 2013, in Liber 12733, at Page 319, and otherwise known and designated by the Town of Babylon, as Lots 16, 17, 18, 19 and 20, Block 18, on a certain map entitled "Map of Ezra Park, Section 3", filed in the Office of the Clerk of Suffolk County on April 23, 1927 as Map No. 108; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on June 13, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 14, 2013 in Liber 12733 at Page 319.

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, SALVATORE F. AIOSA, JR. has made application of said above described parcel and SALVATORE F. AIOSA, JR. has paid the application fee and has paid $48,634.59, 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, 2013; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to SALVATORE F. AIOSA, JR., 433 4th Street, 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: _____

2026

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

October 30, 2013

Tax Map No.: 0100-129.00-05.00-085.000
Name of Last Legal Fee Owner: SALVATORE F. AIOSA, JR.

TREASURER'S COMPUTATION	$48,634.59
Taxes.....2012/2013	INCLUDED
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$48,634.59
Monies Received	$48,634.59
RESOLUTION AMOUNT	$48,634.59

APPROVED:

Annette Brownell 10.30.2013
Accounting
LS:lag

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0100	129.00	05.00	085.000

2026

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2009	$ 5,144.25
2010	$ 11,171.41
2011	$ 10,371.45
2012	$ 10,017.32
2013	$ 7,922.75

TOTAL: $ 44,627.18

B. INTEREST DUE	$ 1,691.47
C. TOTAL	$ 46,318.65
D. 5% LINE C	$ 2,315.93
E. FEE	
F. MISC	
G. MISC	
H. TOTAL DUE	$ 48,634.59

(7.01)

CERTIFICATION BY COUNTY TREASURER

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

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 26-Aug-13

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 02/22/14

II

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 2026

1. Type of Legislation

   Resolution **X**

2. Title of Proposed Legislation

   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   SALVATORE F. AIOSA, JR.
   0100-129.00-05.00-085.000

3. Purpose of Proposed Legislation

   Convey County owned parcel to prior owner

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

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

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

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

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

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

   N/A

8. Proposed Source of Funding

   N/A

9. Timing of Impact

   2013

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

    Lori Sklar | Lori Sklar | 10/30/13
    NEIL TOOMB | Neil Toomb | 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2026

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

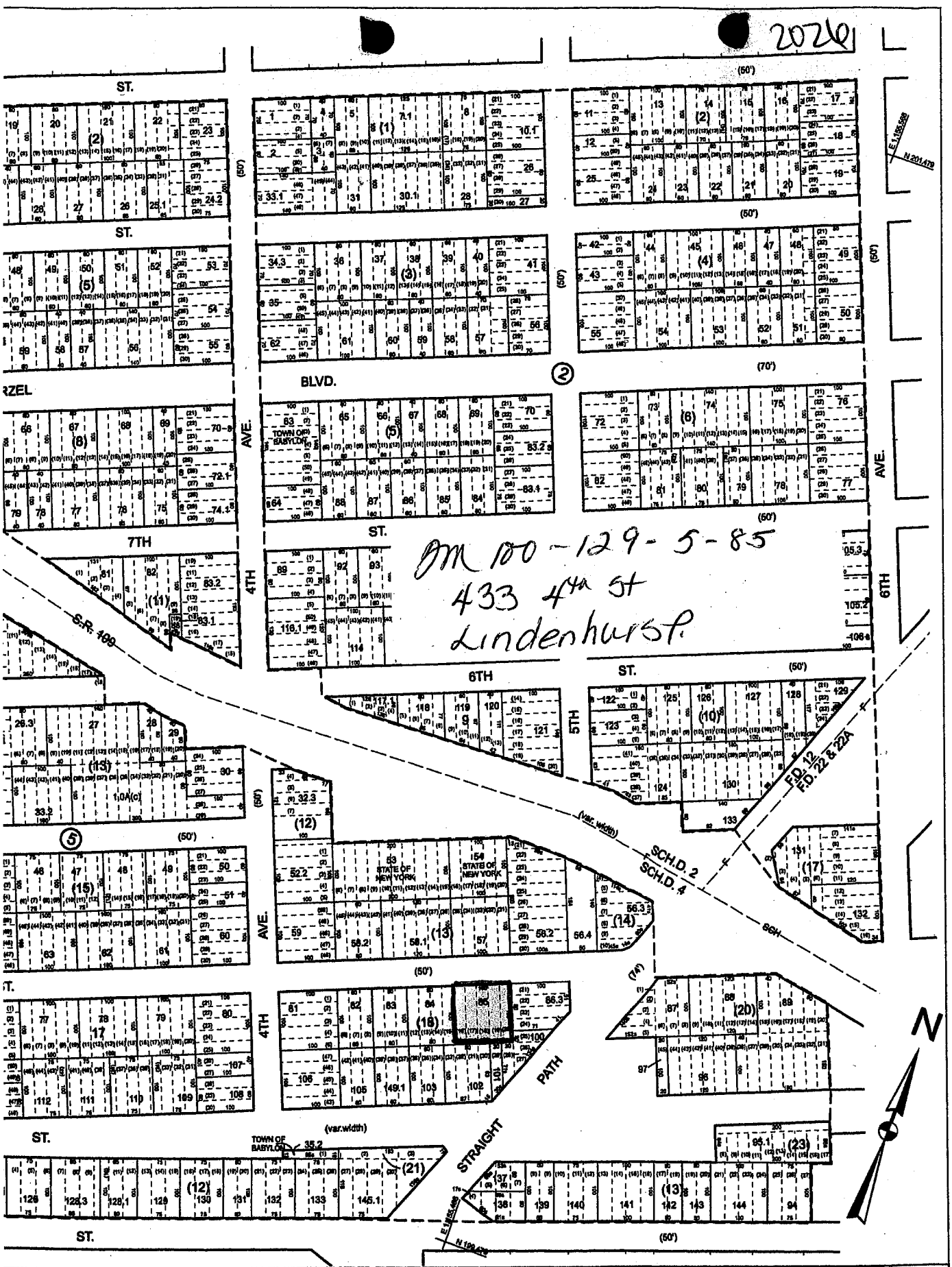
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office



NOTICE

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

COUNTY OF SUFFOLK ©

Real Property Tax Service Agency

County Center Riverhead, N Y 11901

SCALE IN FEET 0 100 200

KEY MAP

TOWN OF BABYLON

VILLAGE OF

DISTRICT NO. 0100

SECTION NO 129

PROPERTY MAP

SEE MAP NO. 3
3
4
ROMAN CATHOLIC CHURCH
DIOCESE OF BROOKLYN
CEMETERY
BETH MOSES CEM
WELLWOOD CEME
NEW MONTEFIORE CEMETERY
MOUNT ARARAT CEMETERY
NORTH LINDENHURST
LINDENHURST
ST. JOHN'S CATHOLIC CEM.
11704
100-129-5-85
433 4th St
Lindenhurst
5
11726
11704

COUNTY OF SUFFOLK

2024

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 4, 2013

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

Re: Tax Map No. 0100-129.00-05.00-085.000
SALVATORE F. AIOSA, JR.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original 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

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 2027-13 Laid on Table 11/19/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 SUSAN ROBINSON (SCTM NO. 0200-449.00-05.00-001.002)

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 449.00 Block 05.00 Lot 001.002 and acquired by Tax Deed on November 2, 2009 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 4, 2009 in Liber 12605 at CP 51 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of Brookhaven under SCTM # District 0200 Section 449.00 Block 05.00 Lot 001.002,

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, Susan Robinson, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $1,600.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described being in size approximately 50' x 263' x 270' has been appraised at $1,600.00, 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 $1,600.00, 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; and be it further,

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, Without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Susan Robinson, 1075 Old Town Road, Coram, New York 11727.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

