

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

**LADS REPORT PREPARED BY:**

**Michele Gerard**

1172. Authorizing certain technical correction to Adopted Resolution No. 1218-2013. (Co. Exec.) WAYS & MEANS
1173. Authorizing use of Blydenburgh County Park by New York Blood Center. (Kennedy) PARKS & RECREATION
1174. Authorizing use of Smith Point County Park for Mercy Center Ministries 5k Race. (Browning) PARKS & RECREATION
1175. Authorizing the County Treasurer to execute an amendment to the Cooperative Liquid Asset Securities System Municipal Cooperation Agreement. (Pres. Off.) BUDGET AND FINANCE
1176. Approving payment to General Code Publishers for Administrative Code pages. (Pres. Off.) WAYS & MEANS
1177. Appropriating funds in connection with the purchase of sewer facility maintenance equipment (CP 8164). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1178. Authorizing the acquisition of Farmland Development Rights under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) for the Luce property – MKZ Farm - Town of Riverhead (SCTM No. 0600-008.00-02.00-013.004 p/o). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE
1179. Amending the 2014 Adopted Operating Budget to allocate 100% additional State Aid from the New York State Office of Mental Health for Mental Health Service Providers. (Co. Exec.) HEALTH
1180. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 949-2014). (Co. Exec.) BUDGET AND FINANCE
1181. Appropriating funds in connection with reconstruction of drainage systems on various County roads (CP 5024). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1182. Appropriating funds in connection with equipment for Public Works Material Testing Laboratory (CP 5141). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1183. Amending the 2014 Capital Budget and Program and appropriating funds in connection with Suffolk County Intelligent Transportation System (CP 3308). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1184. Authorizing planning steps for the Voluntary Acquisition of Land and if necessary public hearings pursuant to Article 2 of the Eminent Domain Procedure Law of the State of New York in connection with the acquisition of properties to be acquired for the replacement of a bridge on CR 16, Horseblock Road over the L.I.R.R. and Long Island Avenue, Town of Brookhaven, Suffolk County, New York (CP 5855). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1185. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Alissa Dallojacono and Louis Dallojacono, Jr., husband and wife (SCTM No. 0200-867.00-06.00-021.002). (Co. Exec.) WAYS & MEANS
1186. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Ann Marie Ladone (SCTM No. 0200-393.00-07.00-011.000). (Co. Exec.) WAYS & MEANS
1187. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Estate of Florence Lojko c/o Bwinbtwre Corp. (SCTM No. 0600-111.00-03.00-003.000). (Co. Exec.) WAYS & MEANS
1188. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act the estate of Petra Trivone, Steven Ortiz Executor (SCTM No. 0200-708.00-04.00-036.000). (Co. Exec.) WAYS & MEANS
1189. Accepting and appropriating a grant award from the State University of New York, for a Community College Workforce Development Training Program for College Resources for Employer-Supported Training (CREST), 84% reimbursed by State funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND INFORMATION TECHNOLOGY
1190. Accepting and appropriating a grant award from the State University of New York, for a Community College Workforce Development Training Program for Sea Tow Services, International, 88% reimbursed by State funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND INFORMATION TECHNOLOGY
1191. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 950-2014). (Co. Exec.) BUDGET AND FINANCE
1192. Accepting and appropriating 100% funding from the New York State Office of Children and Family Services (OCFS) to implement the TANF Non-Residential Domestic Violence Program in the Department of Social Services and authorizing the County Executive and the Commissioner of Social Services to execute a contract. (Co. Exec.) HUMAN SERVICES
1193. Authorizing the purchase of up to 10 paratransit vans for Suffolk Transit and accepting and appropriating Federal and State Aid and County funds (CP 5658). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1194. Accepting and appropriating 50% Federal grant funds from the United States Environmental Protection Agency to the Department of Health Services, Division of Environmental Quality for the Peconic Estuary Program. (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE
1195. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 951-2014). (Co. Exec.) BUDGET AND FINANCE
1196. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 952-2014). (Co. Exec.) BUDGET AND FINANCE
1197. Amending the 2014 Capital Budget and Program and appropriating funds in connection with dredging of County Waters (CP 5200). (Lindsay) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1198. Directing the Department of Information Technology, in conjunction with the Department of Health Services and the Suffolk County Police Department, to develop and publish a website dedicated to bullying prevention and awareness. (Anker) EDUCATION AND INFORMATION TECHNOLOGY
1199. Authorizing certain technical corrections to Adopted Resolution No. 1038-2013. (Co. Exec.) WAYS & MEANS
1200. Appropriating funds in connection with the Optical Disk Imaging System (CP 1751). (Pres. Off.) WAYS & MEANS
1201. Appropriating funds in connection with upgrading of the Court Minutes Application (CP 1681). (Pres. Off.) WAYS & MEANS
1202. Authorizing the County Clerk to file an application for additional State mortgage tax reimbursement. (Pres. Off.) WAYS & MEANS
1203. Authorizing use of Smith Point County Park property by Mastic Beach Fire Department, Inc. for Public Safety Services fund drive. (Browning) PARKS & RECREATION
1204. Authorizing use of Southaven County Park for the Kara's Hope 5K Run/Walk. (Browning) PARKS & RECREATION
1205. Reappointing Richard F. White, Jr., as a member of the Suffolk County Board of Trustees of Parks, Recreation and Conservation. (Pres. Off.) PARKS & RECREATION
1206. Authorizing the County Treasurer to borrow cash funds from other County funds for 2014. (Pres. Off.) BUDGET AND FINANCE
1207. Designating July 10th as Nikola Tesla Day in Suffolk County. (Anker) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1208. Amending the 2014 Capital Budget and Program and appropriating funds in connection with energy conservation at various County facilities (CP 1664). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1209. Authorizing use of Blydenburgh County Park by the Care Center for its Annual Walkathon Fundraiser. (Co. Exec.) PARKS & RECREATION
1210. Approving the appointment of Richard Rizzuti as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY
1211. Approving the reappointment of Anthony Sullo as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY
1212. Approving the reappointment of Ryan J. Murphy as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY
1213. Approving the reappointment of Jay Egan as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY
1214. Approving the reappointment of Bryan Prosek as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY
1215. Approving the appointment of Kyle Markott as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY
1216. Approving the reappointment of David Carrigan as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY
1217. Approving the reappointment of Peter Garypie as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY
1218. Authorizing the lease of premises to the United States Department of Agriculture. (Co. Exec.) WAYS & MEANS
1219. Appropriating funds in connection with the purchase of communications equipment for Sheriff's Office (CP 3060). (Co. Exec.) PUBLIC SAFETY
1220. Resolution delegating to the County Comptroller the power to authorize the issuance of not to exceed \$100,000,000 Revenue Anticipation Notes of the County of Suffolk, New York, in anticipation of the receipt of certain revenues for the Fiscal Year Ending December 31, 2014, to prescribe the terms, form and contents of such notes, and to provide for the sale and credit enhancement thereof. (Co. Exec.) BUDGET AND FINANCE
1221. Appropriating funds for the purchase of equipment for Medical, Legal Investigations and Forensic Sciences and to approve the purchase of one (1) replacement SUV and one (1) replacement mortuary vehicle in accordance with Section (B)(6) of the Suffolk County Code and in accordance with the County Vehicle Standard Law (CP 1132). (Co. Exec.) PUBLIC SAFETY

1222. Accepting and appropriating federal pass-through grant funds from the NYS Office of Homeland Security (NYS OHS) in the amount of \$40,000 for "Operation Shield" under State Homeland Security Program (SHSP FY2011) to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force, Suffolk County Police Department and various other Federal, State and Local Agencies, and to execute grant related Agreements with 100% support. (Co. Exec.) PUBLIC SAFETY
1223. Authorizing use of Blydenburgh County Park and showmobile by the Cystic Fibrosis Foundation for its Great Strides Walkathon. (Co. Exec.) PARKS & RECREATION
1224. Accepting and appropriating a grant in the amount of \$280,000 from the New York State Division of Homeland Security and Emergency Services for the State Law Enforcement Terrorism Prevention Program (SLETPP) FFY2013 with 100% support. (Co. Exec.) PUBLIC SAFETY
1225. Accepting and appropriating a grant in the amount of \$21,235 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee, for the Suffolk County Police Department's Motorcycle Safety Education and Enforcement Program with 78% support. (Co. Exec.) PUBLIC SAFETY
1226. Accepting and appropriating a grant in the amount of \$218,925 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2013 Bomb Squad Initiative Program with 96.41% support. (Co. Exec.) PUBLIC SAFETY
1227. Accepting and appropriating a grant in the amount of \$132,020 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee to enforce motor vehicle passenger restraint and aggressive driving regulations with 77.45% support. (Co. Exec.) PUBLIC SAFETY
1228. Donating surplus Meals Ready-To-Eat and bottled water to municipalities and recognized not-for-profit entities providing relief to Suffolk County residents in need. (Co. Exec.) PUBLIC SAFETY
1229. Amending the Suffolk County Classification and Salary Plan in connection with a new position title in the County Clerk's Office (Senior Official Examiner of Title). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, HOUSING & CONSUMER PROTECTION
1230. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer by: County Legislature No. 403. (Co. Exec.) BUDGET AND FINANCE
1231. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer by: County Legislature No. 402. (Co. Exec.) BUDGET AND FINANCE
1232. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law (Incorporated Village of Islandia, Town of Islip) (SCTM No. 0504-014.00-02.00-002.000 formerly known as 0500-059.00-02.00-020.004). (Co. Exec.) WAYS & MEANS

1233. Amending the Suffolk County Classification and Salary Plan in connection with a New Position Title in the County Legislature (Web and Social Media Administrator). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, HOUSING & CONSUMER PROTECTION
1234. Appropriating funds in connection with safety improvements at the Police Firearms Shooting Range in Westhampton (CP 3111). (Co. Exec.) PUBLIC SAFETY
1235. Appropriating funds in connection with the purchase of Marine Bureau Diesel Engines (CP 3198). (Co. Exec.) PUBLIC SAFETY
1236. Adopting Local Law No. -2014, A Local Law to require the use of biodegradable products by chain restaurants. (Hahn) HEALTH

**PROCEDURAL MOTION**

- PM05. Apportioning Mortgage Tax by: County Treasurer. (Pres. Off.)

1172

Intro. Res. No. -2014  
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 3/4/2014

**RESOLUTION NO. -2014, AUTHORIZING CERTAIN  
TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO.  
1218-2013**

**WHEREAS**, the County Legislature has adopted and the County Executive has signed Resolution No. 1218-2013; 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

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

**Resolution No. 1218-2013**

In the **1<sup>st</sup>** **RESOLVED** paragraph, delete the 19<sup>th</sup> line:

3720 LABOR TECHNICIAN (PY1T) \$7.90 \$8.00

DATED:

APPROVED BY:

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

Date:

1173

Intro. Res. No. -2014  
Introduced by Legislator Kennedy

Laid on Table 3/4/14

**RESOLUTION NO. -2014, AUTHORIZING USE OF  
BLYDENBURGH COUNTY PARK BY NEW YORK BLOOD  
CENTER**

**WHEREAS**, the New York Blood Center, also known as Long Island Blood Services, is one of the largest blood collection and distribution organizations in the country; and

**WHEREAS**, the New York Blood Center would like to host a fundraising hike at Blydenburgh County Park in Hauppauge to raise awareness about the need for blood donations; and

**WHEREAS**, the fundraising hike to support the New York Blood Center will be held on Saturday, May 10, 2014; and

**WHEREAS**, the County of Suffolk shall receive consideration in the total amount of One Hundred and Fifty and 00/100 Dollars (\$150.00), payment of which shall be guaranteed by New York Blood Center.; and

**WHEREAS**, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured will be provided by New York Blood Center, Inc.; and

**WHEREAS**, the use of County property for a fundraising hike to support the New York Blood Center in their effort to raise awareness about the need for blood donations to the residents of Suffolk County; now, therefore be it

**1st RESOLVED**, that the use of County-owned property, Blydenburgh County Park, in Hauppauge by New York Blood Center, in consideration of the payment of One Hundred and Fifty and 00/100 Dollars (\$150.00), for the purpose of hosting a hike on Saturday, May 10, 2014, between the hours of 12:00 p.m. and 3:00 p.m. is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from the Department, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division; and be it further

**2nd RESOLVED**, that before this event shall be permitted to occur, New York Blood Center must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 643-7 of the SUFFOLK COUNTY CODE; and be it further

**3rd RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of a fundraising hike to support New York Blood Center at Blydenburgh County Park in Hauppauge; and be it further

**4th**           **RESOLVED**, that New York Blood Center shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

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

DATED:

APPROVED BY:

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

Date:

s:\res\r-use-blydenburgh-NY-blood-center-hike-for-life

1174

Intro. Res. No. -2014  
Introduced by Legislator Browning

Laid on Table 3/4/14

**RESOLUTION NO. -2014, AUTHORIZING USE OF SMITH  
POINT COUNTY PARK FOR MERCY CENTER MINISTRIES 5K  
RACE**

**WHEREAS**, Mercy Center provides vulnerable young people with a safe harbor and offers support and stability to them and their families; and

**WHEREAS**, Mercy Center houses young women who have experienced an unplanned pregnancy; and

**WHEREAS**, Mercy Center Ministries, Inc. is hosting a 5K Race at Smith Point County Park for the purpose of raising funds so they can assist homeless teens in Suffolk County; and

**WHEREAS**, the 5K race will be held on Saturday, October 11, 2014 at Smith Point County Park; and

**WHEREAS**, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by Mercy Center Ministries, Inc.; and

**WHEREAS**, the County of Suffolk shall receive consideration in the total amount of Two Hundred Fifty Dollars and 00/100 (\$250.00), payment of which shall be guaranteed by the Mercy Center Ministries, Inc.; now, therefore be it

**1st RESOLVED**, that the use of County-owned property, i.e., the Smith Point County Park, in consideration of the payment of Two Hundred Fifty Dollars and 00/100 (\$250.00), for the purpose of a 5K race on Saturday, October 11, 2014, between the hours of 7:30 a.m. and 11:00 a.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from the Mercy Center Ministries, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

**2nd RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to the Mercy Center Ministries, Inc. The Department of Parks, Recreation and Conservation and the County Department of Public Works are further authorized, empowered and directed to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the 5K Race for the Mercy Center Ministries, Inc.; and be it further

**3rd RESOLVED**, that the Mercy Center Ministries, Inc., will also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

**4th**           **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

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

Date:

s:\res\r-smith-point-mercy-center-ministries-5k-race

1175

Intro. Res. No. -2014  
Introduced by Presiding Officer Gregory

Laid on Table

3/4/14

**RESOLUTION NO. -2014, AUTHORIZING THE COUNTY  
TREASURER TO EXECUTE AN AMENDMENT TO THE  
COOPERATIVE LIQUID ASSET SECURITIES SYSTEM  
MUNICIPAL COOPERATION AGREEMENT**

**WHEREAS**, the County of Suffolk is currently a participant of the NYCLASS program; and

**WHEREAS**, the County Treasurer recommends that the Suffolk County Legislature approve an Amendment to the Cooperative Liquid Assets Securities System Municipal Cooperation Agreement, in which certain terms are modified to reflect the change in the Lead Participant and Investment Advisor for the program; and

**WHEREAS**, NEW YORK GENERAL MUNICIPAL LAW, § 119-0 empowers municipal corporations to enter into agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis; and

**WHEREAS**, the County of Suffolk wishes to invest certain of its available investments funds in cooperation with other corporations and/or districts pursuant to a municipal cooperation agreement; and

**WHEREAS**, the County of Suffolk wishes to assure the safety and liquidity of its funds; now, therefore be it

**1<sup>st</sup> RESOLVED**, the County Treasurer is hereby authorized to execute the amendment to the Cooperative Liquid Assets Securities System Municipal Cooperation Agreement; and be it further

**2<sup>nd</sup> 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:

1176

3/4/14

Intro. Res. No. -2014  
Introduced by Presiding Officer Gregory

Laid on Table

**RESOLUTION NO. -2014, APPROVING PAYMENT TO  
GENERAL CODE PUBLISHERS FOR ADMINISTRATIVE CODE  
PAGES**

**WHEREAS**, General Code Publishers Corp. has provided Supplement No. 8 update the Suffolk County Administrative Code totaling \$1314.43; 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

**1<sup>st</sup> RESOLVED**, that the payment of \$1314.43 for the provisions of such pages is hereby approved.

DATED:

APPROVED BY:

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

Date:

1177

Intro. Res. No. -2014

Laid on Table 3/4/2014

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF SEWER FACILITY MAINTENANCE EQUIPMENT (CP 8164)**

**WHEREAS**, the sewerage facility infrastructure is increasing and regulations mandate increasing sewer attention necessitating an increase in the Sanitation Fleet; and

**WHEREAS**, the Commissioner of Public Works has requested funds for the purchase of equipment for sewer facility maintenance; and

**WHEREAS**, there are sufficient funds included within the 2014 Adopted Capital Budget to cover the cost of said sewer facility maintenance equipment; and

**WHEREAS**, there are sufficient funds included within the 2014 Adopted Operating Budget (261-IFT-E527) to cover the transfer of funds to the Capital Fund for said sewer facility maintenance equipment; and

**WHEREAS**, the Commissioner of Public Works requests that these funds be transferred and appropriated for the purchase of sewer facility maintenance equipment; 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 2014 Capital Budget, as the basis for funding capital projects such as this project; and

**WHEREAS**, Resolution 321-2003 requires that no vehicle shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature"; and

**WHEREAS**, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act have been performed; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-one (61), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that an increase in the Sanitation Fleet is hereby authorized for sewer maintenance and inspection activities; and be it further

4<sup>th</sup> **RESOLVED**, that the purchase of vehicles/equipment as detailed on the attached is hereby approved, pursuant to Section 186-2(B)(6) of the SUFFOLK COUNTY CODE, and in accordance with County vehicle standard; and be it further

5<sup>th</sup> **RESOLVED**, that excess funds of prior years may be utilized toward the purchase of the vehicles/equipment; and be it further

6<sup>th</sup> **RESOLVED**, that the County Comptroller and County Treasurer be and they are hereby authorized, empowered and directed to accept Interfund revenues for the purchase of sewer facility maintenance equipment as follows:

<u>Fund/Agency/Source</u>	<u>Description</u>	<u>Activity</u>	<u>Amount</u>
527-IFT-R261	Transfer from Sewer Maintenance	D	\$1,000,000

and be it further

7<sup>th</sup> **RESOLVED**, that the proceeds of \$1,000,000 in Interfund revenues be and they are hereby appropriated as follows:

**APPROPRIATION**

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
527-CAP-8164.533	50	Sewer Facility Maintenance Equipment Various Sewer Districts	\$1,000,000

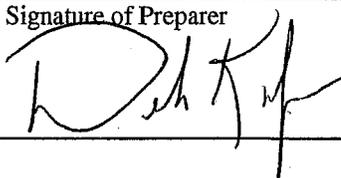
DATED:

APPROVED BY:

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

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation  <b>RESOLUTION NO.     -2014, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF SEWER FACILITY MAINTENANCE EQUIPMENT (CP 8164)</b>		
3. Purpose of Proposed Legislation  SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?            Yes <u>  X  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact  THIS RESOLUTION TRANSFERS \$1,000,000 IN FUNDS ALREADY INCLUDED IN THE 2014 ADOPTED OPERATING BUDGET IN THE SEWER MAINTENANCE AND OPERATION FUND AND APPROPRIATES THESE FUNDS INTO CAPITAL PROJECT 8164.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.  N/A		
8. Proposed Source of Funding  TRANSFER OF SEWER MAINTENANCE FUND APPROPRIATIONS TO THE CAPITAL FUND 527.		
9. Timing of Impact  2014		
10. Typed Name & Title of Preparer  Debra Kolyer Principal Financial Analyst	11. Signature of Preparer 	12. Date  January 31, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

1177

**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, 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.

1177

(CP 8164)  
Department of Public Works  
Purchase of Sanitation Maintenance Equipment

2014

<u>BERGEN POINT</u>		<u>SEWER DISTRICTS</u>	
1- F750 Mason body truck with plow and sander	\$150,000	1- Vacuum jetting combination truck	\$380,000
1- Flatbed crane truck	\$144,000	4 - 4x4 Pickup trucks	\$120,000
1- Compact track loader	\$69,000		
1 - F550 utility truck with generator and crane	\$137,000		
<b>TOTAL</b>	<b>\$500,000</b>		<b>\$500,000</b>

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL** - Appropriating Funds in the 2014 Capital Budget and Program for the Purchase of Sewer Facility Maintenance Equipment (CP 8164)

**PURPOSE OR GENERAL IDEA OF BILL** – To provide funding as per the Adopted Budget in order to purchase sewer system maintenance and inspection vehicles and equipment.

**SUMMARY OF SPECIFIC PROVISIONS** – The equipment and vehicle requirements for Sewer District No. 3 and the other districts are included in the attached listing and are of equal value being \$500,000 each for the requested equipment.

**JUSTIFICATION** – Due to increasing sewer systems and mandated regulations, it is necessary for the proactive operation and maintenance and inspection of the sewer systems to take place and, therefore, justifies the increase in fleet with the recommended items on the list.

**FISCAL IMPLICATIONS** - \$1,000,000 is in the Adopted Capital Program with the project having a positive impact on the operating budget by providing the equipment needed to operate and maintain, inspect and respond to sewerage facility needs. Repair costs increase as equipment ages. New equipment is more reliable and covered under warranty periods.

COUNTY OF SUFFOLK



1177

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: **Appropriating Funds in the 2014 Capital Budget and Program for the Purchase of Sewer Facility Maintenance Equipment (CP 8164)**

DATE: January 21, 2014

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW-CP 8164 – Sewer Maintenance Equipment 1-21-14 and backup filed as Backup DPW-CP 8164 – Sewer Maintenance Equipment 1-21-14. The resolution transfers from the 2014 Operating Budget \$1,000,000 for sewer maintenance equipment per the attached list, and authorizes an increase in the number of vehicles in the Sanitation fleet. This Capital Project is for the purpose of ensuring that the proper sewerage facility maintenance equipment for various districts is available. The majority of this equipment is associated with the sewer system response, rehabilitation, inspection, and repair. Attention and focus has been increasing annually as the 1,250 miles of sewers require attention and regulations concerning maintenance are implemented.

We request this resolution be laid on the table at your convenience.

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
- Paul Michael James, Fleet Service Manager

CE RESO REVIEW

ga-bw1-21-14 Backup DPW Purchase CP 8164 memo to JSchneider

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

1178

Intro. Res. No. - 2014

Laid on Table

3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014 AUTHORIZING THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) FOR THE LUCE PROPERTY - MKZ FARM (TOWN OF RIVERHEAD - SCTM#0600-008.00-02.00-013.004 p/o)**

**WHEREAS**, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk; and

**WHEREAS**, adequate funding is provided for, pursuant to Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, from 31.10 percent of the sales and compensating tax proceeds, for the acquisition of such land; and

**WHEREAS**, Resolution No. 878-2012, authorized planning steps for the acquisition of farmland development rights of the subject property; and

**WHEREAS**, pursuant thereto, said acquisition is to be made in accordance with the procedures set forth in Chapter 8 of the Suffolk County Code which provides that the same shall be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation of the Suffolk County Farmland Committee; and

**WHEREAS**, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Property Estate and/or her designee to negotiate the acquisition of farmland development rights; and

**WHEREAS**, based upon the Environmental Trust Review Board approved value, an offer to acquire the rights to subject property was made to and accepted by the owner of said property; and

**WHEREAS**, contracts to acquire said rights were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Estate and/or her designee and approved as to legality by the office of the County Attorney; now, therefore, be it:

**1st RESOLVED**, that the County of Suffolk hereby approves the acquisition of the farmland development rights of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, for a total purchase price of Six Hundred Seventy Two Thousand One Hundred Dollars (\$672,100.00+), at Forty Seven Thousand Dollars (\$47,000.00) per acre for 14.3± acres, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not

be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments for inclusion in the Suffolk County Purchase of Development Rights Program:

<u>PARCEL:</u>	<u>SUFFOLK COUNTY TAX MAP NUMBER:</u>	<u>ACRES:</u>	<u>REPUTED OWNER AND ADDRESS:</u>
No. 1	District 0600	14.3±	John T Luce & Janet Luce, his wife
	Section 008.00		5528 Sound Avenue
	Block 02.00		Riverhead, NY 11901
	Lot 013.004 p/o		

; and, be it further

**2<sup>nd</sup> RESOLVED**, that the Director of Real Estate and/or her designee, is hereby authorized, empowered, and directed, pursuant to Section C42-2(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Six Hundred Seventy Two Thousand One Hundred Dollars (\$672,100.00±), at Forty Seven Thousand Dollars (\$47,000.00) per acre for 14.3± acres, subject to a final survey; and, be it further

**3<sup>rd</sup> RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay \$672,100.00±, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8714.211 for the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

**4<sup>th</sup> RESOLVED**, that the Director of Real Estate and/or her designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

**5<sup>th</sup> RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to 6 NYCRR Sections 617.5 c (20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of farmland development rights as part of the Suffolk County Purchase of Development Rights Program which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued.

DATED:

APPROVED BY:

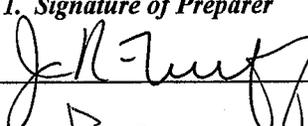
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County Executive of Suffolk County

Date of Approval:

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

1178

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/>	Local Law	Charter Law
2. Title of Proposed Legislation Authorizing the acquisition of farmland development rights under the New Suffolk County ¼% Drinking Water Protection Program-Farmland of Luce property (MKZ Farm), SCTM#0600-008.00-02.00-013.004 p/o, (Town of Riverhead).		
3. Purpose of Proposed Legislation  See No. 2 above		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <u>X</u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:  N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.  N/A		
8. Proposed Source of Funding  New Suffolk County ¼% Drinking Water Protection Program-PayGo		
9. Timing of Impact		
10. Typed Name & Title of Preparer Jill Rose-Nikoloff Director of Real Estate	11. Signature of Preparer 	12. Date January 23 2014

SCIN FORM 175b (10/95)

NEIL TOOMB

NEIL TOOMB 2/19/14

FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

1178

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, 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.

1178

**2014 INTRAGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:**

AUTHORIZING THE ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – FARMLAND COMPONENT – FOR THE LUCE PROPERTY – MKZ FARM (TOWN OF RIVERHEAD – SCTM#0600-008.00-02.00-013.004 p/o)

**PURPOSE OR GENERAL IDEA OF BILL:**

FARMLAND PRESERVATION

**SUMMARY OR SPECIFIC PROVISIONS:**

ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS UNDER THE NEW SUFFOLK COUNTY ¼% DRINKING WATER PROTECTION PROGRAM - FARMLAND

**JUSTIFICATION:**

FUNDING AVAILABLE IN 525-CAP-8714.211

**FISCAL IMPLICATIONS:**

N/A

COUNTY OF SUFFOLK



1178

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

January 23, 2014

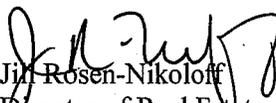
Mr. Jon Schneider, Deputy County Executive  
for Intragovernmental Relations  
H. Lee Dennison Building -12<sup>th</sup> Floor  
100 Veterans Memorial Highway  
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of farmland development rights for the Luce property (MKZ Farm), in the Town of Riverhead, under the New Suffolk County ¼% Drinking Water Protection Program-Farmland. The purchase price is \$672,100.00± for 14.3± acres, at \$47,000.00 per acre.

Please contact me if you require any additional information.

Sincerely,

  
Jim Rosen-Nikoloff  
Director of Real Estate

JRN:pd  
Att.

cc: Dennis Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Joanne Minieri, Deputy County Executive & Commissioner, Dept. of Economic Development & Planning  
Sarah Lansdale, Director, Division of Planning & Environment (e-mail copy only)  
Robert Braun, Deputy Bureau Chief, Law Dept., Real Estate-Condensation (e-mail copy only)  
Janet M. Longo, Acquisition Supervisor, Real Property Acquisition & Mgmt. (e-mail copy only)  
Lauretta Fischer, Principal Environmental Analyst, Division of Planning (e-mail copy only)  
Tom Vaughn, Director, Intragovernmental Relations  
Phyllis J. Benincasa, Acquisition Agent  
CE Reso Review (e-mail copy only)

3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. - 2014, AMENDING THE 2014  
ADOPTED OPERATING BUDGET TO ALLOCATE 100%  
ADDITIONAL STATE AID FROM THE NEW YORK STATE  
OFFICE OF MENTAL HEALTH FOR MENTAL HEALTH  
SERVICE PROVIDERS**

**WHEREAS**, The New York State Office of Mental Health (NYS OMH) has issued the first quarter State Aid letter for 2014; and

**WHEREAS**, the NYS OMH has implemented a restoration of 100% State Aid effective 1/1/2014 of Community Support Programs (CSP) Medicaid; and

**WHEREAS**, this CSP Medicaid has funded various community mental health programs for adults and children provided by Federation Employment and Guidance Services (FEGS), Family Service League and Pederson Krag Center; and

**WHEREAS**, this 100% additional State Aid is needed for the continuation of these community mental health programs; and

**WHEREAS**, this 100% additional State Aid is not currently included in the 2014 Adopted Operating Budget; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate \$1,328,910 in additional State Aid as follows:

REVENUES:

001-3493 Community Support Services \$ 1,328,910

ORGANIZATIONS

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

XORG	OBJECT NAME	2014	Increase/Modified Decrease	2014
		Adopted Budget		Budget
CAB1	FEGS Advocacy	\$31,220	+\$248,074	\$279,294
GKX1	FEGS DSS Project	\$42,445	+\$154,694	\$197,139
GPD1	FEGS Mobile Crisis	\$41,353	+\$65,300	\$106,653
GZB1	FEGS Family Support	\$136,871	+\$77,624	\$214,495
AGZ1	Family Service League CAPT	\$33,721	+\$141,832	\$175,553
AHH1	Family Service League Parent to Parent	\$90,408	+\$118,622	\$209,030
CAD1	Family Service League Therapeutic Rec	\$97,615	+\$67,182	\$164,797

GGF1	Pederson Krag MICA TFIP	\$453,195	+\$126,366	\$579,561
GGH1	Pederson Krag C & Y Training	\$11,352	+\$8,515	\$19,867
GKU1	Pederson Krag Mobile Crisis	\$14,701	+\$88,641	\$103,342
GPM1	Pederson Krag SPOA	\$148,399	+\$55,356	\$203,755
GUU1	Pederson Krag C & Y Emergency LINK	\$264,184	+\$35,760	\$299,944
GGG1	Pederson Krag Family Support & Respite	\$261,473	+\$140,944	\$402,417

and be it further

**2<sup>nd</sup> RESOLVED**, that the contracts for these agencies named above be amended to reflect these additional funds; and be it further

**3<sup>rd</sup> RESOLVED**, that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; and be it further

**4<sup>th</sup> RESOLVED**, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

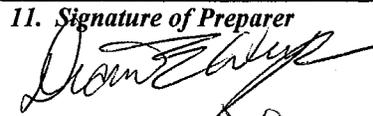
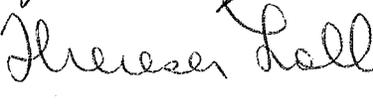
\_\_\_\_\_  
County Executive of Suffolk County

Date of Approval:

HSV #5-2014

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

1179

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/>	Local Law <input type="checkbox"/>	Charter Law <input type="checkbox"/>
2. Title of Proposed Legislation Amending the 2014 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health for mental health services providers.		
3. Purpose or Proposed Legislation This legislation is needed to accept and appropriate \$1,328,910 in 100% additional State Aid from the New York State Office of Mental Health to Federation Employment and Guidance Services (FEGS), Family Service League and Pederson Krag Center for the continuation of community mental health programs.		
4. Will the Proposed Legislation Have a Fiscal Impact?    YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Not applicable.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. None		
8. Proposed Source of Funding  100% State Aid from the New York State Office of Mental Health		
9. Timing of Impact  Immediate upon approval of the resolution and execution of contracts with provider agencies.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Diane E. Weyer Principal Financial Analyst		1/31/13.
Theresa Lollo Budget Office		2/19/14

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

1179

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

1179

COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

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

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

**Date:** **January 28, 2014**

**Subject:** **REQUEST FOR LEGISLATIVE RESOLUTION**

The New York State Office of Mental Health's first quarter 2014 State Aid letter includes funding for FECS, Family Service League and Pederson Krag Center to continue the operation of mental health programs for adults and children in Suffolk County. This funding was previously provided through CSP Medicaid payments to these agencies. The NYS Office of Mental Health has converted the funding to state aid payments effective 1/1/2014. These funds are not currently included in the County's 2014 operating budget.