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

2027

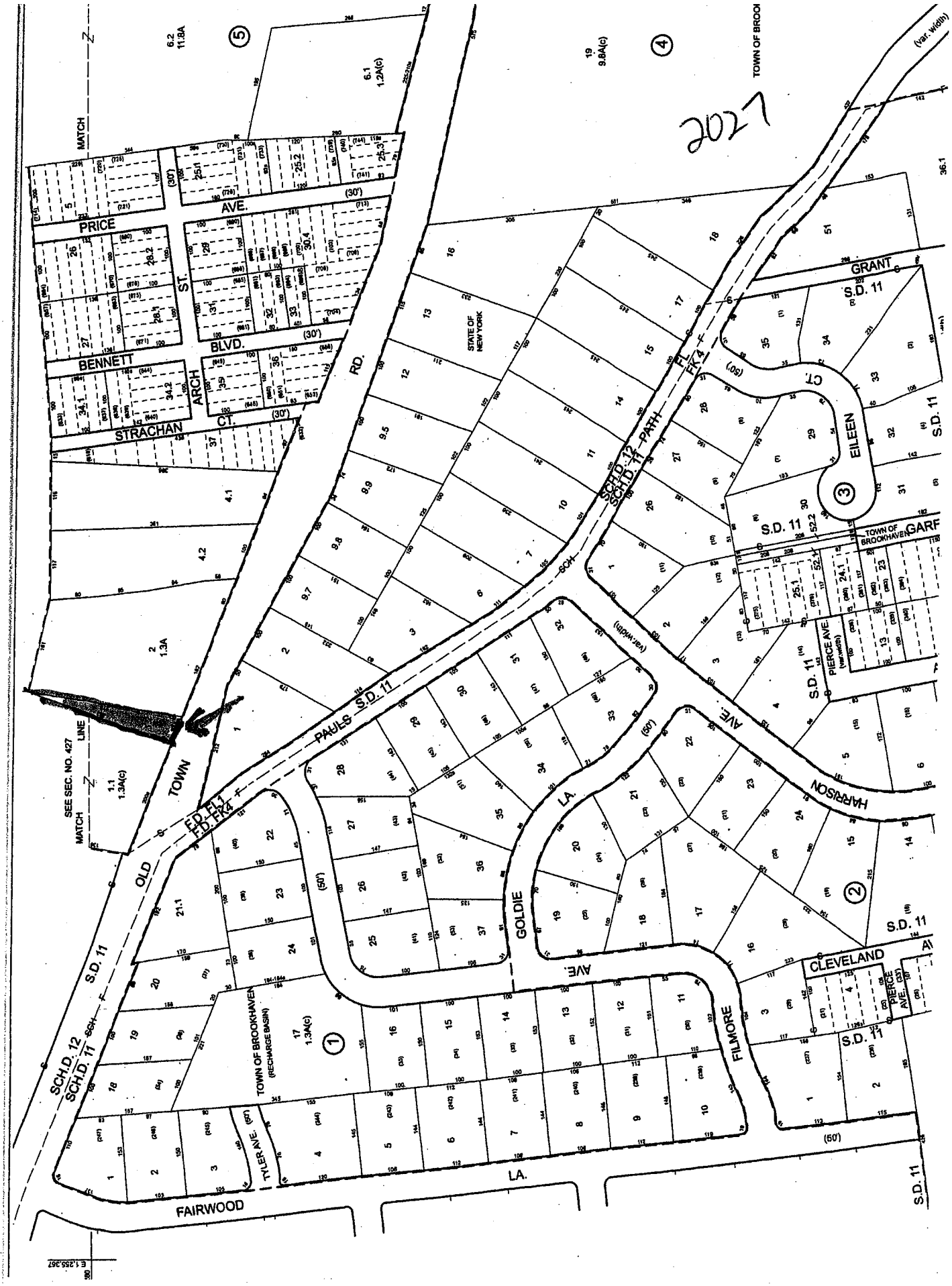
SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0200-449.00-05.00-001.002

ADJOINING OWNER	BID	BID	BID
Susan Robinson 1075 Old Town Road Coram, New York 11727 0200-449.00-05.00-001.002	$1,600.00		
David & Dalia Massen 1071 Old Town Road Coram, New York 11727 0200-449.00-05.00-001.001	$0		

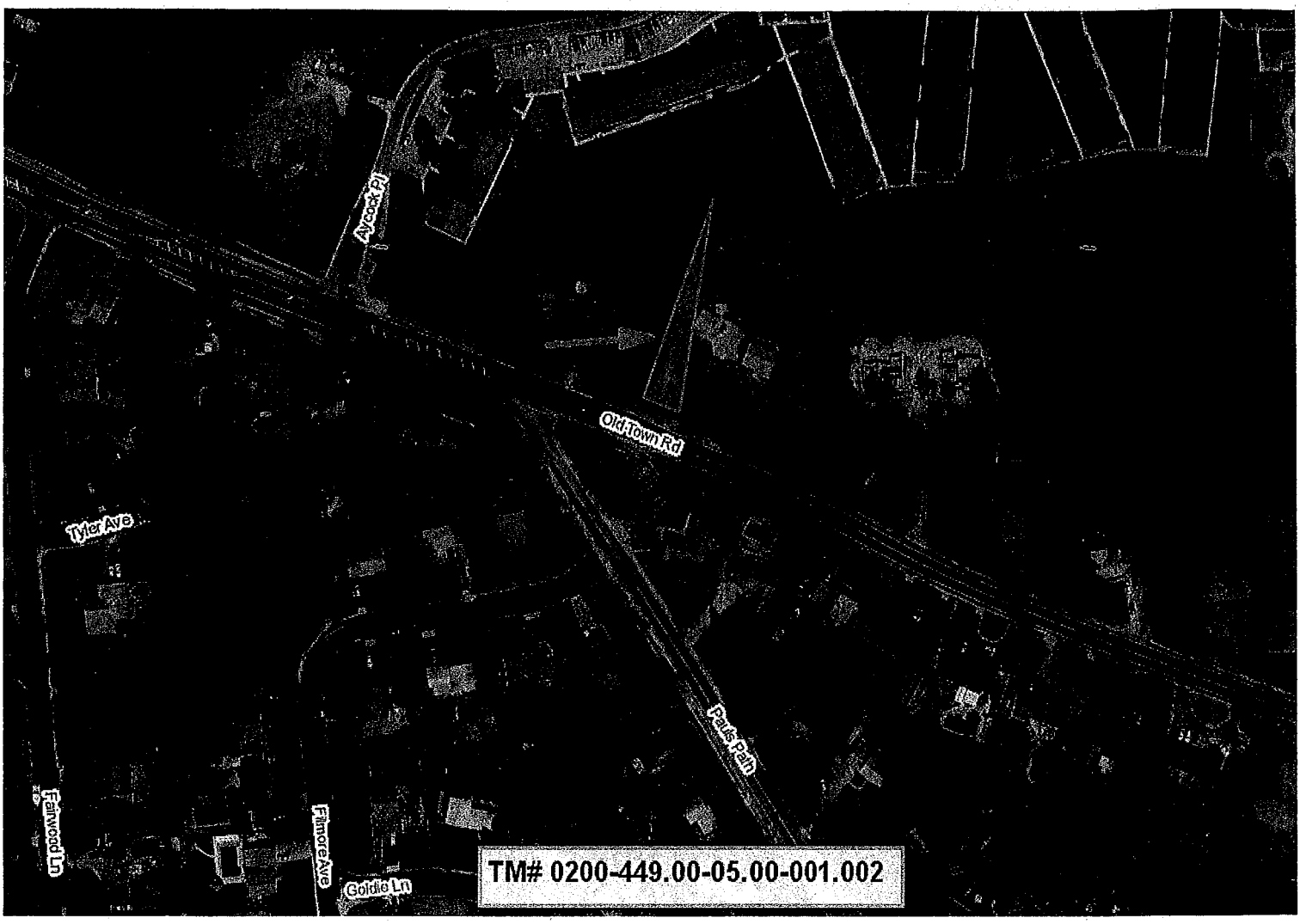
SIZE OF PARCEL: 50' x 263' x 270' Triangle
APPRAISED VALUE: $1,600.00
COMMENT: Direct Sale to Adjacent Owner