The Division is requesting a Legislative Resolution to add \$1,328,910 in additional 100% State Aid to the above mentioned providers. I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the Office of Mental Health's 2014 first quarter state aid letter which details the specifics of this funding.

AF:HM

Enclosures

Cc: L.Wright, D.Weyer, S.Reagan, D. Holtsford, B. Russo



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



Aid to Localities Financial System

**Attachment A**

**Funding Source Allocation Table**

**County Code: 52 County Name: Suffolk**

**Year: 2014**

Authorized On: 1/9/2014 3:54:27 PM  
Printed On: 1/14/2014

Page 1 of 5

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value from Prior	Annualized Value from Prior	Fiscal Year Revised Annualized Value	Beds
Local Assistance	001A	MHPFA	\$146,580	\$0	\$146,580	\$0	\$0	\$0	\$0	\$0
Community Support Services	014	MHPFA	\$4,240,436	\$0	\$4,240,436	\$0	\$0	\$0	\$0	\$0
Adult Case Management & ACT	034J	MHPFA	\$1,367,208	\$0	\$1,367,208	\$0	\$0	\$0	\$0	\$0
C&F Case Management	034K	MHPFA	\$453,376	\$0	\$453,376	\$0	\$0	\$0	\$0	\$0
CPEP	036	MHPFA	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROS State Aid	037P	MHPFA	\$1,341,248	\$0	\$1,341,248	\$0	\$0	\$0	\$0	\$0

**Remarks**

Effective 1/1/2014, PROS Residual State Aid and PROS Vocational Initiative funding re-calculated based upon monthly census data reported in CAIRS. Allocation based upon annual funding amounts of: Clubhouse of Suffolk, Inc. & Ronkonkoma (\$207,444); Clubhouse of Suffolk, Inc. - Synergy Center (\$94,780); Family Service League, Inc. - Journey House (\$47,392); Family Service League, Inc. - Stepping Stones (\$60,804); Federation Employment and Guidance Servi & Copiague (\$156,480); Federation of Organizations - Recovery Concepts at Babylon (\$69,744); Federation of Organizations - Recovery Concepts at Patchogue (\$112,664); Hands Across Long Island - HALI U (\$103,724); Maryhaven Center of Hope, Inc. - Maryhaven PROS East (Riverhead) (\$94,780); Maryhaven Center of Hope, Inc. - Maryhaven PROS West (Yaphank) (\$29,508); Pederson-Krag Center, Inc. - PK PROS East (\$168,996); Pederson-Krag Center, Inc. - PK PROS North (\$78,688); Phoenix Houses of Long Island, Inc. - Foundation for Integrated Recovery Services (\$65,276); Skills Unlimited, Inc. - Success PROS (\$50,968).

1179

Legislative Add: Veteran P2P Pilot Pro038F MHPFA \$0 \$0 \$0 \$0 \$0 \$0

**Remarks**

\$0 allocation added in CY 2014 to solely facilitate closeout of the Veteran Peer To Peer funds, which were allocated with a 7/1/13 liability date in CY 2013. In accordance with the letter previously released by the OMH, counties have until June 30, 2015 to expend these funds.

Adult Family Support 039G MHPFA \$24,260 \$0 \$0 \$0 \$0 \$0  
 Psych Rehab 039L MHPFA \$57,564 \$0 \$0 \$0 \$0 \$0  
 Clinical Infrastructure-Adult 039P MHPFA \$742,464 \$0 \$0 \$0 \$0 \$0



Aid to Localities Financial System

**Attachment A**  
**Funding Source Allocation Table**  
**County Code: 52 County Name: Suffolk**

**Year: 2014**

Authorized On: 1/9/2014 3:54:27 PM  
 Printed On: 1/14/2014  
 Page 2 of 5

<u>Funding Source</u>	<u>Code</u>	<u>Type</u>	<u>Prior Letter Allocation</u>	<u>Allocation Changes Since Prior Letter</u>	<u>Revised Current Fiscal Year Allocation</u>	<u>Annualized Value from Prior Letter</u>	<u>Annualized Value Changes from Prior</u>	<u>Fiscal Year Revised</u>	<u>Beds</u>
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**Remarks**

Increase of \$413,412 (FAV=\$413,412) as restoration to State Aid, effective 01/01/2014, of CSP Medicaid that has funded the following provider/program code/amount: Suffolk County Health Svcs./PC 1400/\$413,412.

Innovative Psychiatric Rehabilitation	039Q	MHPFA	\$214,716	\$0	\$214,716	\$0	\$0		\$0
CMHS Block Grant Adult	041	F	\$926,874	\$0	\$926,874	\$0	\$0		\$0

**Remarks**

The allocation includes funding for an Adult Clinical Infrastructure program (\$514,462), a Mentally Ill Chemical Abuser program (\$66,610); and an Advocacy/Support Services program (\$345,802). These funds are complemented with Mental Hygiene Program Funds for Adult Clinical Infrastructure (FC 039P), and Community Support Programs (FC 014). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers.

CMHS Block Grant C&F	044	F	\$1,036,516	\$0	\$1,036,516	\$0	\$0		\$0
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**Remarks**

The allocation includes funding for a C&F Clinical Infrastructure program (\$116,375), C&F Community Support Programs (\$319,291 for Family Support Services, Respite Services and a School Program Co-located with Clinic Treatment Program at the Huntington Intermediate, J. Taylor Finley Middle, and Woodhull Intermediate Schools in Huntington, NY, and the Riverhead Middle and Riverhead Alternative Schools in Riverhead, NY), C&F Emergency Services (\$225,000 for Homebased Crisis Intervention), and C&F MICA prevention programs (\$375,851). These funds are complemented with General Funds for the C&F Clinical Infrastructure program (FC 046A), C&F Community Support Programs (FC 046L), and C&F Emergency Services (FC 046G). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers.

Clinical Infrastructure-C&F	046A	MHPFA	\$138,083	\$1	\$138,084	\$0	\$0		\$0
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1179



Aid to Localities Financial System

Attachment A

Funding Source Allocation Table  
County Code: 52 County Name: Suffolk

Year: 2014

Authorized On: 1/9/2014 3:54:27 PM  
Printed On: 1/14/2014  
Page 3 of 5

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior	Fiscal Year Revised Annualized Value	Beds
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Remarks

The allocation funds a C&F Clinical Infrastructure program and is complemented with Federal CMHS Block Grant-C&F funds (FC 044).

Increase of \$55,356 (FAV=\$55,356) as restoration to State Aid, effective 01/01/2014, of CSP Medicaid that has funded the following provider/program code/amount: Pederson-Krag Center, Inc./PC 1400/\$55,356.

Emergency Services C&F	046G	MHPFA	\$57,064	\$17,880	\$74,944	\$0	\$0	\$0	
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Remarks

The previous remark is revised to reflect the following: Increase of \$35,760 (FAV \$35,760) as restoration to state aid effective 01/01/14, of CSP Medicaid that has funded the following provider/program code: Pederson- Krag Center Inc./PC 3040/\$35,760.

Increase of \$8,940 (FAV \$8,940) as restoration to State Aid, effective 01/01/14, of CSP Medicaid that has funded the following provider/program code: Pederson Krag/PC 3040/\$8,940

Community Support Programs-C&F	046L	MHPFA	\$1,535,948	\$0	\$1,535,948	\$0	\$0	\$0	
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Remarks

Increase of \$546,204 (annualized) as restoration to State Aid, effective 01/01/14, of CSP Medicaid that has funded the following provider/program code: Family Service League/PC 1760/\$141,832, Family Service League/PC 1650/ \$185,804, Federation Employment and Guidance Services/PC 1650/\$77,624; Pederson Krag/PC 1650/140,944.

PATH	048A	F	\$256,638	\$0	\$256,638	\$0	\$0	\$0	
2000 bed Capital Plan	072F	MHPFA	\$533,035	\$0	\$533,035	\$0	\$0	\$0	

1179



Aid to Localities Financial System

**Attachment A**

**Funding Source Allocation Table**  
**County Name: Suffolk**

**Year: 2014**

**County Code: 52**

Authorized On: 1/19/2014 3:54:27 PM  
 Printed On: 1/14/2014

Page 4 of 5

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value from Prior	Fiscal Year Revised	Bed
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**Remarks**

Additional off site services funds of \$179,650 for third CR-SRO operated by CONCERN effective 7/09.

Supported Housing	078	MHPFA	\$174,932	\$0	\$174,932	\$0	\$0	\$0	\$0
Trans. Mgmt. Kendra's	170B	MHPFA	\$203,464	\$0	\$203,464	\$0	\$0	\$0	\$0
MGP Admin Kendra's	170C	MHPFA	\$52,020	\$0	\$52,020	\$0	\$0	\$0	\$0
Com. Reinvestment	200	MHPFA	\$3,832,796	\$0	\$3,832,796	\$0	\$0	\$0	\$0

**Remarks**

CSP Total Restoration of \$1415998 (AV=\$1415998) which was funding the following programs: \$168890 (AV=\$168890) for CSP restoration for Program Advocacy/Support Services (1760) in Federation Employment and Guidance Servi (40480), originally funded from FC 014; \$12492 (AV=\$12492) for CSP restoration for Program Advocacy/Support Services (1760) in Federation Employment and Guidance Servi (40480), originally funded from FC 078; \$221386 (AV=\$221386) for CSP restoration for Program Advocacy/Support Services (1760) in Federation Employment and Guidance Servi (40480), originally funded from FC 200; \$65300 (AV=\$65300) for CSP restoration for Program Crisis Intervention (2680) in Federation Employment and Guidance Servi (40480), originally funded from FC 400; \$69263 (AV=\$69263) for CSP restoration for Program Advocacy/Support Services (1760) in Pederson-Krag Center, Inc. (50430), originally funded from FC 039C; \$65618 (AV=\$65618) for CSP restoration for Program Advocacy/Support Services (1760) in Pederson-Krag Center, Inc. (50430), originally funded from FC 200; \$88641 (AV=\$88641) for CSP restoration for Program Advocacy/Support Services (1760) in Suffolk Co Health Svcs (70370), originally funded from FC 200; \$99791 (AV=\$99791) for CSP restoration for Program Advocacy/Support Services (1760) in Suffolk Co Health Svcs (70370), originally funded from FC 200; \$52991 (AV=\$52991) for CSP restoration for Program Crisis Intervention (2680) in Suffolk Co Health Svcs (70370), originally funded from FC 200; \$267403 (AV=\$267403) for CSP restoration for Program Crisis Intervention (2680) in Suffolk Co Health Svcs (70370), originally funded from FC 400; This restoration is effective 1/1/2014.

Homeless/MICA	300	MHPFA	\$768,947	\$0	\$768,947	\$0	\$0	\$0	\$0
Commissioner's Perf. Health Home	400	MHPFA	\$471,092	\$0	\$471,092	\$0	\$0	\$0	\$0
	570	MHPFA	\$3,323,320	\$0	\$3,323,320	\$0	\$0	\$0	\$0
<b>Grand Total</b>			<b>\$21,898,581</b>	<b>\$17,881</b>	<b>\$21,916,462</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

1179

1179

**2014 Intergovernmental Relations  
Memorandum of Support**

TITLE OF BILL: Amending the 2014 adopted operating budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health for mental health services providers.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate \$1,328,910 in 100% additional State Aid from the New York State Office of Mental Health (NYS OMH) to Federation Employment and Guidance Services (FEGS), Family Service League and Pederson Krag Center for the continuation of community mental health programs.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The NYS OMH has implemented a restoration of 100% State Aid effective 1/1/2014 of Community Support Programs (CSP) Medicaid. This CSP Medicaid has funded various community mental health programs for adults and children provided by Federation Employment and Guidance Services (FEGS), Family Service League and Pederson Krag Center. This 100% additional State Aid is needed for the continuation of these community mental health programs.

FISCAL IMPLICATIONS: 100% State Aid from New York State Office of Mental Health.

# COUNTY OF SUFFOLK



1179

**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

February 3, 2014

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2014 adopted operating budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health for mental health services providers. The New York State Office of Mental Health has implemented a restoration of State Aid of Community Support Program (CSP) Medicaid. This additional State Aid will be allocated to three agencies: Federation Employment and Guidance Services (FEGS), Family Service League, and Pederson Krag Center.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 853-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH provider agcys.docx."

Sincerely,

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

Enclosures

- C: Dennis M. Cohen, Chief Deputy County Executive  
Thomas Vaughn, Director of Intragovernmental Relations  
Lisa Santeramo, Assistant Deputy County Executive  
Margaret B. Bermel, MBA, Director of Health Administrative Services  
Barry S. Paul, Deputy Commissioner  
Art Flescher, LCSW, Director, Division of Community Mental Hygiene Services  
Barbara Russo, Principal Financial Analyst  
Diane E. Weyer, Principal Financial Analyst



OFFICE OF THE COMMISSIONER  
3500 Sunrise Highway, Suite 124, P. O. Box 9006, NY 11739-9006  
Phone (631) 854-0000 Fax (631) 854-0108

RESOLUTION NO.

CONTROL#949-2014

Intro. Res. # 1180-14

Laid on Table 3/4/14

INTRODUCED BY PRESIDING OFFICER  
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. \_\_\_\_\_ 2014  
TO READJUST, COMPROMISE, AND GRANT  
REFUNDS AND CHARGE-BACKS ON REAL  
PROPERTY CORRECTION OF ERRORS BY:  
COUNTY LEGISLATURE (CONTROL #949-2014)

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

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

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

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

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

RESOLUTION NO.

CONTROL#949-2014

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

RESOLUTION NO.

CONTROL#949-2014

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

Key	Town	Year	S.C. Tax Map No	Original Tax	Corrected Tax	Chargeback Refund if Tax Paid
A	BABYLON	13/14	0100 18200 0200 104000	7127.92	2379.13	4748.79
A	SMITHTOWN	13/14	0800 18200 0100 010013	169754.08	162963.94	6790.14
A	BROOKHAVEN	13/14	0206 01100 0300 030010	17678.83	14081.53	3597.30
A	BROOKHAVEN	13/14	0206 01100 0300 030012	25289.13	12690.31	12598.82
A	BROOKHAVEN	13/14	0200 05000 0400 045000	7471.96	2576.29	4895.67
A	BROOKHAVEN	13/14	0200 65900 0700 026000	7161.75	2416.34	4745.41
A	BROOKHAVEN	13/14	0200 65900 0600 005000	6838.93	2234.89	4604.04
A	BROOKHAVEN	13/14	0200 05300 0400 021000	11003.58	5268.34	5735.24
A	BROOKHAVEN	13/14	0200 24100 1000 013000	5199.69	2229.13	2970.56
A	BROOKHAVEN	13/14	0200 39800 0200 028000	6676.83	2237.40	4439.43
A	BROOKHAVEN	13/14	0200 16000 0300 001005	9236.28	4970.78	4265.50
A	BROOKHAVEN	13/14	0200 03200 0600 013018	10882.59	4202.41	6680.18
A	BROOKHAVEN	13/14	0200 67300 0600 003000	10784.48	8060.30	2724.18
A	BROOKHAVEN	13/14	0200 62500 0200 019004	8215.12	3343.59	4871.53
A	BROOKHAVEN	13/14	0200 03400 0800 017000	12961.20	5315.13	7646.07
A	BROOKHAVEN	13/14	0200 98360 0500 027000	7162.07	2053.14	5108.93

As Provided and Requested By Town Assessor or Receiver of Taxes  
 APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1180

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation  
 Resolution  Local Law Charter Law

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2. Title of Proposed Legislation  
**TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS**

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3. Purpose of Proposed Legislation Yes \_\_\_ No \_\_\_  
**SEE NO. 2 ABOVE**

---

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

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

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

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

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8. Proposed Source of Funding  
 N/A

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9. Timing of Impact  
 2014

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10. Typed Name & Title of Preparer R. Motschenbacher RPAT II  
 11. Signature of Preparer *R. Motschenbacher*  
 12. Date February 6, 2014

**Additional back-up material regarding IR1180 is on file in the  
Legislative Clerk's Office, Hauppauge.**

1187

Intro. Res. No. - 2014  
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 3/4/14

**RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF DRAINAGE SYSTEMS ON VARIOUS COUNTY ROADS (CP 5024)**

**WHEREAS**, the Commissioner of Public Works has requested funds for construction in connection with Reconstruction of Drainage Systems on Various County Roads; and

**WHEREAS**, there are sufficient funds within the 2014 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 \$275,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action (repair, replacement in-kind), pursuant to Section 617.5(C) (1), and (2), of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has not further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-one (51) is eligible for approval in accordance with the provisions of Resolution No. 471 1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Reconstruction of Drainage Systems on Various County Roads, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

**4<sup>th</sup> RESOLVED**, that the proceeds of \$275,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5024.310 (Fund 001 Debt Service)	50	Reconstruction of Drainage Systems on Various County Roads	\$275,000

DATED:

APPROVED BY:

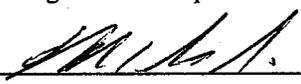
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County Executive of Suffolk County

Date of Approval:

1181

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.            - 2014, APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF DRAINAGE SYSTEMS ON VARIOUS COUNTY ROADS (CP 5024)</b>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact?            Yes <u>  X  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		February 19, 2014

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2015 PROPERTY TAX LEVY\*  
COST TO THE AVERAGE TAXPAYER**

1181

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$13,573</b>	<b>\$0.03</b>		<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$13,573</b>	<b>\$0.03</b>		<b>\$0.000</b>

*\* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.*

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County  
General Obligation Serial Bonds  
Level Debt

1181

Term of Bonds: 40  
Amount to Bond: \$275,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2014					
5/10/2015					
11/10/2015	2.000%	\$3,002.25	\$10,570.31	\$13,572.57	\$13,572.57
			\$5,227.46	\$5,227.46	
11/10/2016	3.000%	\$3,117.65	\$5,227.46	\$8,345.11	\$13,572.57
			\$5,167.54	\$5,167.54	
11/10/2017	3.000%	\$3,237.49	\$5,167.54	\$8,405.03	\$13,572.57
			\$5,105.32	\$5,105.32	
11/10/2018	3.000%	\$3,361.93	\$5,105.32	\$8,467.25	\$13,572.57
			\$5,040.71	\$5,040.71	
11/11/2019	3.000%	\$3,491.15	\$5,040.71	\$8,531.86	\$13,572.57
			\$4,973.61	\$4,973.61	
11/10/2020	3.000%	\$3,625.34	\$4,973.61	\$8,598.96	\$13,572.57
			\$4,903.94	\$4,903.94	
11/10/2021	3.000%	\$3,764.69	\$4,903.94	\$8,668.63	\$13,572.57
			\$4,831.58	\$4,831.58	
11/10/2022	3.000%	\$3,909.40	\$4,831.58	\$8,740.98	\$13,572.57
			\$4,756.45	\$4,756.45	
11/11/2023	3.000%	\$4,059.67	\$4,756.45	\$8,816.12	\$13,572.57
			\$4,678.43	\$4,678.43	
11/10/2024	3.000%	\$4,215.71	\$4,678.43	\$8,894.14	\$13,572.57
			\$4,597.41	\$4,597.41	
11/10/2025	3.250%	\$4,377.75	\$4,597.41	\$8,975.16	\$13,572.57
			\$4,513.27	\$4,513.27	
11/10/2026	4.000%	\$4,546.02	\$4,513.27	\$9,059.29	\$13,572.57
			\$4,425.90	\$4,425.90	
11/11/2027	4.000%	\$4,720.76	\$4,425.90	\$9,146.66	\$13,572.57
			\$4,335.18	\$4,335.18	
11/10/2028	4.000%	\$4,902.21	\$4,335.18	\$9,237.39	\$13,572.57
			\$4,240.96	\$4,240.96	
11/10/2029	4.000%	\$5,090.64	\$4,240.96	\$9,331.60	\$13,572.57
			\$4,143.13	\$4,143.13	
11/10/2030	4.000%	\$5,286.31	\$4,143.13	\$9,429.44	\$13,572.57
			\$4,041.53	\$4,041.53	
11/11/2031	4.000%	\$5,489.51	\$4,041.53	\$9,531.04	\$13,572.57
			\$3,936.03	\$3,936.03	
11/10/2032	4.000%	\$5,700.51	\$3,936.03	\$9,636.54	\$13,572.57
			\$3,826.47	\$3,826.47	
11/10/2033	4.000%	\$5,919.62	\$3,826.47	\$9,746.09	\$13,572.57
			\$3,712.70	\$3,712.70	
11/10/2034	4.000%	\$6,147.16	\$3,712.70	\$9,859.86	\$13,572.57
			\$3,594.56	\$3,594.56	
11/11/2035	4.250%	\$6,383.44	\$3,594.56	\$9,978.00	\$13,572.57
			\$3,471.88	\$3,471.88	
11/10/2036	4.250%	\$6,628.80	\$3,471.88	\$10,100.68	\$13,572.57
			\$3,344.48	\$3,344.48	
11/10/2037	4.250%	\$6,883.60	\$3,344.48	\$10,228.08	\$13,572.57
			\$3,212.19	\$3,212.19	
11/10/2038	4.250%	\$7,148.19	\$3,212.19	\$10,360.38	\$13,572.57
			\$3,074.81	\$3,074.81	
11/11/2039	4.250%	\$7,422.94	\$3,074.81	\$10,497.76	\$13,572.57
			\$2,932.15	\$2,932.15	
11/10/2040	4.250%	\$7,708.26	\$2,932.15	\$10,640.42	\$13,572.57
			\$2,784.01	\$2,784.01	
11/10/2041	4.250%	\$8,004.55	\$2,784.01	\$10,788.56	\$13,572.57
			\$2,630.17	\$2,630.17	
11/10/2042	4.250%	\$8,312.22	\$2,630.17	\$10,942.40	\$13,572.57
			\$2,470.42	\$2,470.42	
11/11/2043	4.250%	\$8,631.73	\$2,470.42	\$11,102.15	\$13,572.57
			\$2,304.53	\$2,304.53	
11/10/2044	4.250%	\$8,963.51	\$2,304.53	\$11,268.04	\$13,572.57
			\$2,132.26	\$2,132.26	
11/10/2045	4.500%	\$9,308.04	\$2,132.26	\$11,440.30	\$13,572.57
			\$1,953.37	\$1,953.37	
11/10/2046	4.500%	\$9,665.82	\$1,953.37	\$11,619.19	\$13,572.57
			\$1,767.61	\$1,767.61	
11/11/2047	4.500%	\$10,037.35	\$1,767.61	\$11,804.96	\$13,572.57
			\$1,574.70	\$1,574.70	
11/10/2048	4.500%	\$10,423.16	\$1,574.70	\$11,997.86	\$13,572.57
			\$1,374.38	\$1,374.38	
11/10/2049	4.500%	\$10,823.80	\$1,374.38	\$12,198.18	\$13,572.57
			\$1,166.36	\$1,166.36	
11/10/2050	4.500%	\$11,239.84	\$1,166.36	\$12,406.20	\$13,572.57
			\$950.35	\$950.35	
11/11/2051	4.500%	\$11,671.87	\$950.35	\$12,622.22	\$13,572.57
			\$726.03	\$726.03	
11/10/2052	4.500%	\$12,120.51	\$726.03	\$12,846.54	\$13,572.57
			\$493.09	\$493.09	
11/10/2053	4.500%	\$12,586.39	\$493.09	\$13,079.48	\$13,572.57
			\$251.19	\$251.19	
11/10/2054	4.500%	\$13,070.18	\$251.19	\$13,321.37	\$13,572.57
		\$275,000.00	\$267,902.67	\$542,902.67	\$542,902.67

1181

C.P. 5024 RECONSTRUCTION OF DRAINAGE ON COUNTY ROADS 2014			
CR#	Road / Limits	Town	Leg District
2	<b>Straight Path</b>		
	Vic of Booker Rd to Long Island Ave	Babylon	15
3	<b>Pinelawn Rd</b>		
	LIE to NYS RT 110	Huntington	17
11	<b>Pulaski Rd</b>		
	NYS RT 110 to Stony Hollow Rd - Portion of	Huntington	16,17,18
17	<b>Carleton Ave</b>		
	Sunburst Blvd to CR 100 Suffolk Ave	Islip	9
	Sunrise Hwy to Fairview Ave	Islip	10
35	<b>Park Ave</b>		
	Intersection with CR 66	Huntington	16
39	<b>North Road</b>		
	Concrete repair	Southampton	2
46	<b>William Floyd Pkwy</b>		
	S/B lane from Beacon St to Essex Circle	Brookhaven	3
	Essex Circle to LIRR	Brookhaven	3
48	<b>Middle Rd</b>		
	Cock Neck Rd - Ramp E/B to Sound Ave	Southold	1
63	<b>Lake Ave</b>		
	vic of Pegs Lane to vic of Traffic Circle- Shdl restoration	Southampton	2
67	<b>Long Island Motor Parkway</b>		
	NYS RT 231- 1000 ft each side	Huntington	16
	CR 17 to Veterans Memorial Hwy	Islip	9,12
76	<b>Townline Rd</b>		
	NYS 347 to vic of Terry Rd	Smithtown / Islip	12
80	<b>Montauk Hwy</b>		
	Vic CR 46 to vic of CR 21- a portion of	Brookhaven	3
	Louis Ave to vic of James Hawkins Rd	Brookhaven	3
	Aspatuck Rd to Quantuck Creek	Southampton	2
	Lewis Rd to Old Country Rd- Quogue	Southampton	2
	NYS Rt 24 to LIRR Overpass- Hampton Bays	Southampton	2
86	<b>Broadway - Greenlawn Rd</b>		
	CenterShore Rd to NYS RT 25A / High Friction	Huntington	18
93	<b>Ocean Ave / Rosevale Ave</b>		
	Veterans Memorial Hwy to CSR 29 Smithtown Ave	Islip	8
101	<b>Sills Rd</b>		
	Gazzola Rd to Sunrise Hwy- Mill and Fill	Brookhaven	7
	Sunrise Hwy to CR 16 - Portion of	Brookhaven	3,7

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

1181

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Appropriating funds in connection with Reconstruction of Drainage Systems on Various County Roads (CP 5024)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for the repair and/or replacement, in-kind, of drainage systems, along with related appurtenances that surround the drainage system, such as curb, sidewalk and pavement markings. By doing these repairs/replacement, it extends the life of the drainage systems, avoiding more costly repairs.

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 preventive maintenance.

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



1181

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner 

DATE: February 4, 2014

RE: **Appropriating Funds in Connection with Reconstruction of Drainage Systems on Various County Roads (CP 5024)**

Attached is a draft resolution to appropriate the sum of \$275,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2014 Capital Budget and Program for this project.

Increasing traffic volumes and the aging of the county road drainage systems require various levels of maintenance, repair and replacement. Major reconstruction projects are progressed with individual capital projects. However, the life of the drainage systems can be extended with less costly improvements. Large scale repairs, replacement in kind, and other miscellaneous drainage maintenance projects will be performed under this Capital Program.

This project includes excavation and repair or replacement of existing deteriorated drainage structures, piping and may include new concrete or asphalt pavement surrounding the system, concrete curb and sidewalk and installation of thermoplastic pavement markings.

A potential list of drainage system reconstruction projects 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 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-CP5024(drainage systems).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

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1182

Intro. Res. No. - 2014  
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 3/4/14

**RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH EQUIPMENT FOR PUBLIC WORKS MATERIAL TESTING LABORATORY (CP 5141)**

**WHEREAS**, the Commissioner of Public Works has requested funds for equipment in connection with Public Works Material Testing Laboratory; and

**WHEREAS**, there are sufficient funds within the 2014 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 \$80,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature hereby determines that the purchase of Public Works equipment constitutes a Type II action pursuant to the provisions of Title 6 NYCRR Part 617.5(C),(25), since the action involves the purchase or sale of furnishing, equipment or supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-five (55) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Equipment for Public Works Material Testing Laboratory, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

**4<sup>th</sup> RESOLVED**, that the proceeds of \$80,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5141.511 (Fund 001 Debt Service)	50	Equipment for Public Works Material Testing Laboratory	\$80,000

DATED:

APPROVED BY:

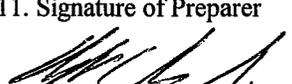
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County Executive of Suffolk County

Date of Approval:

1182

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.            - 2014, APPROPRIATING FUNDS IN CONNECTION WITH EQUIPMENT FOR PUBLIC WORKS MATERIAL TESTING LABORATORY (CP 5141)</b>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact?            Yes <u>  X  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
<u>  County  </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		February 19, 2014

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2015 PROPERTY TAX LEVY\*  
COST TO THE AVERAGE TAXPAYER**

1182

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$17,668	\$0.03		\$0.000

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$17,668	\$0.03		\$0.000

*\* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.*

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds  
Level Debt

1182

Term of Bonds: 5  
Amount to Bond: \$80,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$14,948.36	\$2,720.00 \$1,105.88	\$17,668.36 \$1,105.88	\$17,668.36
5/1/2016	3.000%	\$15,456.60	\$1,105.88 \$843.12	\$16,562.48 \$843.12	\$17,668.36
5/1/2017	3.000%	\$15,982.13	\$843.12 \$571.42	\$16,825.24 \$571.42	\$17,668.36
5/1/2018	4.000%	\$16,525.52	\$571.42 \$290.49	\$17,096.94 \$290.49	\$17,668.36
5/1/2019	4.000%	\$17,087.39	\$290.49	\$17,377.87	\$17,668.36
5/1/2020		\$80,000.00	\$8,341.80	\$88,341.80	\$88,341.80
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

1182

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** Appropriating Funds in Connection with Equipment for Public Works Material Testing Laboratory (CP 5141)

**PURPOSE OR GENERAL IDEA OF BILL:** To provide funding to purchase needed equipment for the Public Works Material Testing Laboratory.

**SUMMARY OF SPECIFIC PROVISIONS:** Requirements for Federal aid reimbursement dictate that the County has acceptable testing equipment to perform various tasks associated with the design and construction of roadway and bridge improvements. Lack of approved equipment may jeopardize Federal aid reimbursement.

**JUSTIFICATION:** Updated equipment for testing is required for the Material Testing Laboratory at Public Works.

**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



1182

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

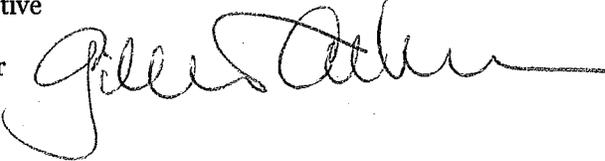
DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner 

DATE: February 3, 2014

RE: **Appropriating Funds in Connection with Equipment for Public Works Material Testing Laboratory (CP 5141)**

Attached is a draft resolution to appropriate the sum of \$80,000 for equipment purchases in connection with the above referenced project. There are sufficient funds included in the 2014 Capital Budget and Program for this project.

This funding will provide for the purchase of equipment that assists the Laboratory in testing asphalt and concrete projects. The Department intends on purchasing the following items, however, it may be necessary to add and/or substitute other equipment due to changes in priorities or requirements to be determined by this Department:

- (1) Ground Penetrating Radar (GPR) – This is used to determine pavement thickness and quality; and
- (2) Gyrotratory Compactor – This is used to determine compaction of asphalt.

Federal Aid guidelines for design approval and construction reimbursement require concurrence of pavement thickness (GPR) and compaction (Gyrotratory Compactor). Therefore, it is imperative that our equipment remains current with acceptable standards in the industry to avoid the possibility of losing Federal funding.