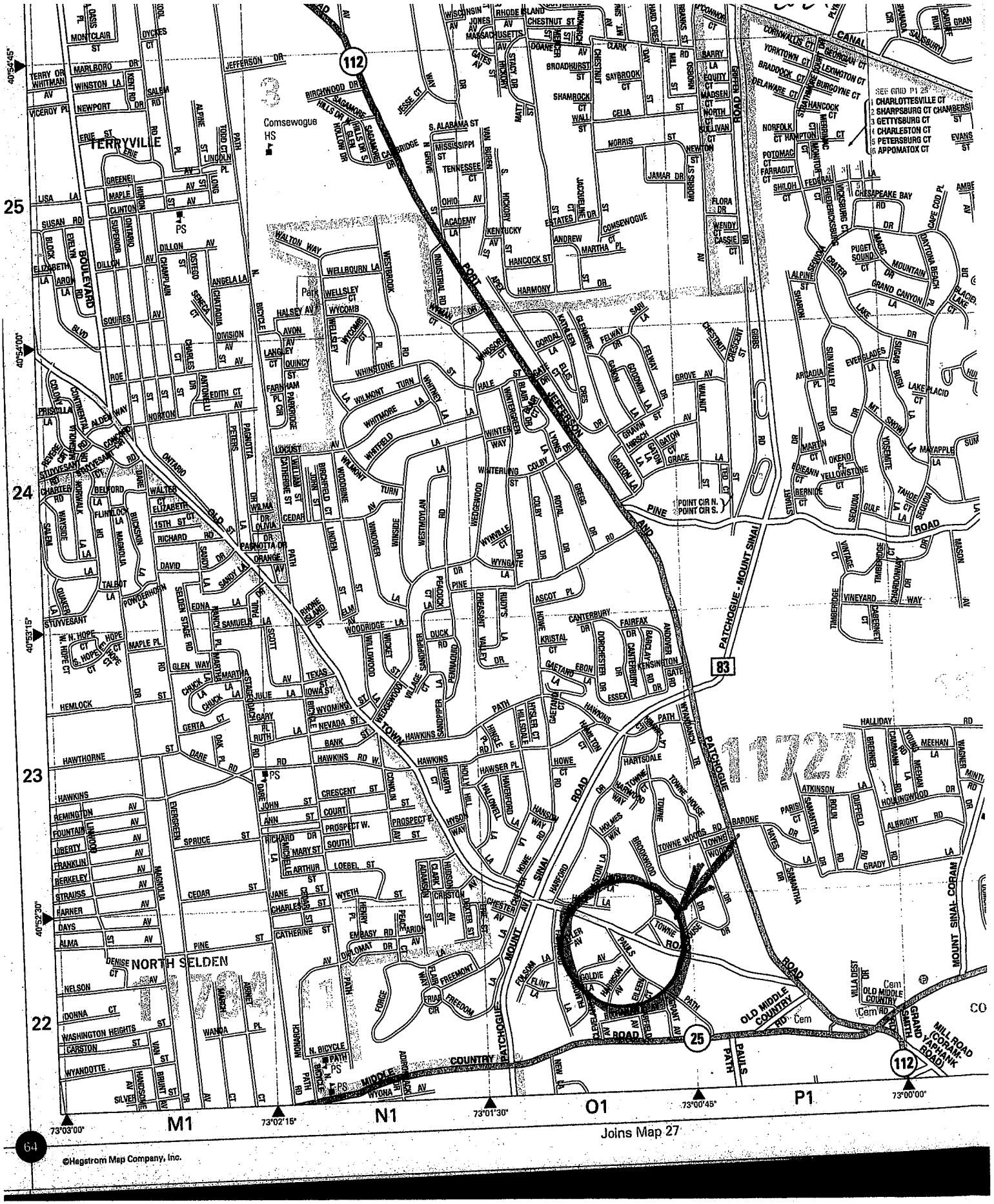
Wayne R. Thompson
Property Manager
(631) 853-5971



Tm # 0200-449.00-05.00-00/.002

2027


Avocet Pl
Old Town Rd
Tyler Ave
Fairwood Ln
Fillmore Ave
Goldie Ln
Pams Path
TM# 0200-449.00-05.00-001.002



TM # 0200-447.00-05.00-001.002

2027

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

   2013, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
   SUSAN ROBINSON
   (SCTM NO. 0200-449.00-05.00-001.002)

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

   2013

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

    R.J. Bhatt
    Land Management Specialist
    NEILTOOMB

    RJ Bhatt
    NeilToomb

    11/4/13
    11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2027

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

2027

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 4, 2013

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: 0200-449.00-05.00-001.002

Dear Mr. Schneider:

Enclosed herewith is the original 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:
Dennis M. Cohen, Chief Deputy County Executive (1 hard copy)
Lisa Santeramo, Assistant Deputy County Executive (1 hard copy)
Tom Vaughn, Director of Intragovernmental Relations (1 hard copy)
CE Reso Review, (electronic copy)

Introductory Resolution No. 2028-13 Laid on Table 11/19/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2013, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 PADGETT TEMPLE-CHURCH OF GOD IN CHRIST (SCTM NO. 0900-111.00-02.00-063.002)

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 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 111.00 Block 02.00 Lot 063.002 and acquired by Tax Deed on October 12, 1994 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on October 20, 1994 in Liber 11699 at CP 117 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of Southampton under SCTM # District 0900 Section 111.00 Block 02.00 Lot 063.002,

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, Padgett Temple-Church of God in Chirist, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $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 being in size approximately 20' x 140' x 20' x 135' has been appraised at $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 $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; and be it further,

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, Without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Padgett Temple-Church of God in Christ, 436 North Magee Street, Southampton, New York 11968.

DATED:

APPROVED BY

_____

County Executive of Suffolk County

Date of Approval:

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

2028

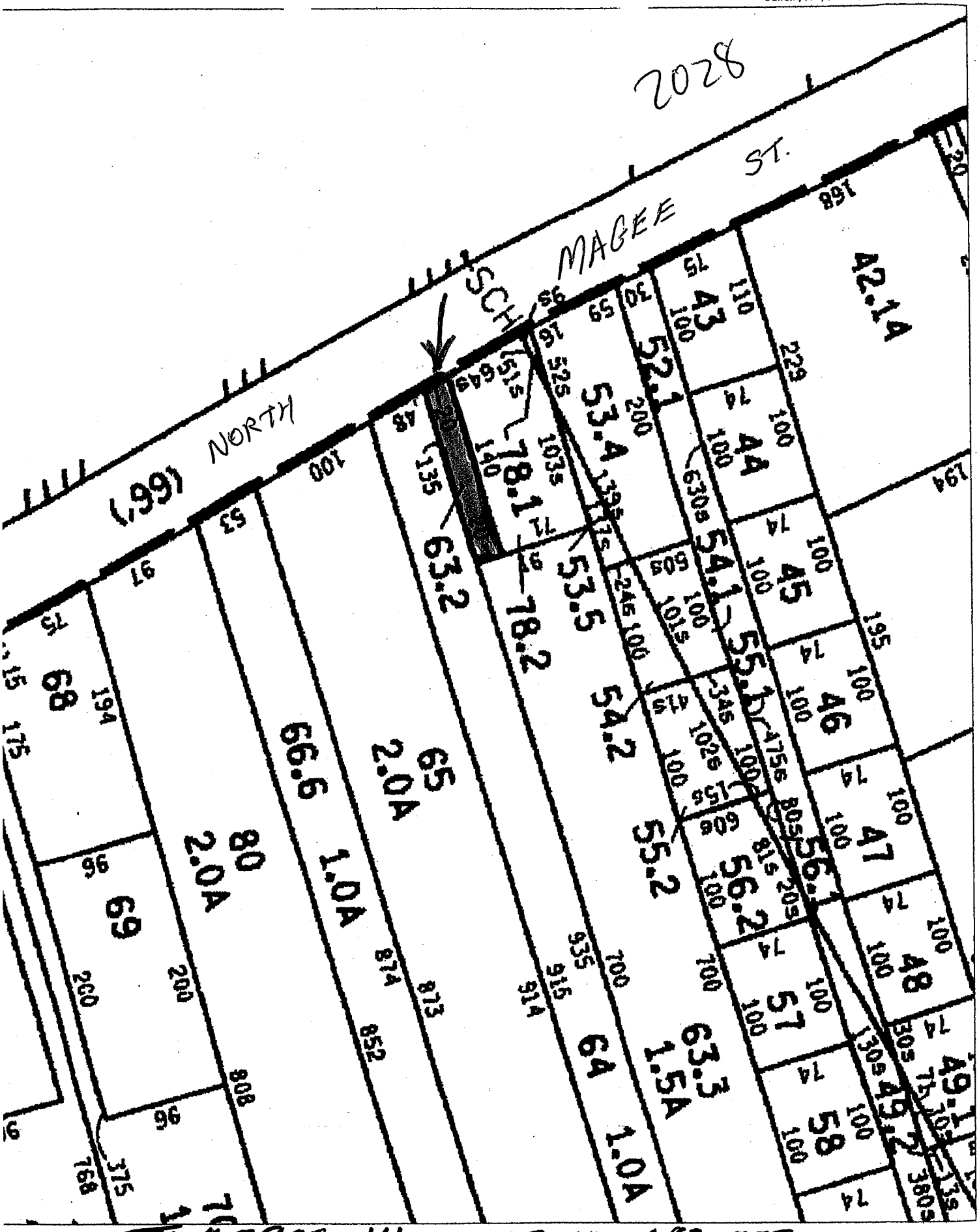
SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0900-111.00-02.00-063.002