The Suffolk County Council on Environmental Quality has reviewed these types of projects and has determined that projects of this nature constitutes a Type II action, pursuant to Section 617.5(c) (20), (25) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), therefore, the Legislature has not further responsibilities under SEQRA.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5141(Lab Equip).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

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. - 2014, AMENDING THE 2014  
CAPITAL BUDGET AND PROGRAM AND APPROPRIATING  
FUNDS IN CONNECTION WITH SUFFOLK COUNTY  
INTELLIGENT TRANSPORTATION SYSTEM (CP 3308)**

**WHEREAS**, the Commissioner of Public Works has requested funds for engineering in connection with the design of an Intelligent Transportation System (ITS); and

**WHEREAS**, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN OT2404, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

**WHEREAS**, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

**WHEREAS**, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and/or State Marchiselli portion; and

**WHEREAS**, the Department of public Works will assign staff funded in the 2014 Suffolk County Operating Budget to perform a portion of the tasks as required for the engineering and planning of this project; and

**WHEREAS**, there are no funds included in the 2014 Capital Budget and Program to cover the cost of said request under Capital Project 3308 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**, 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 \$112,500 in Suffolk County Serial Bonds; now, therefore, be it

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

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-one (61) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Suffolk County

Intelligent Transportation System, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

**4<sup>th</sup> RESOLVED**, that the Department of Public Works keeps track of staff and costs associated with the project for chargeback purposes; and be it further

**5<sup>th</sup> RESOLVED**, that the 2014 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 3308  
 Project Title: Suffolk County Intelligent Transportation System

	<u>Total Est'd Cost</u>	<u>Current 2014 Capital Budget &amp; Program</u>	<u>Revised 2014 Capital Budget &amp; Program</u>
1. Planning	\$112,500	\$0B	\$22,500B
		\$0F	\$90,000F
<b>TOTAL</b>	\$112,500	\$0	\$112,500

**6<sup>th</sup> RESOLVED**, that the proceeds of \$22,500 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-3308.110 (Fund 001-Debt Service)	50	Suffolk County Intelligent Transportation System	\$22,500

and be it further

**7<sup>th</sup> RESOLVED**, that Federal Aid in the amount of \$90,000 be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
Ref-525-CAP-3308.110	50	Suffolk County Intelligent Transportation System	\$90,000

**8<sup>th</sup> RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of \$22,500; and be it further

**9<sup>th</sup> RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of \$90,000; and be it further

**10<sup>th</sup> RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of \$90,000; and be it further

**11<sup>th</sup> RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

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

Date of Approval:

1183  
STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.                      - 2014, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH SUFFOLK COUNTY INTELLIGENT TRANSPORTATION SYSTEM (CP 3308)</b>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  X  </u> No <u>      </u>		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SUFFOLK COUNTY MUST FIRST INSTANCE FUND THE COST OF THE PROJECT. PROJECT WILL BE 80% ADIDED (FHWA FUNDING) AND 20% SUFFOLK COUNTY SERIAL BONDS. COUNTY COMPTROLLER IS AUTHORIZED TO ISSUE BANS FOR THE FEDERAL SHARE.		
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		
FEDERAL HIGHWAY ADMINISTRATION (FHWA) FUNDING 80% (\$90,000) SUFFOLK COUNTY SERIAL BONDS 20% (\$22,500)		
9. Timing of Impact		
FOR THE COUNTY SHARE, IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT FOR BONDS IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		February 19, 2014

SCIN FORM 175b (10/95)

1183

FINANCIAL IMPACT  
2015 PROPERTY TAX LEVY\*  
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$4,969	\$0.01		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$4,969	\$0.01		\$0.000

\* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds  
Level Debt

1183

Term of Bonds 5  
Amount to Bond: \$22,500

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$4,204.23	\$765.00	\$4,969.23	\$4,969.23
			\$311.03	\$311.03	
5/1/2016	3.000%	\$4,347.17	\$311.03	\$4,658.20	\$4,969.23
			\$237.13	\$237.13	
5/1/2017	3.000%	\$4,494.97	\$237.13	\$4,732.10	\$4,969.23
			\$160.71	\$160.71	
5/1/2018	4.000%	\$4,647.80	\$160.71	\$4,808.51	\$4,969.23
			\$81.70	\$81.70	
5/1/2019	4.000%	\$4,805.83	\$81.70	\$4,887.53	\$4,969.23
5/1/2020		\$22,500.00	\$2,346.13	\$24,846.13	\$24,846.13
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					



1183

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** Amending the 2014 Capital Budget and Program and Appropriating Funds in Connection with Suffolk County Intelligent Transportation System (CP 3308)

**PURPOSE OR GENERAL IDEA OF BILL:** To allow for the engineering and planning for arterial monitoring and performance measures to allow for a more regional an comprehensive approach in managing traffic congestion and incidents on the highway system.

**SUMMARY OF SPECIFIC PROVISIONS:** As a Federally funded project (80% Federal), mandated milestones must be met in insure that Federal funds are obtained, including the passage of a County resolution prior to final Federal authorization.

**JUSTIFICATION:** This would enable Suffolk County to progress with a Suffolk County Intelligent Transportation System.

**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



1183

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: February 3, 2014

RE: **Amending the 2014 Capital Budget and Program and Appropriating Funds in Connection with Suffolk County Intelligent Transportation System (CP 3308)**

Attached is a draft resolution to appropriate the sum of \$112,500 for engineering and planning in connection with the above referenced project. There are no funds included in the 2014 Capital Budget and Program for this project, however, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

This funding will provide for the design of an Intelligent Transportation System (ITS) for arterial monitoring and performance measures. It will assure a more regional and comprehensive approach in managing traffic congestion and traffic incidents on Suffolk County's highway system.

This is a Federally funded project. Mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

The Suffolk County Council on Environmental Quality has reviewed these types of projects and has determined that projects of this nature constitutes a Type II action, pursuant to Section 617.5(c) (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), therefore, the Legislature has no further responsibilities under SEQRA.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP3308(ITS).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

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1184

Intro. Res. No. - 2014

Laid on the Table

3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. - 2014, AUTHORIZING PLANNING STEPS FOR THE VOLUNTARY ACQUISITION OF LAND AND IF NECESSARY PUBLIC HEARINGS PURSUANT TO ARTICLE 2 OF THE EMINENT DOMAIN PROCEDURE LAW OF THE STATE OF NEW YORK IN CONNECTION WITH THE ACQUISITION OF PROPERTIES TO BE ACQUIRED FOR THE REPLACEMENT OF A BRIDGE ON CR 16, HORSEBLOCK ROAD OVER THE L.I.R.R. AND LONG ISLAND AVENUE, TOWN OF BROOKHAVEN, SUFFOLK COUNTY, NEW YORK (CP 5855)**

**WHEREAS**, the Commissioner of the Department of Public Works was directed to prepare maps showing the properties to be acquired for the replacement of a bridge on CR 16, Horseblock Road over the L.I.R.R. and Long Island Avenue, Town of Brookhaven, Suffolk County, New York, indicating the properties to be acquired, the names of the reputed owners, the boundaries and dimensions of the parcels to be acquired; and

**WHEREAS**, said maps were prepared on or about September 5, 2013, and are entitled "MAPS SHOWING PROPERTIES TO BE ACQUIRED FOR THE REPLACEMENT OF A BRIDGE ON CR 16, HORSEBLOCK ROAD OVER THE L.I.R.R. AND LONG ISLAND AVENUE, TOWN OF BROOKHAVEN, SUFFOLK COUNTY, NEW YORK"; and

**WHEREAS**, the project has been adopted in the 2014 Capital Budget as and by Capital Project No. 5855; and

**WHEREAS**, in an effort to minimize the economic cost and time delays associated with compulsory acquisitions made under the provisions of the New York State Eminent Domain Procedure Law, it has been determined that an attempt should first be made to acquire some or all of the proposed acquisition parcels in a negotiated voluntary transaction with the respective property owners of each acquisition parcel; and

**WHEREAS**, if one or more of the proposed acquisition parcels cannot be acquired under the terms and provisions of a negotiated voluntary transaction with the respective property owner(s) of said parcel(s), then the acquisition of the parcel(s) not voluntarily acquired should be acquired by a compulsory acquisition under the provisions of the New York State Eminent Domain Procedure Law; and

**WHEREAS**, pursuant to Article 2 of the Eminent Domain Procedure law, it is required that a public hearing be held prior to any compulsory acquisition in order to inform the public and to review the public use to be served by this project and to review the impact on the environment for residents of the locality in which the project is situate; and

**WHEREAS**, Section 204 of the Eminent Domain Procedure Law requires the making of Findings and Determinations concerning the proposed project and requires the publication thereafter of a brief synopsis; now therefore, be it

**1<sup>st</sup>** **RESOLVED**, that the Suffolk County Department of Public Works be and hereby is authorized to acquire the properties set forth in the aforesaid maps; said acquisition to be made in the name of the County of Suffolk; and be it further

**2<sup>nd</sup>** **RESOLVED**, that said acquisitions be in fee simple absolute or such lesser estate, if said lesser estate is so indicated on the maps heretofore adopted; and be it further

**3<sup>rd</sup>** **RESOLVED**, the Commissioner of the Suffolk County Department of Public Works, or his duly appointed Designee, is hereby authorized empowered and directed to have the proposed acquisition parcels surveyed, appraised, environmentally audited, and searched for title; and be it further

**4<sup>th</sup>** **RESOLVED**, that the cost of such surveys, appraisals, environmental audits and title searches, shall be paid from the funds appropriated under Capital Project Number 5526; and be it further

**5<sup>th</sup>** **RESOLVED**, that the Suffolk County Department of Public Works be and hereby is authorized and permitted to make the aforesaid acquisition of said lands by negotiation, purchase, and conveyance; said acquisition subject to the approval of this Legislature; and be it further

**6<sup>th</sup>** **RESOLVED**, in the event that the Suffolk County Department of Public Works is unable to acquire any parcel by negotiation, purchase, and conveyance, it is hereby authorized, permitted, and directed to commence the acquisition of said un-acquired parcel(s) under the provisions of the New York State Eminent Domain Procedure Law; and be it further

**7<sup>th</sup>** **RESOLVED**, that should a compulsory acquisition of one or more of the subject parcels under the provisions of the New York State Eminent Domain Procedure Law be necessary, the Commissioner of the Suffolk County Department of Public Works, or his Designee, be deemed Hearing Officer with authority to make Findings and Determinations pursuant to Section 204 of the Eminent Domain Procedure Law; and the said Director, or designee, is hereby authorized to exercise the full authority of the Legislature to conduct public hearings and make determinations and findings as provided in Article 2 of the Eminent Domain Procedure Law; and be it further

**8<sup>th</sup>** **RESOLVED**, that should a compulsory acquisition of one or more of the subject parcels under the provisions of the New York State Eminent Domain Procedure Law be necessary, upon conclusion of the aforesaid hearings, pursuant to Eminent Domain Procedure Law, the Hearing Officer file written Findings and Determinations with the Clerk of the Legislature within 90 days of the conclusion of the Public Hearing provided for in Article 2 of the Eminent Domain Procedure Law; and be it further

**9<sup>th</sup>** **RESOLVED**, that should a compulsory acquisition of one or more of the subject parcels under the provisions of the New York State Eminent Domain Procedure Law be necessary, a brief synopsis of the filed Findings and Determinations shall be published pursuant to the requirements of Section 204 of the Eminent Domain Procedure Law; and be it further

**10<sup>th</sup>** **RESOLVED**, that should a compulsory acquisition of one or more of the subject parcels under the provisions of the New York State Eminent Domain Procedure Law be

necessary, copies of the Findings and Determinations will be forwarded upon written request, to applicants without cost to said applicant by the Clerk of the Legislature; and be it further

**11<sup>th</sup> RESOLVED**, that should a compulsory acquisition of one or more of the subject parcels under the provisions of the New York State Eminent Domain Procedure Law be necessary, upon completion of hearings required by Article 2 of the Eminent Domain Procedure Law, the map aforesaid, be filed in the Office of the Clerk of the County Legislature of the County of Suffolk; and be it further

**12<sup>th</sup> RESOLVED**, that should a compulsory acquisition of one or more of the subject parcels under the provisions of the New York State Eminent Domain Procedure Law be necessary, upon the filing of the Determinations and Findings with the Clerk of the Legislature, the Legislature of Suffolk County shall consider whether to adopt or reject said Findings and Determinations; and be it further

**13<sup>th</sup> RESOLVED**, that should a compulsory acquisition of one or more of the subject parcels under the provisions of the New York State Eminent Domain Procedure Law be necessary, all costs pertaining to notices, public hearings, publications, stenographic fees, mailings, postings, and direct service of process and/or notices be deemed an appropriate charge to this project as provided in the capital program for the acquisition of said real property; and be it further

**14<sup>th</sup> 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:

1184

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.                      - 2014, AUTHORIZING PLANNING STEPS FOR THE VOLUNTARY ACQUISITION OF LAND AND IF NECESSARY PUBLIC HEARINGS PURSUANT TO ARTICLE 2 OF THE EMINENT DOMAIN PROCEDURE LAW OF THE STATE OF NEW YORK IN CONNECTION WITH THE ACQUISITION OF PROPERTIES TO BE ACQUIRED FOR THE REPLACEMENT OF A BRIDGE ON CR 16, HORSEBLOCK ROAD OVER THE L.I.R.R. AND LONG ISLAND AVENUE, TOWN OF BROOKHAVEN, SUFFOLK COUNTY, NEW YORK (CP 5855)</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  X  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<u>  County  </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
This resolution will allow the County to negotiate voluntary acquisition of land instead of compulsory acquisitions. Resolution also allows for the compulsory acquisition process to begin if voluntary acquisitions are unsuccessful.		
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 for this resolution. Funding will be appropriated on future resolutions if necessary.		
9. Timing of Impact		
Upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas E. Paglia Jr. Asst Executive Analyst		February 20, 2014

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2015 PROPERTY TAX LEVY\*  
COST TO THE AVERAGE TAXPAYER**

1184

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

*\* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.*

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1184

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Authorizing Planning Steps for the Voluntary Acquisition of Land and if Necessary Public Hearings Pursuant to Article 2 of the Eminent Domain Procedure Law of the State of New York in Connection with the Acquisition of Properties to be Acquired for the Replacement of a Bridge on CR 16, Horseblock Road over the L.I.R.R. and Long Island Avenue, Town of Brookhaven, Suffolk County, New York (CP 5855)

PURPOSE OR GENERAL IDEA OF BILL: This resolution provides for the Department of Public Works to negotiate with property owners for acquisition of properties to progress replacement of the bridge carrying CR 16, Horseblock Road over the Long Island Railroad and Long Island Avenue. If negotiations do not result in necessary acquisitions, this resolution will also allow for the Department to hold Public Hearings for takings of required parcels.

SUMMARY OF SPECIFIC PROVISIONS: If negotiations for voluntary acquisition with property owners are not successful then acquisition of parcels will be acquired by a compulsory acquisition under the provisions of the New York State Eminent Domain Procedure Law. Requirements of EDPL includes Public Hearings.

JUSTIFICATION: Negotiations and voluntary acquisition of property will minimize the cost and time delay associated with compulsory acquisitions under EDPL; if needed, this resolution also provides for authorization to hold Public Hearings for property takings. The acquisition of properties will allow the Department to proceed with plans that will improve safety and traffic flow on the bridge carrying CR 16, Horseblock Road over the LIRR and Long Island Avenue.

FISCAL IMPLICATIONS: there is no fiscal impact associated with this resolution.

COUNTY OF SUFFOLK



1184

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: February 4, 2014

RE: **Authorizing Planning Steps for the Voluntary Acquisition of Land and if Necessary Public Hearings Pursuant to Article 2 of the Eminent Domain Procedure Law of the State of New York in Connection with the Acquisition of Properties to be Acquired for the Replacement of a Bridge on CR 16, Horseblock Road over the L.I.R.R. and Long Island Avenue, Town of Brookhaven, Suffolk County, New York (CP 5855)**

Attached is a draft resolution and duplicate copy authorizing the Department of Public Works to negotiate with respective property owners of parcels to be acquired in connection with the Replacement of a Bridge on CR 16, Horseblock Road over the L.I.R.R. and Long Island Avenue. Negotiations will be in made in an effort to minimize the economic cost and time delays associated with acquisitions under provision of the New York State Eminent Domain Procedure Law.

If these negotiations do not result in the acquisition of required parcels, this resolution also authorizes Public Hearings, as required by New York State Eminent Domain Procedure Law, to proceed with compulsory acquisitions for any remaining properties to be acquired for these improvements.

The purpose of this acquisition is to improve traffic flow and safety on the bridges that carry CR 16, Horseblock Road over the Long Island Railroad and Long Island Avenue in the Town of Brookhaven.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5855(CR16 Br EDPL)".

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

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Introductory Resolution No. 1185-14 Laid on Table 3/4/14

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  
**ALISSA DALLOJACONO AND LOUIS DALLOJACONO, JR.,  
HUSBAND AND WIFE  
(SCTM NO. 0200-867.00-06.00-021.002)**

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

**ALL**, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 867.00, Block 06.00, Lot 021.002, 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 Lots 38 thru 41, Inclusive, Block 4, on a certain map entitled "Map No. 15, Property of O.L. Schwenke Land and Investment Company", filed in the Office of the Clerk of Suffolk County on May 18, 1897 as Map No. 510; 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**, ALISSA DALLOJACONO AND LOUIS DALLOJACONO, JR., HUSBAND AND WIFE have made application of said above described parcel and ALISSA DALLOJACONO AND LOUIS DALLOJACONO, JR., HUSBAND AND WIFE have paid the application fee and have paid \$39,147.57, 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, 2014; now, therefore be it

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

2<sup>nd</sup> **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to ALISSA DALLOJACONO AND LOUIS DALLOJACONO, JR., HUSBAND AND WIFE, 26 Harlem Avenue, Medford, NY 11763, 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

1185

February 04, 2014

Tax Map No.: 0200-867.00-06.00-021.002

Name of Last Legal Fee Owner: ALISSA DALLOJACONO AND LOUIS DALLOJACONO, JR.,  
HUSBAND AND WIFE

TREASURER'S COMPUTATION.....	\$30,016.90	✓ L.O'17
Taxes.....2013/2014.....	\$9,130.67	✓
License/Storage Fee.....	OPEN	
Repairs.....	OPEN	
Miscellaneous Expenses.....	OPEN	
 TOTAL.....	 \$39,147.57	 ✓
 Monies Received.....	 \$39,147.57	
 <u>RESOLUTION AMOUNT</u> .....	 \$39,147.57	 ✓

APPROVED:

Annette Brownell 2.4.2014

Accounting  
PB:lag

PREPARED BY:



Peter Belyea  
Redemption Unit  
(631)853-5932

DISTRICT

SECTION

BLOCK

LOT

0200

867.00

06.00

1185

021.002

ITEM #3107230

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2009

\$ 13,181.93

2010

\$ 13,939.43

TOTAL: \$ 27,121.36 ✓

B. INTEREST DUE

\$ 1,466.17

C. TOTAL

\$ 28,587.53

D. 5% LINE C

\$ 1,429.38

E. FEE

30,169.91

F. MISC

2014 PROPERTY TAXES

\$ 9,130.67

G. MISC

H. TOTAL DUE

\$ 39,147.57

2017

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-Jan-14



Diane M. Stuke  
Deputy County Treasurer

\*\*Interest and penalty computed to  
and including 07/05/14

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution

1185

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  
**ALISSA DALLOJACONO AND LOUIS DALLOJACONO, JR., HUSBAND AND WIFE**  
**0200-867.00-06.00-021.002**

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

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

2014

10. Typed Name & Title of Preparer

Signature of Preparer

Date

Peter Belyea



2-4-14

NEIL TOOMB

Neil Toomb

2/18/14

FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

1185

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

1185

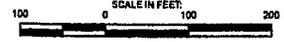


**NOTICE**

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, NY 11901



**KEY**  
 MAP

837	838	839	TOWN OF	BROOKHAVEN
866	867	868	VILLAGE OF	
893	894	895	DISTRICT NO	0200

SECTION NO	
<b>867</b>	
PROPERTY MAP	

# Suffolk Co.

Joins Map 27

1185 Harlem Ave  
N/10<sup>th</sup> ST

N1

73°01'30"

O1

73°00'45"

P1

73°00'00"

O1

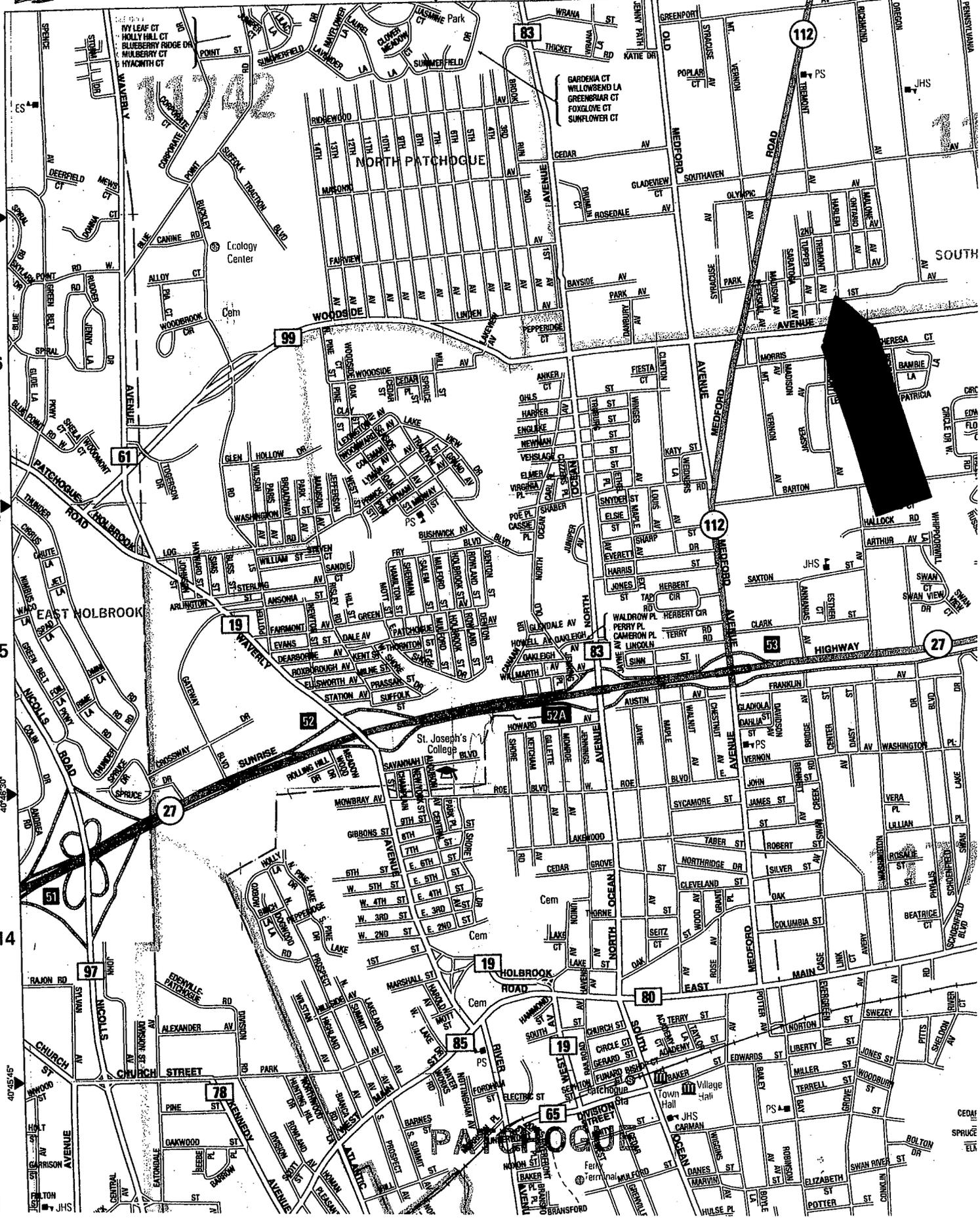
17

16

15

14

Joins Map 22



COUNTY OF SUFFOLK



1185

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

February 7, 2014

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

Re: Tax Map No. 0200-867.00-06.00-021.002  
ALISSA DALLOJACONO AND LOUIS DALLOJACONO, JR., HUSBAND AND 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 Kubicko, Inventory (e-copy)

Introductory Resolution No. 1186-14 Laid on Table 3/4/14

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  
**ANN MARIE LADONE**  
(SCTM NO. 0200-393.00-07.00-011.000)

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

**ALL**, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of 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 393.00, Block 07.00, Lot 011.000, 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 Plot No. 269, on a certain map entitled "Map of Natures Gardens, Section 1", filed in the Office of the Clerk of Suffolk County on May 26, 1931 as Map No. 527; 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**, ANN MARIE LADONE has made application of said above described parcel and ANN MARIE LADONE has paid the application fee and has paid \$11,067.99, 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

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



SUFFOLK COUNTY  
DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT  
CLOSING STATEMENT

1186

February 04, 2014

Tax Map No.: 0200-393.00-07.00-011.000  
Name of Last Legal Fee Owner: ANN MARIE LADONE

TREASURER'S COMPUTATION..... \$11,067.99 ✓  
Taxes.....2013/2014..... OPEN  
License/Storage Fee..... OPEN  
Repairs..... OPEN  
Miscellaneous Expenses..... OPEN

TOTAL..... \$11,067.99 ✓

Monies Received..... \$11,067.99

RESOLUTION AMOUNT..... \$11,067.99 ✓

APPROVED:

Monika Brownell 2.4.2014

Accounting  
PB:lag

PREPARED BY:

Peter Belyea (63)  
Peter Belyea  
Redemption Unit  
(631)853-5932

**DISTRICT**

0200

**SECTION**

393.00

**BLOCK**

07.00

**LOT**

011.000

Item #5505430

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

11816

2009	\$ 695.38
2011	\$ 3,509.83
2012	\$ 3,339.62
2013	\$ 2,622.02

TOTAL: \$ 10,166.85 ✓

B. INTEREST DUE

\$ 374.09

C. TOTAL

\$ 10,540.94

D. 5% LINE C

\$ 527.05

E. FEE

F. MISC

G. MISC

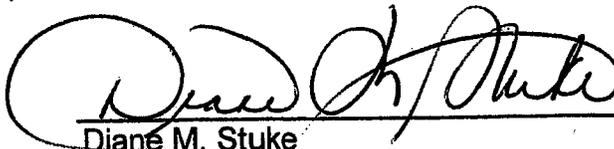
H. TOTAL DUE

\$ 11,067.99 ✓

**CERTIFICATION BY COUNTY TREASURER**

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

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 27-Sep-13



Diane M. Stuke  
Deputy County Treasurer

\*\*Interest and penalty computed to  
and including 03/26/14

mas

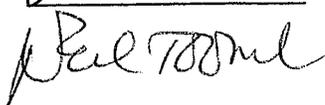
STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1186

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  
**ANN MARIE LADONE**  
**0200-393.00-07.00-011.000**
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  
2014

10. Typed Name & Title of Preparer	Signature of Preparer	Date
<u>Peter Belyea</u>	<u></u>	<u>2-4-14</u>
NEIL TOOMB	<u></u>	<u>2/18/14</u>

FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

1186

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

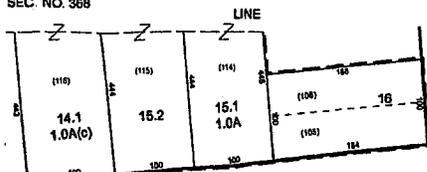
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

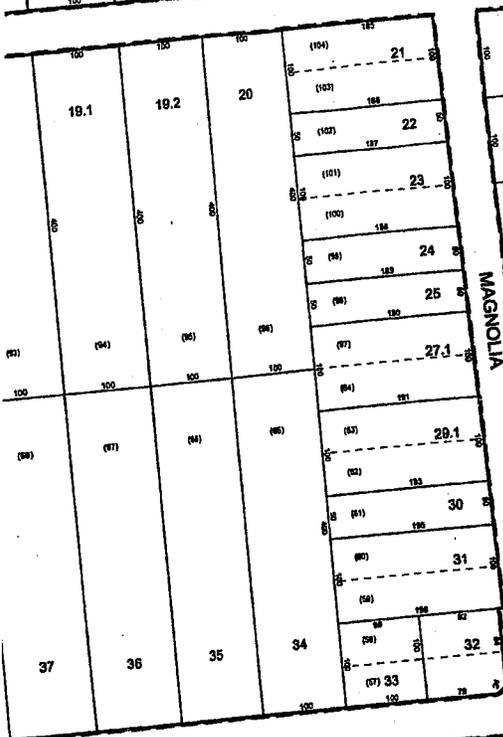
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

NOTES:

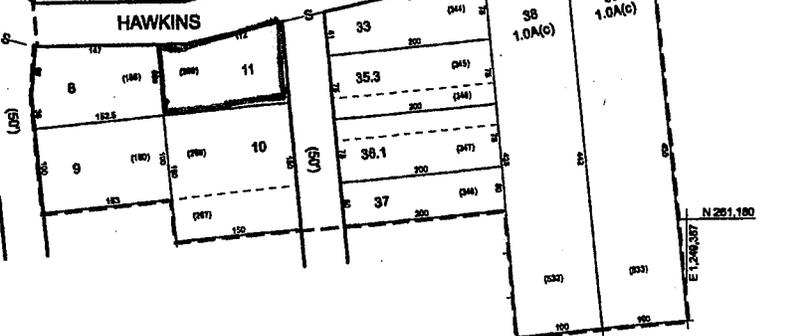
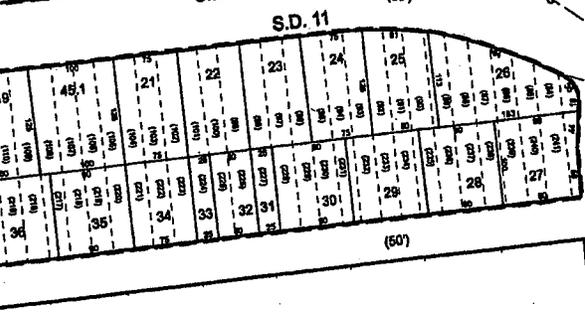
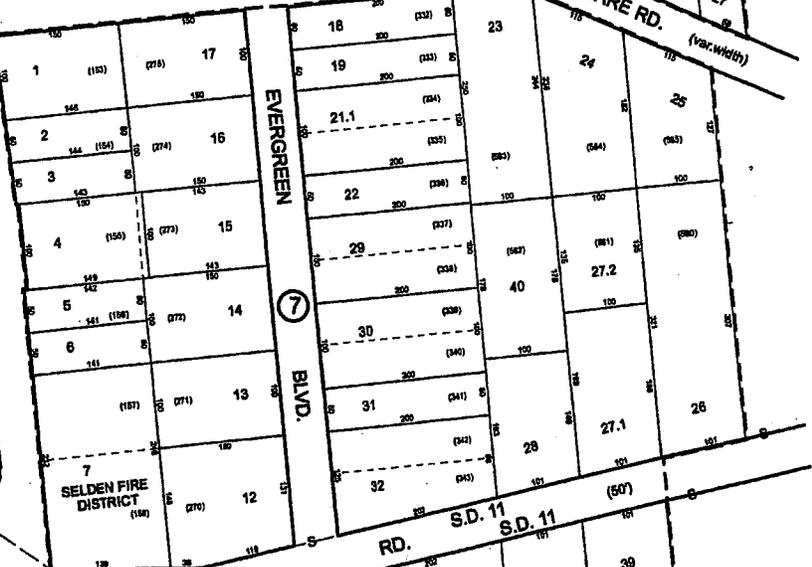
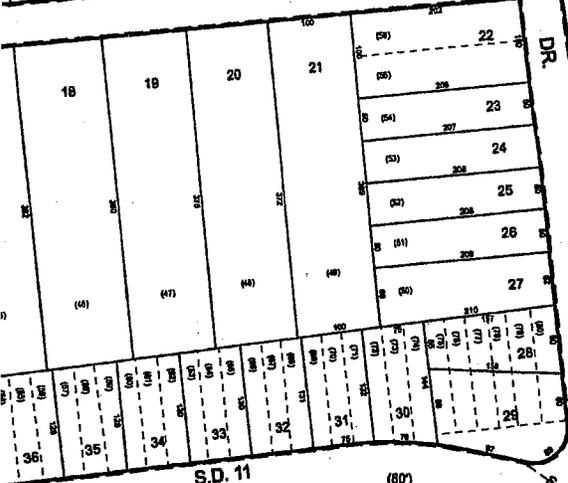
- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012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



1186



200 - 393 - 7 - 11  
 226 Evergreen N. Dr.  
 Selden 11784



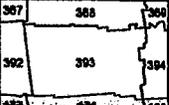
NOTICE

MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE DEPUTY COMMISSIONER OF TAX SERVICES.