ADJOINING OWNER	BID	BID	BID
Padgett Temple-Church of God in Christ 436 North Magee Street Southampton, New York 11968 0900-111.00-02.00-078.002	$500.00		
Michael Zimmerman 6 Threepence Drive Melville, New York 11747 0900-111.00-02.00-063.003	$0		
Joan A. O'Donoghue P.O. Box 2586 Southampton, New York 11969 0900-111.00-02.00-064.000	$0		

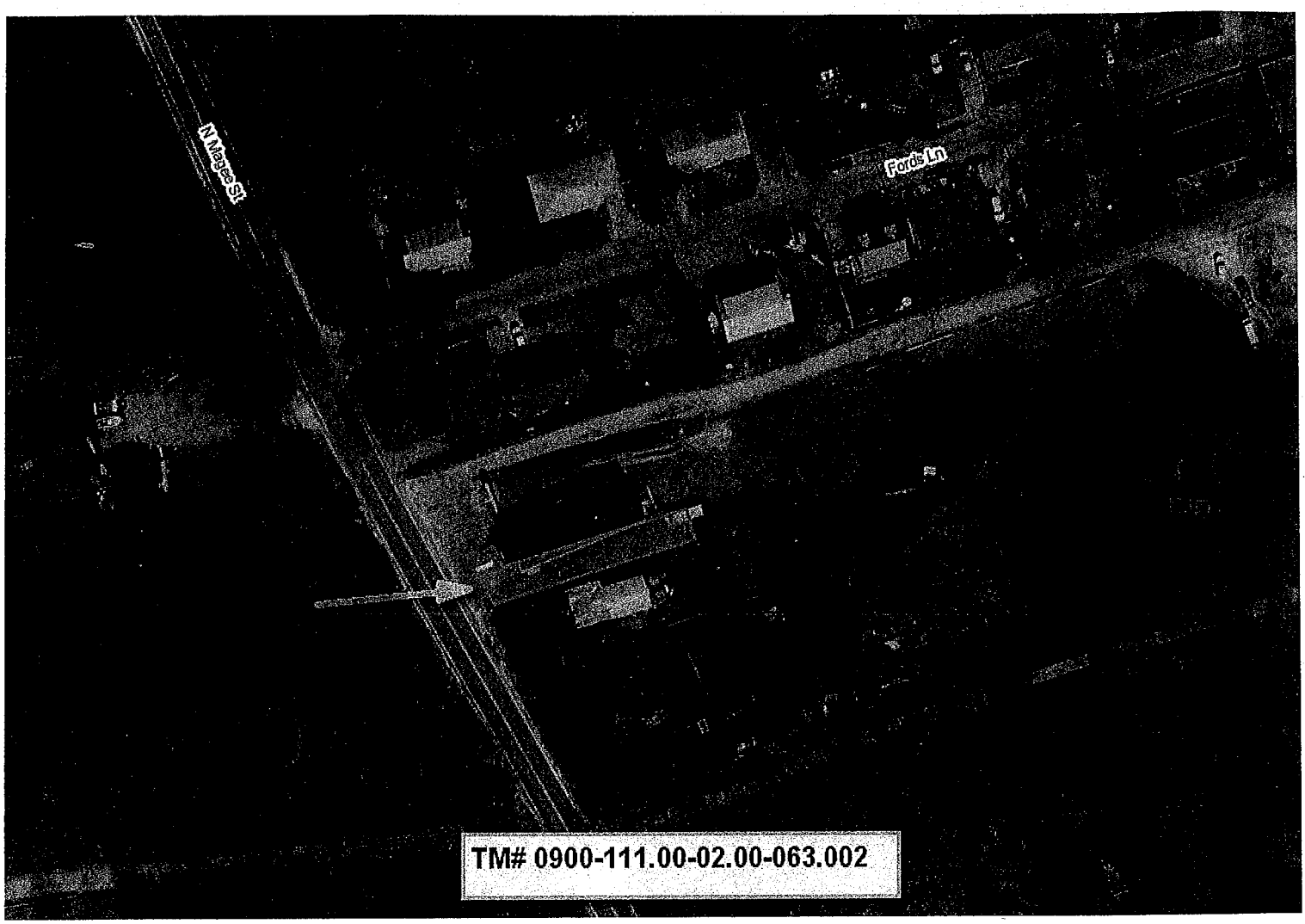
SIZE OF PARCEL: 20' x 140' x 20' x 135'
APPRAISED VALUE: $500.00
COMMENT: Direct Sale to Adjacent Owner

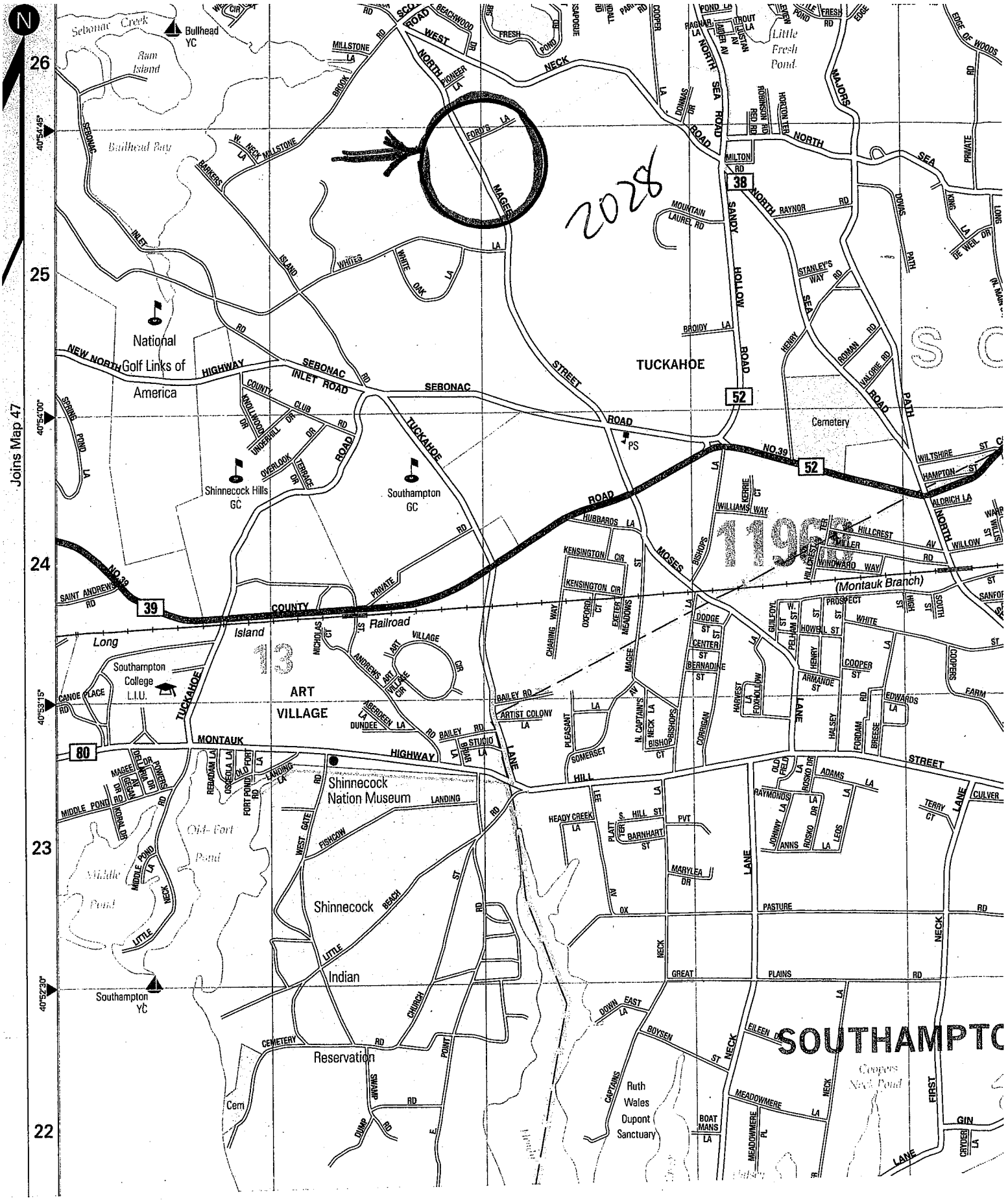
Wayne R. Thompson
Property Manager
(631) 853-5971



Tm# 0900-111.00-02.00-068.002

2028





TM # 0900-111.00-02.00-063.062

2028

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

   2013, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 PADGETT TEMPLE-CHURCH OF GOD IN CHRIST (SCTM NO. 0900-111.00-02.00-063.002)

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

   2013

10. Name & Title of Preparer	Signature of Preparer	Date
R.J. Bhatt Land Management Specialist NEIL TOOMB	RJ Bhatt Neil Toomb	11/4/13 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2028

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

2028

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 4, 2013

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: 0900-111.00-02.00-063.002

Dear Mr. Schneider:

Enclosed herewith is the original 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:
Dennis M. Cohen, Chief Deputy County Executive (1 hard copy)
Lisa Santeramo, Assistant Deputy County Executive (1 hard copy)
Tom Vaughn, Director of Intragovernmental Relations (1 hard copy)
CE Reso Review, (electronic copy)

Introductory Resolution No. 2029-13 Laid on Table 11/19/13

Introduced by 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
CASA VIEJA REALTY, INC.
(SCTM NO. 0500-160.00-02.00-037.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of 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 160.00, Block 02.00, Lot 037.000, 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 499, and otherwise known and designated by the Town of Islip, as Part of Lot No. 77, on a certain map entitled "Map of City of Modern Times", filed in the Office of the Clerk of Suffolk County on January 22, 1859 as Map No. 380; 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 499.

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, CASA VIEJA REALTY, INC. has made application of said above described parcel and CASA VIEJA REALTY, INC. has paid the application fee and has paid $133,190.53, 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; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to CASA VIEJA REALTY, INC., 1768 Brentwood Road, Brentwood, NY 11717, 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

2029

October 31, 2013

Tax Map No.: 0500-160.00-02.00-037.000
Name of Last Legal Fee Owner: CASA VIEJA REALTY, INC.

TREASURER'S COMPUTATION	$133,190.53
Taxes.....2012/2013	INCLUDED
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$133,190.53
Monies Received	$133,190.53
RESOLUTION AMOUNT	$133,190.53

APPROVED:

Arnetta Brownell 11.4.2013
Accounting
LS:lag

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0500	160.00	02.00 2029	037.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2008/09	25112.13
2009/10	25171.86
2010/11	21021.24
2011/12	23364.56
2012/13	18944.16

TOTAL: 113613.95 VV

B. INTEREST DUE	13234.18
C. TOTAL	126848.13
D. 5% LINE C	6342.41
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE $133,190.53 2017

CERTIFICATION BY COUNTY TREASURER

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

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 16-Oct-13

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 04/14/14

dz

2029

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution **X**

2. Title of Proposed Legislation

   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   CASA VIEJA REALTY, INC.
   0500-160.00-02.00-037.000

3. Purpose of Proposed Legislation

   Convey County owned parcel to prior owner

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

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

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

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

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

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

   N/A

8. Proposed Source of Funding

   N/A

9. Timing of Impact

   2013

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

    Lori Sklar
    NEIL TOOMB

    Lori Sklar
    Neil Toomb

    11/4/13
    11/13/13

2029

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

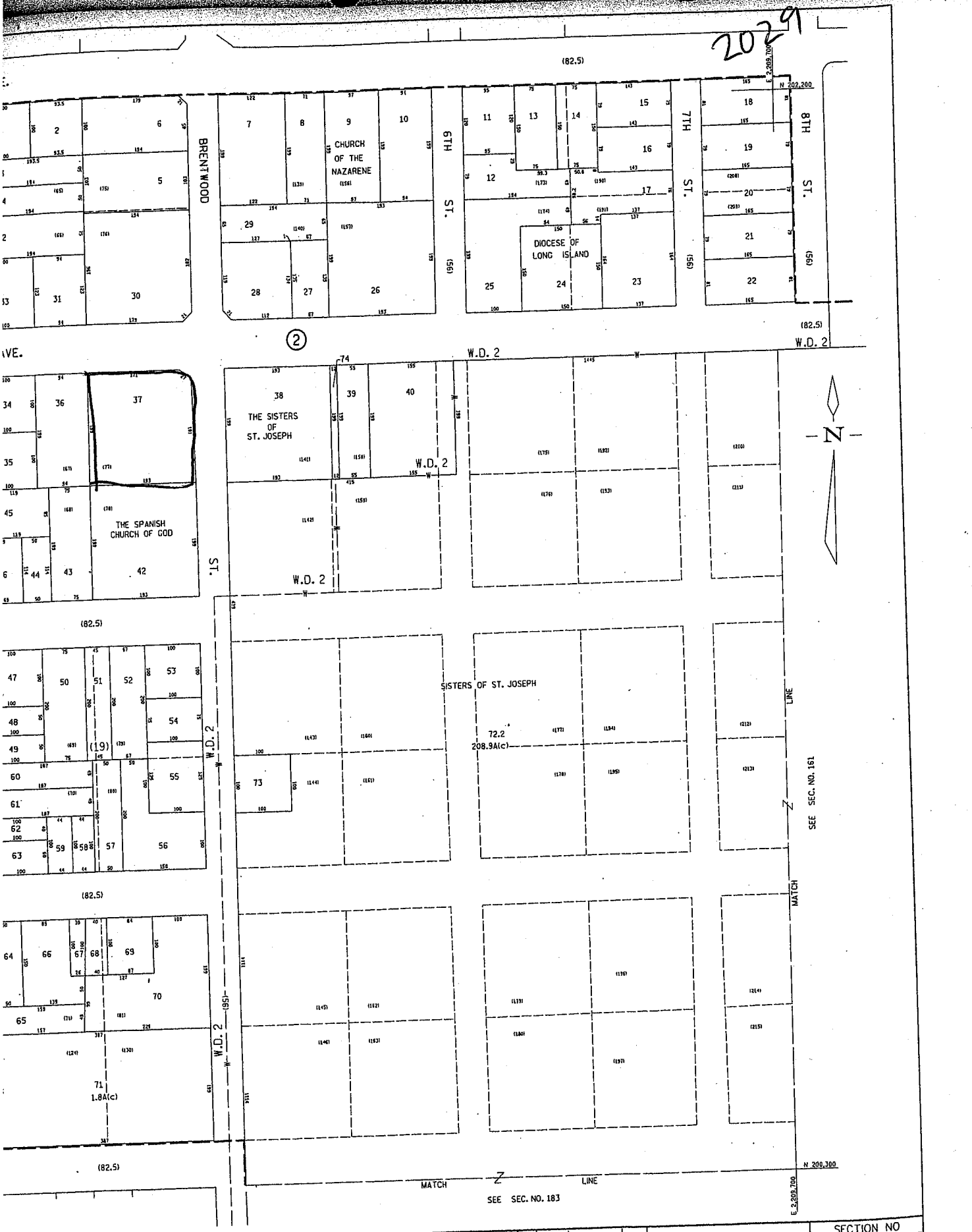
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office