COUNTY OF SUFFOLK ©  
 Real Property Tax Service Agency  
 County Center Riverhead, NY 11961  
 SCALE IN FEET

KEY

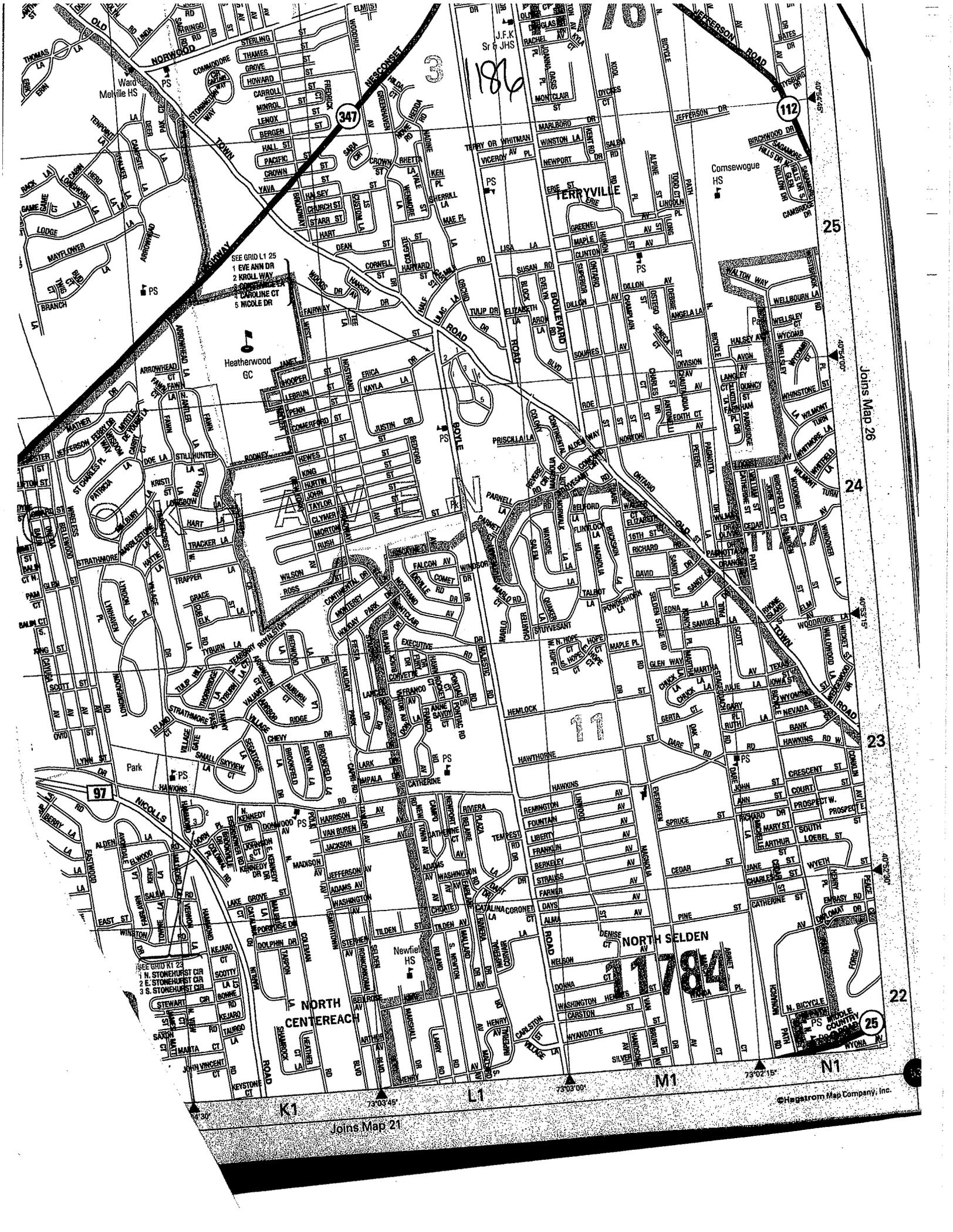


TOWN OF BROOKHAVEN  
 VILLAGE OF  
 DISTRICT NO. 6280

SECTION NO

393





1186

11784

SEE GRID L1 25  
1 EVE ANN DR  
2 KROLL WAY  
3 WILSON DR  
4 CAROLINE CT  
5 NICOLE DR

SEE GRID RT 23  
1 N. STONEHURST CIR  
2 E. STONEHURST CIR  
3 S. STONEHURST CIR

COUNTY OF SUFFOLK



1186

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

February 7, 2014

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

Re: Tax Map No. 0200-393.00-07.00-011.000  
ANN MARIE LADONE

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: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 Kubicko, Inventory (e-copy)

Introductory Resolution No. 1187-14 Laid on Table 3/4/14

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  
**ESTATE OF FLORENCE LOJKO C/O BWINBTWRE CORP.**  
**(SCTM NO. 0600-111.00-03.00-003.000)**

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

**ALL**, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of 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 111.00, Block 03.00, Lot 003.000, and acquired by tax deed on May 15, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 16, 2013, in Liber 12729, at Page 862, and otherwise known and designated by the Town of Riverhead, as District 0600, Section 111.00, Block 03.00, Lot 003.000; and

**FURTHER**, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on May 15, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 16, 2013 in Liber 12729 at Page 862.

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

**WHEREAS**, ESTATE OF FLORENCE LOJKO C/O BWINBTWRE CORP. has made application of said above described parcel and ESTATE OF FLORENCE LOJKO C/O BWINBTWRE CORP. has paid the application fee and will be paying \$25,435.58, 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

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

2<sup>nd</sup> **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to ESTATE OF FLORENCE LOJKO C/O BWINBTWRE CORP., PO Box 3008, East Quogue, NY 11942, 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

1187

February 3, 2014

Tax Map No.: 0600-111.00-03.00-003.000

Name of Last Legal Fee Owner: ESTATE OF FLORENCE LOJKO C/O BWINBTWRE CORP.

TREASURER'S COMPUTATION.....	\$25,435.58
Taxes.....2013/2014.....	OPEN
License/Storage Fee.....	OPEN
Repairs.....	OPEN
Miscellaneous Expenses.....	OPEN
<hr/>	
TOTAL.....	\$25,435.58
<hr/> <hr/>	
Monies to be Received.....	\$25,435.58
<hr/>	
<u>RESOLUTION AMOUNT</u> .....	\$25,435.58
<hr/> <hr/>	

APPROVED:

Margaret Brownell 2-3-2014  
Accounting  
PB:lag

PREPARED BY:

Peter Belyea  
Peter Belyea  
Redemption Unit  
(631)853-5932

**COMPUTATION BY SUFFOLK COUNTY TREASURER**

**DISTRICT**

**SECTION**

**BLOCK**

**LOT**

0600

111.00

03.00

003.000

1187

**A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:**

2008/09  
2009/10  
2010/11  
2011/12  
2012/13

3436.94  
3536.53  
3068.27  
7104.59  
5779.20

**TOTAL:** 22925.53 ✓

**B. INTEREST DUE**

1298.83

**C. TOTAL**

24224.36

**D. 5% LINE C**

1211.22

**E. FEE**

**F. MISC**

**G. MISC**

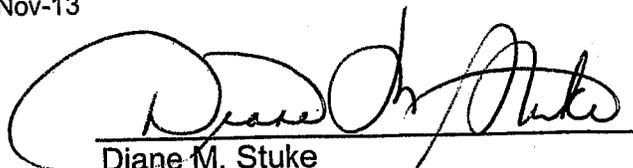
**H. TOTAL DUE**

-----  
\$25,435.58 ✓

**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. 13-Nov-13



Diane M. Stuke

Deputy County Treasurer

\*\*Interest and penalty computed to  
and including 05/12/14

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1187

1. Type of Legislation

Resolution

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  
**ESTATE OF FLORENCE LOJKO C/O BWINBTWRE CORP.**  
**0600-111.00-03.00-003.000**

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

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

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

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

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

8. Proposed Source of Funding

N/A

9. Timing of Impact

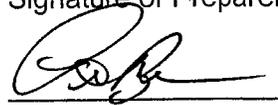
2014

10. Typed Name & Title of Preparer

Signature of Preparer

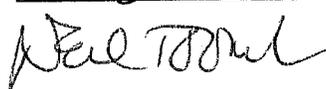
Date

Peter Belyea



2-3-14

NEIL TOOMB

 2/19/14

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

1187

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

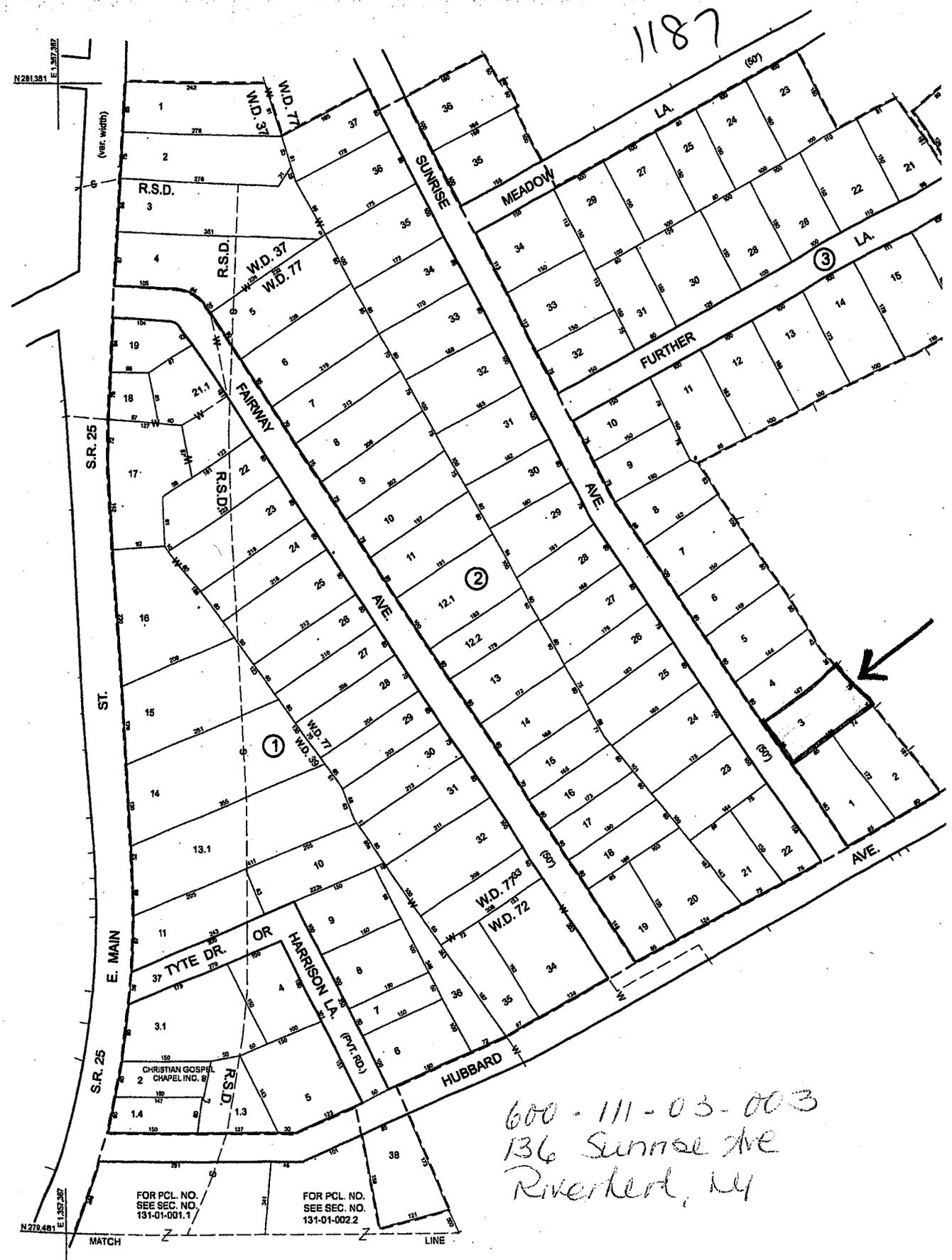
**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

01-30-88
05-18-88
05-23-88
05-19-88
07-25-88
10-25-88
04-02-88
04-25-88
04-29-88
05-31-88
06-24-88
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06-18-88
10-27-88
01-22-89
11-04-89
08-15-89
08-11-89



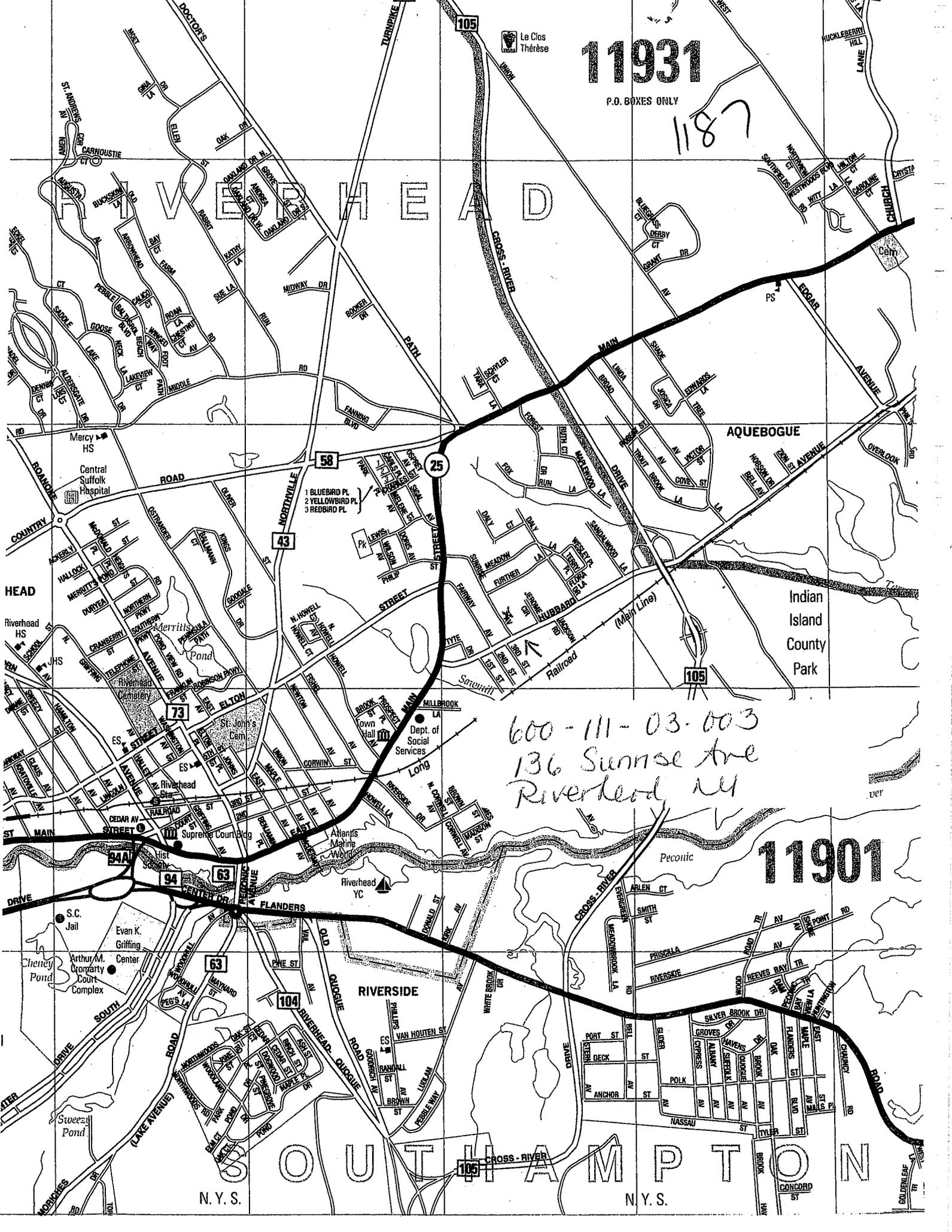
LEGEND	Property or RW Line	Subdivision Lot No.	Block Line	School District Line	Hydrant District Line	UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS: SCHOOL 8 SEMER FIRE 21 HYDRANT LIGHT 25 WATER PARK REFUSE AMBULANCE WASTE/RECYCLE
	Division Common Owner	Subdivision Block/Big No. (21)	Block No. (2)	Fire District Line	Refuse District Line	
	Subdivision Lot Line	Seed Dimension	County Line	Water District Line	Historical District Line	
	Stream / Easement	Scaled Dimension	Town Line	Light District Line	Ambulance District Line	
	Parcel No. 23	Dead Area 12.1 A(c) or 12.1A	Village Line	Park District Line	Wastewater District Line	
		Calculated Area 12.1 A(c)		Sewer District Line		

11931

P.O. BOXES ONLY

1187

Le Clos  
Thérèse



600-111-03-003  
136 Sunrise Ave  
Riverhead NY

11901

N. Y. S.

N. Y. S.

COUNTY OF SUFFOLK



1187

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

February 7, 2014

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

Re: Tax Map No. 0600-111.00-03.00-003.000  
ESTATE OF FLORENCE LOJKO C/O BWINBTWRE CORP.