PERTIES STRICTS:

NOTICE

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

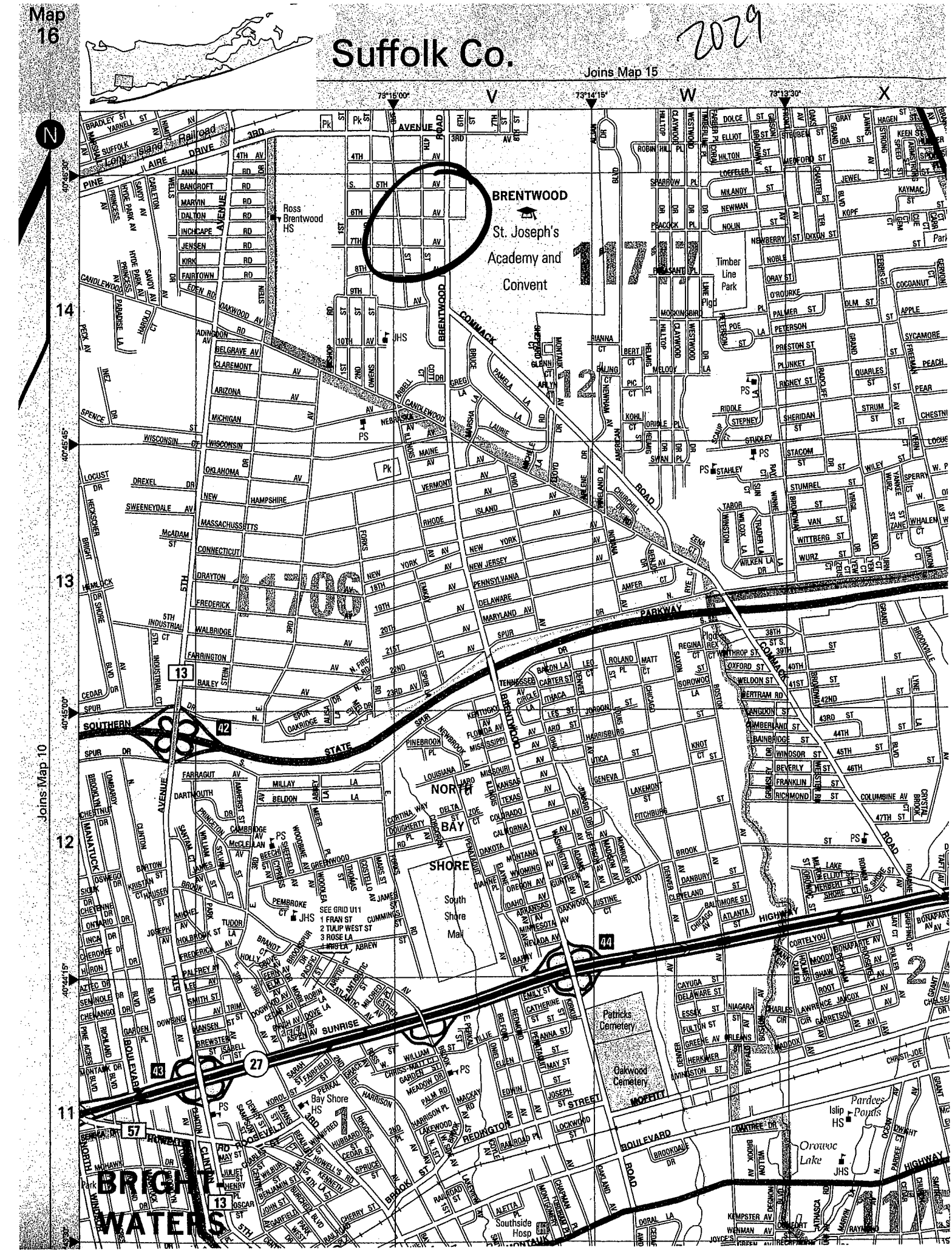
COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 100 0 100 200

KEY MAP

136	137	138
	160	161
159	183	184

TOWN OF ISLIP
VILLAGE OF
DISTRICT NO 0500

SECTION NO 160
PROPERTY MAP


Map 16
Suffolk Co.
2029
Joins Map 15
Joins Map 10
BRENTWOOD
St. Joseph's Academy and Convent
11717
11706
Ross Brentwood HS
Timber Line Park
NORTH BAY SHORE
South Shore Mall
Patricks Cemetery
Oakwood Cemetery
Bay Shore HS
Islip HS
Pardees Ponds
Orowoc Lake
Southside Hosp
BRIGHT-WATERS
SEE GRID U11
1 FRAN ST
2 TULIP WEST ST
3 ROSE LA
4 IRIS LA
Long Island Railroad
SOUTHERN STATE PARKWAY
COMMACK ROAD
BRENTWOOD ROAD
SUNRISE HIGHWAY
BOULEVARD
REDINGTON STREET
MOFFITT BOULEVARD
BROOK ST
ROOSEVELT
CLINTON
MANATUCK
BOULEVARD
PINE AIRE DRIVE
3RD AVENUE
73°15'00"
73°14'15"
73°13'30"
40°46'30"
40°45'45"
40°45'00"
40°44'15"
40°44'30"
V
W
X
14
13
12
11

COUNTY OF SUFFOLK

2029

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 7, 2013

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

Re: Tax Map No. 0500-160.00-02.00-037.000
CASA VIEJA REALTY, INC.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original 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

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 2030-13 Laid on Table 11/19/13

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
L'AUDACE LTD.
0500-032.00-04.00-065.000

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 032.00, Block 04.00, Lot 065.000, and acquired by tax deed on September 08, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 09, 2011, in Liber 12670, at Page 783, and otherwise known and designated by the Town of Islip, as Lots 694 and 695, on a certain map entitled "Map of Lake Hills, Unit One", filed in the office of the Clerk of Suffolk County on June 29, 1942 as Map No. 1362; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 08, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 09, 2011 in Liber 12670 at Page 783.

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

WHEREAS, DUCAT 2008 LP, MORTGAGEE has made application of said above described parcel and DUCAT 2008 LP, MORTGAGEE has paid the application fee and has paid $50,559.53, 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, 2013, and

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

2nd - RESOLVED, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to L'AUDACE LTD., 100 Mill Road, Westhampton, NY 11977, 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

2030

November 1, 2013

Tax Map No.: 0500-032.00-04.00-065.000
Name of Last Legal Fee Owner: L'AUDACE LTD.

TREASURER'S COMPUTATION	$50,559.53
Taxes.....2012/2013	INCLUDED
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$50,559.53
Monies Received	$50,559.53
RESOLUTION AMOUNT	$50,559.53

APPROVED:

Annette Brownell 11.7.2013
Accounting
LS:lag

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK		LOT
0500	032.00	04.00	2030	065.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2006/07	$4,557.07
2008/09	$10,559.57
2009/10	$9,801.47
2010/11	$7,710.16

2007/08 PROPERTY TAXES PAID BY MORTGAGE COMPANY

	TOTAL:	$32,628.27
B. INTEREST DUE		$1,827.96
C. TOTAL		$34,456.23
D. 5% LINE C		$1,722.81
E. FEE		
F. MISC 2011/12 PROPERTY TAXES		$8,002.45
G. MISC 2012/13 PROPERTY TAXES		$6,378.04
H. TOTAL DUE		$50,559.53

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. 17-Feb-12

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 04/30/13

TS

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

2030

Resolution **X**
Tax Map Number 0500-032.00-04.00-065.000

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2013

10. Typed Name & Title of Preparer	Signature of Preparer	Date
Lori Sklar NEIL TOOMB	Lori Sklar Neil Toomb	11/1/13 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2030

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

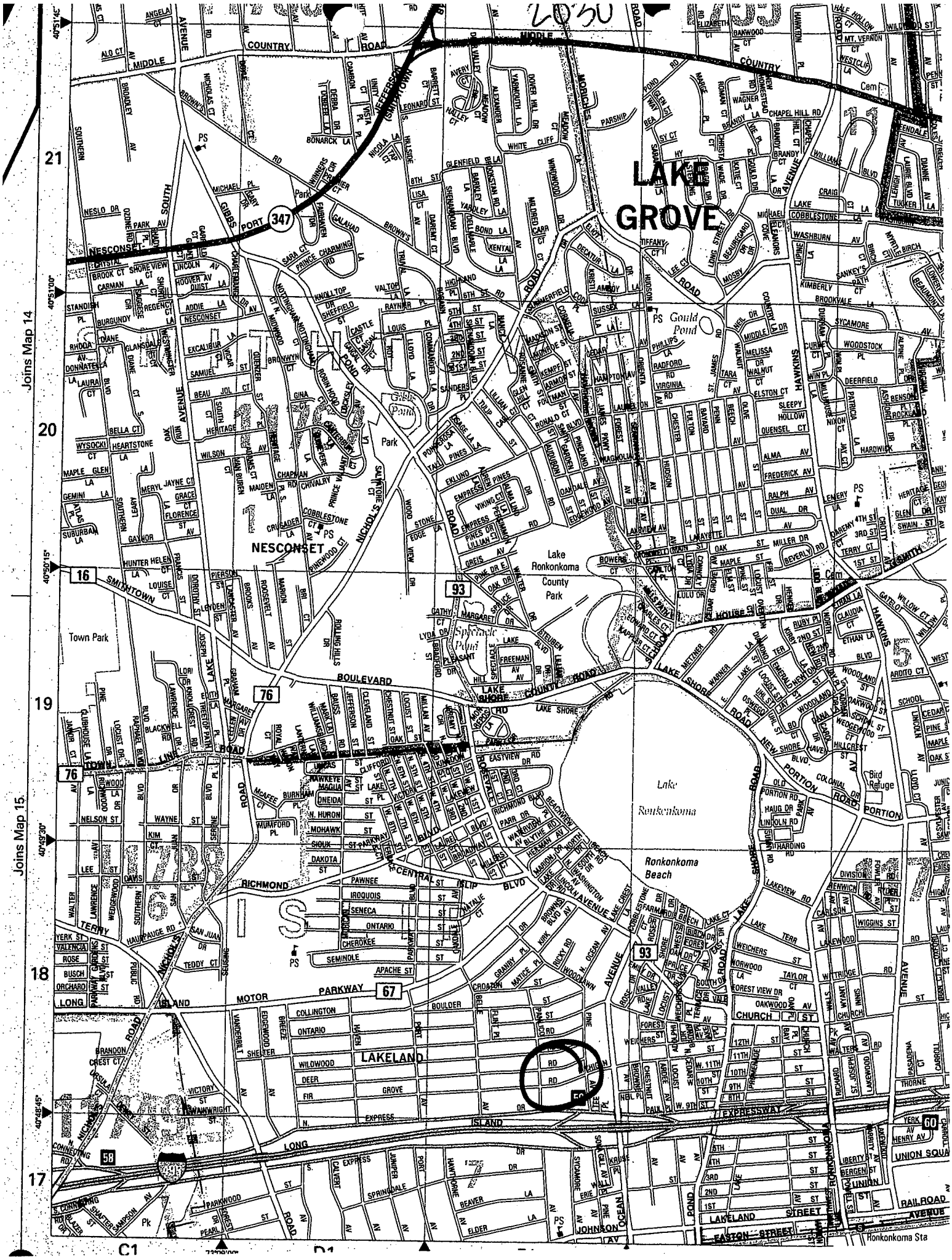
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2030

Revisions
11-19-96
04-15-97
08-11-98
12-07-98
04-06-99
06-20-01
08-23-01
09-24-01
01-16-02
09-19-02
12-03-02
11-19-04
01-26-07
03-12-07
05-03-07
07-30-07
09-20-07
05-27-09
03-16-10
N 239,079
E 1,223,966
COLLINGTON DR.
(50')
GRANBY PL.
MATICE PL.
WOODLAWN
TOWN OF ISLIP
CROATON
ST.
PAMLICO
BELLE
BOULDER
FLINT
PL.
ONTARIO
AVE.
(50')
SHELTER
RD.
WILDWOOD
DEER
FIR GROVE
N 237,179
E 1,223,966



LAKE GROVE
NESCONSET
Lake Ronkonkoma County Park
Lake Ronkonkoma
Ronkonkoma Beach
Town Park
Gould Pond
Gibbs Pond
Spectacle Pond
Bird Refuge
LAKELAND
Ronkonkoma Sta
Joins Map 14
Joins Map 15

COUNTY OF SUFFOLK

2030

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 7, 2013

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

Re: Tax Map No. 0500-032.00-04.00-065.000
L'AUDACE LTD. C/O GEORGE GUILDI

Dear Mr. Schneider:

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

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

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

Introductory Resolution No. 2031-13 Laid on Table 11/19/13

Introduced by 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
WHEELER ROAD HOLDING CORP.
(SCTM NO. 0500-120.00-04.00-024.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 120.00, Block 04.00, Lot 024.000, 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 499, and otherwise known and designated by the Town of Islip, as Part of Lots 43 and 44, on a certain map entitled "Map of Property of James Slater", filed in the Office of the Clerk of Suffolk County in October of 1905 and amended August 1912; 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 499.

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, WHEELER ROAD HOLDING CORP. has made application of said above described parcel and WHEELER ROAD HOLDING CORP. has paid the application fee and will be paying $181,460.26, 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, 2013; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to WHEELER ROAD HOLDING CORP., 62 Carleton Avenue, Central Islip, NY 11722, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

2031

November 07, 2013

Tax Map No.: 0500-120.00-04.00-024.000
Name of Last Legal Fee Owner: WHEELER ROAD HOLDING CORP.

TREASURER'S COMPUTATION	$181,460.26
Taxes.....2012/2013	INCLUDED
License/Storage Fee	OPEN
Repairs	OPEN
Miscellaneous Expenses	OPEN
TOTAL	$181,460.26
Monies to be Received	$181,460.26
RESOLUTION AMOUNT	$181,460.26

APPROVED:

Annette Brownell
Accounting
LS:lag

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

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0500	120.00	04.00 2031	024.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2009	$	35,774.51
2010	$	33,199.69
2011	$	28,271.25
2012	$	31,023.00
2013	$	27,621.00
TOTAL:	$	155,889.45
B. INTEREST DUE	$	16,929.85
C. TOTAL	$	172,819.30
D. 5% LINE C	$	8,640.96
E. FEE		
F. MISC		
G. MISC		
H. TOTAL DUE	$	181,460.26

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. 05-Sep-13

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 03/04/14

mas

2031

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution **X**

2. Title of Proposed Legislation

   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   WHEELER ROAD HOLDING CORP.
   0500-120.00-04.00-024.000

3. Purpose of Proposed Legislation

   Convey County owned parcel to prior owner

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

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

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

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

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

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

   N/A

8. Proposed Source of Funding

   N/A

9. Timing of Impact

   2013

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

    Lori Sklar — Lori Sklar — 11/8/13
    NEIL TOOMB — Neil Toomb — 11/13/13

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2031

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

2031

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	[redacted]	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

NOTICE

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

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

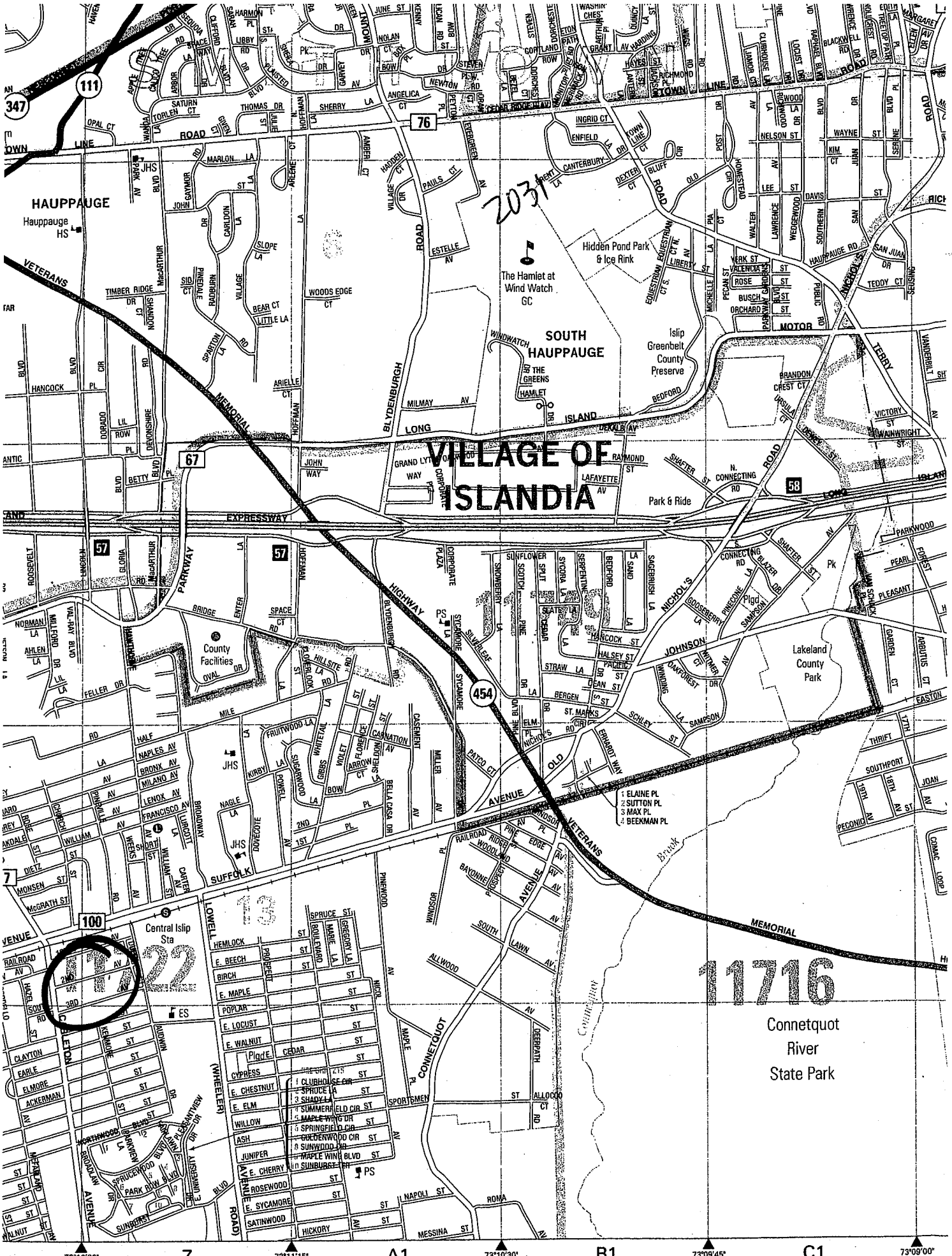
KEY MAP

097	098		207
119	120	121	
	141	142	

TOWN OF ISLIP
VILLAGE OF
DISTRICT NO 0500

SECTION NO 120
PROPERTY MAP

CONVERSION DATE: Dec. 04, 1998



VILLAGE OF ISLANDIA
HAUPPAUGE
Hauppauge HS
SOUTH HAUPPAUGE
The Hamlet at Wind Watch GC
Hidden Pond Park & Ice Rink
Islip Greenbelt County Preserve
Park & Ride
County Facilities
Lakeland County Park
Central Islip Sta
Connetquot River State Park
11716
11722
11739
2031
1 ELAINE PL
2 SUTTON PL
3 MAX PL
4 BEEKMAN PL
1 CLUBHOUSE CIR
2 SPRUCE LA
3 SHADY LA
4 SUMMERFIELD CIR
5 MAPLE WING DR
6 SPRINGFIELD CIR
7 GOLDENWOOD CIR
8 SUNWOOD CIR
9 MAPLE WING BLVD
10 SUNBURST TER
73°12'00"
Z
73°11'15"
A1
73°10'30"
B1
73°09'45"
C1
73°09'00"

Joins Map 16

COUNTY OF SUFFOLK

2031

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 8, 2013

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

Re: Tax Map No. 0500-120.00-04.00-024.000
WHEELER ROAD HOLDING CORP.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original 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

WRT:LS:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

2032

Intro. Res. No. -2013 Laid on Table 11/19/2013
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2013, ADOPTING LOCAL LAW NO. -2013, A CHARTER LAW TO IMPLEMENT COMMON SENSE HOME RULE REFORMS

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2013 a proposed local law entitled **"A CHARTER LAW TO IMPLEMENT COMMON SENSE HOME RULE REFORMS;"** and said local law in final form is the same as when presented and introduced; now, therefore be it

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

LOCAL LAW NO. 2013, SUFFOLK COUNTY, NEW YORK

A CHARTER LAW TO IMPLEMENT COMMON SENSE HOME RULE REFORMS

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

Section 1. Legislative Intent.

This Legislature finds and determines that the Suffolk County Charter was submitted for adoption to the electors of the County at the general election to be held in the year 1958. Approval meant that the County operated as a Charter form of government.

This Legislature also finds and determines that the Charter, as an alternative form of government for the County of Suffolk, may be amended in accordance with the State Constitution, applicable statutes and Charter provisions.

This Legislature also finds and determines that as a Charter County, Suffolk has been given a constitutional grant of power to adopt local laws governing the powers and duties and terms of local officer. Also, the County may, among other things, abolish or create an elective county office, change the voting or veto power of an officer, change the method of removing an elective county officer during his or her term of office, or abolish, curtail or transfer to another county officer or agency any power of an elective county officer. All of this may be accomplished by local law and Charter amendments under Article IX of the New York State Constitution and the Municipal Home Rule Law.

This Legislature also finds and determines that these important Constitutional powers confer upon the County substantial latitude in determining its own form of government. Many of these powers did not take on their complete modern form until after the 1958 adoption of the Suffolk County Charter. It was in 1963 that the current Article IX of the Constitution (Local Governments) was adopted and it was subsequently implemented by the New York State Legislature through the adoption of Article 4 of the Municipal Home Rule Law, referred to as the "County Charter Law."

This Legislature also finds and determines that provisions of the Charter adopted in 1958 are not in complete conformity with the constitutional home rule powers, and restrict the

full panoply of County home rule powers. Select amendments to the Charter will allow the County to take full advantage of the home rule power conferred upon it by the New York State Constitution. Such amendments would give the County flexibility to administer this County's government.

Therefore the purpose of this law is to amend the County Charter to conform to powers conferred upon it by Article IX of the Constitution and statutory law and to implement common sense home rule reforms.

Section 2. Amendments.

Article XXIV of the Suffolk County Charter is hereby amended as follows:

Article XXIV
Interpretation and Implementation

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[§ C24-5. Effect on term of elective officials.

The term of an office of an elective County official shall not be abridged by reason of the approval of the adoption of this Charter or any question submitted to the voters pursuant to this Charter. If an elective official is continued in office after his office is abolished, he shall perform such duties during the remainder of his term as may be assigned to him by the County Executive.]

§ C24-[6]5. Matters not affected.

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§ C24-[7]6. Interpretation.

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§ C24-[8]7. Severability.

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§ C24-[9]8. When various provisions take effect.

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§ C24-[10]9. When effective.

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§ C24-[11]10. Public participation.

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Section 3. Applicability.

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

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

This law shall not take effect until at least sixty (60) days after its adoption, nor until approved by the affirmative vote of a majority of the qualified electors of the County of Suffolk voting on a proposition for its approval if within sixty (60) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against this law in conformity with the provisions of Section 34(4) of the NEW YORK MUNICIPAL HOME RULE LAW and upon filing in the office of the Secretary of State.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

2032

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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DATE: NOVEMBER 13, 2013

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2013

TITLE: I.R. NO. -2013; A CHARTER LAW TO IMPLEMENT COMMON SENSE HOME RULE REFORMS

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 11/13/13 PUBLIC HEARING: 12/3/13

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

This proposed law would eliminate a provision in Article 24 of the Suffolk County Charter which reads as follows:

"The term of an office of an elective County official shall not be abridged by reason of the approval of the adoption of this Charter or any question submitted to the voters pursuant to this Charter. If an elective official is continued in office after his office is abolished, he shall perform such duties during the remainder of his term as may be assigned to him by the County Executive."

This law is made subject to a permissive referendum.

GEORGE NOLAN
Counsel to the Legislature

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