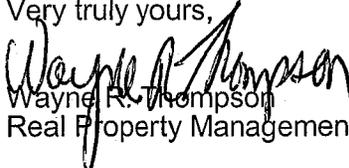
Dear Mr. Schneider:

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: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 Kubicko, Inventory (e-copy)

Introductory Resolution No. 1188-14 Laid on Table 3/4/14

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  
THE ESTATE OF PETRA TRIVONE, STEVEN ORTIZ EXECUTOR  
(SCTM NO. 0200-708.00-04.00-036.000)**

**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 708.00, Block 04.00, Lot 036.000, 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 the Westerly 110 feet of Lots 27 and 28, on a certain map entitled "Map of Mastic Acres, Unit Twelve", filed in the Office of the Clerk of Suffolk County on July 11, 1947 as Map No. 1556; 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**, THE ESTATE OF PETRA TRIVONE, STEVEN ORTIZ EXECUTOR has made application of said above described parcel and THE ESTATE OF PETRA TRIVONE, STEVEN ORTIZ EXECUTOR has paid the application fee and will be paying \$60,175.16, 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, 2014; now, therefore be it

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



SUFFOLK COUNTY  
DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT  
CLOSING STATEMENT

1188

February 04, 2014

Tax Map No.: 0200-708.00-04.00-036.000

Name of Last Legal Fee Owner: THE ESTATE OF PETRA TRIVONE, STEVEN ORTIZ  
EXECUTOR

TREASURER'S COMPUTATION.....	\$51,666.24	✓
Taxes.....2013/2014.....	\$8,508.92	✓
License/Storage Fee.....	OPEN	
Repairs.....	OPEN	
Miscellaneous Expenses.....	OPEN	
<hr/>		
TOTAL.....	\$60,175.16	✓
<hr/> <hr/>		
Monies to be Received.....	\$60,175.16	
<hr/>		
<u>RESOLUTION AMOUNT</u> .....	\$60,175.16	✓
<hr/> <hr/>		

APPROVED:

Annelle Trivone 2.4.2014  
Accounting  
PB:lag

PREPARED BY:

  
Peter Belyea  
Redemption Unit  
(631)853-5932

**COMPUTATION BY SUFFOLK COUNTY TREASURER**

<b><u>DISTRICT</u></b>	<b><u>SECTION</u></b>	<b><u>BLOCK</u></b>	<b><u>LOT</u></b>
<b>0200</b>	<b>708.00</b>	<b>04.00</b>	<b>036.000</b>
ITEM #:	5400200		

1188

**A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:**

<b><u>YEAR</u></b>	<b><u>AMOUNT</u></b>
2008/09	\$ 7,876.20
2009/10	\$ 10,338.14
2010/11	\$ 9,607.15
2011/12	\$ 10,462.71
2012/13	\$ 8,240.02

TOTAL: \$ 46,524.22 ✓

B. INTEREST DUE

\$ 2,681.73

C. TOTAL

\$ 49,205.95

D. 5% LINE C

\$ 2,460.30

**SUBTOTAL**

**\$ 51,666.24** 2.07

E. FEE

F. MISC

**2013/14 PROPERTY TAXES**

\$ 8,496.70

G. MISC

**CERTIFIED MAIL FEES**

\$ 12.22

H. MISC

**TOTAL AMOUNT DUE:**

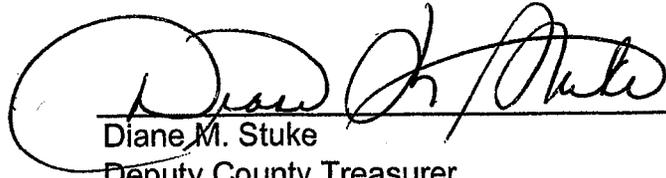
**\$ 60,175.16** 2.07

**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.

31-Jan-14



\_\_\_\_\_  
Diane M. Stuke  
Deputy County Treasurer

\*\*Interest and penalty computed to  
and including 07/30/14

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X

1188

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

**THE ESTATE OF PETRA TRIVONE, STEVEN ORTIZ EXECUTOR**  
**0200-708.00-04.00-036.000**

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)

<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

10. Typed Name & Title of Preparer

Signature of Preparer

Date

Peter Belyea

PEILTOMB



PEILTOMB

2-4-14

2/9/14

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

1188

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

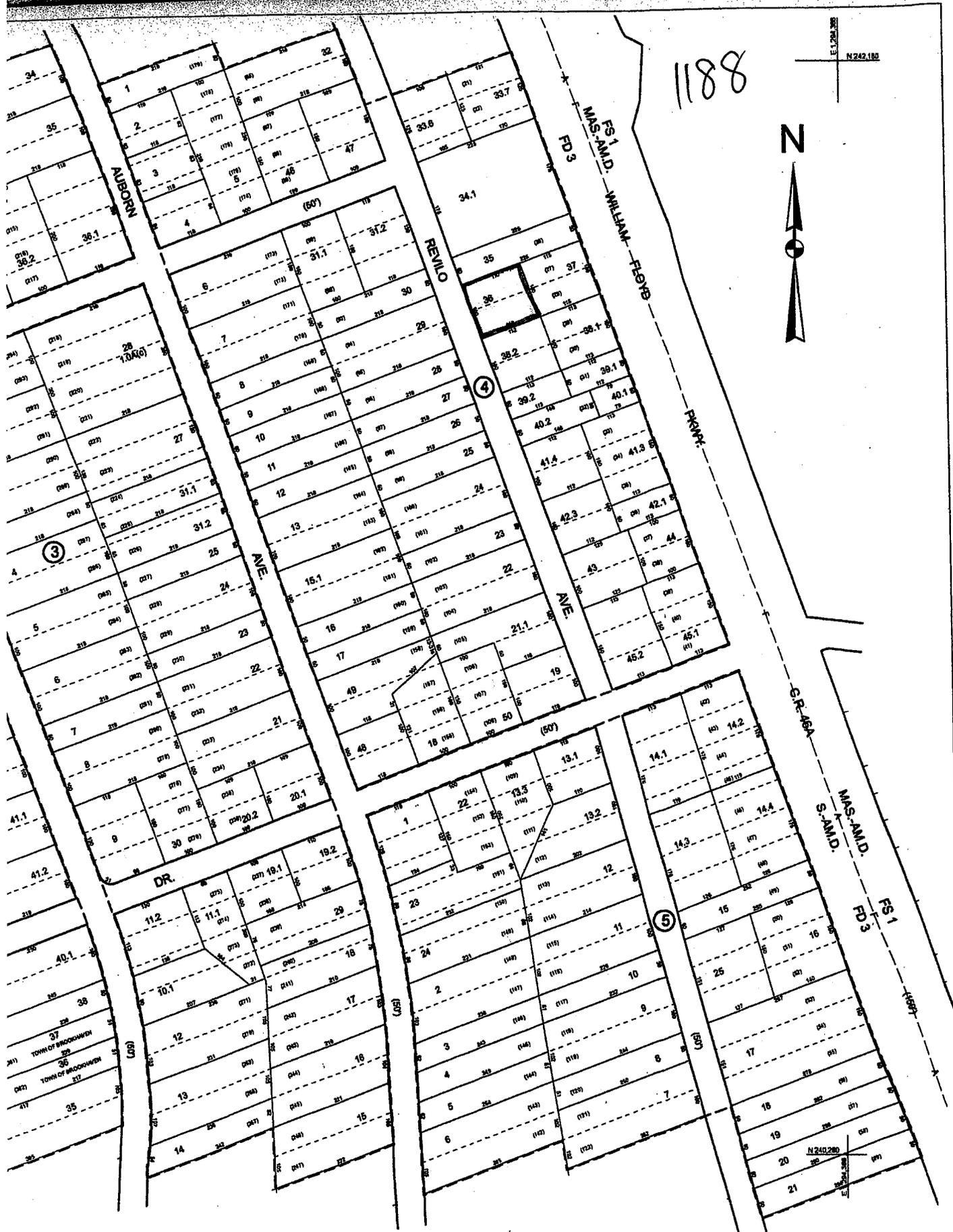
	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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



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N 242.180

N 240.200

**NOTICE**

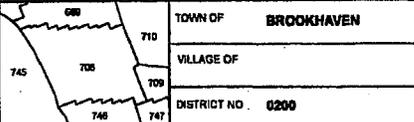
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.



**COUNTY OF SUFFOLK** ©  
**Real Property Tax Service Agency**  
 County Center Riverhead, N Y 11801



KEY  
M  
A  
P



TOWN OF **BROOKHAVEN**  
 VILLAGE OF  
 DISTRICT NO. **0200**

SECTION NO

**708**

PROPERTY MAP

21

40°51'00"

20

40°50'15"

19

40°49'30"

18

40°48'45"

17

72°55'30"

W1

72°54'45"

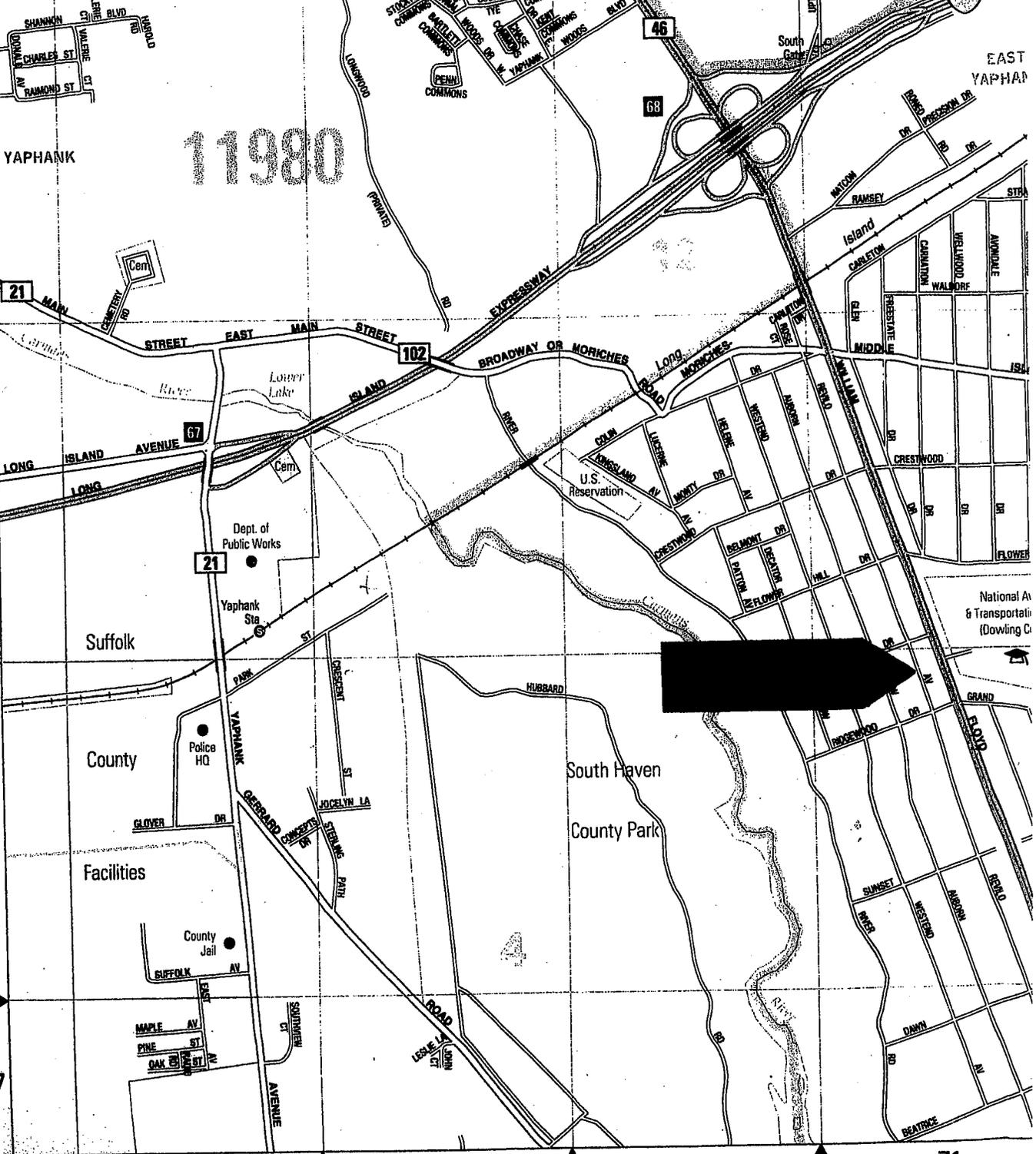
X1

72°54'00"

Y1

72°53'15"

Z1



Joins Map 27

Joins Map 34

COUNTY OF SUFFOLK



1188

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

February 7, 2014

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

Re: Tax Map No. 0200-708.00-04.00-036.000  
THE ESTATE OF PETRA TRIVONE, STEVEN ORTIZ EXECUTOR

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)

1189

Introductory Resolution No. -2014  
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 3/4/14

**RESOLUTION NO. - 2014, ACCEPTING AND APPROPRIATING A GRANT AWARD FROM THE STATE UNIVERSITY OF NEW YORK, FOR A COMMUNITY COLLEGE WORKFORCE DEVELOPMENT TRAINING PROGRAM FOR COLLEGE RESOURCES FOR EMPLOYER-SUPPORTED TRAINING (CREST), 84% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE**

**WHEREAS**, Suffolk County Community College has received a grant award in the amount of \$12,636 from The State University of New York, for a Community College Workforce Development Training Program for College Resources for Employer-Supported Training (CREST), for the period of November 19, 2013 through August 05, 2014; and

**WHEREAS**, the program will provide staff with on-site courses in teamwork, leadership and management skills training that will create a professional and positive environment for advancement and effective change for the employees of BJJ Electronics, Inc.; and

**WHEREAS**, matching funds in the amount of \$2,400, provided by BJJ Electronics, Inc. will increase the total of \$15,036, including indirect costs; and

**WHEREAS**, the Board of Trustees of Suffolk County Community College accepted the grant on January 16, 2014 by Resolution No. 2014.06; and

**WHEREAS**, the College anticipates spending the \$15,036, in accordance with the terms of said grant award before August 05, 2014; now therefore be it

**1<sup>st</sup> RESOLVED**, that said grant award from The State University of New York, for a Community College Workforce Development Training Program for College Resources for Employer-Supported Training (CREST) in the amount of \$12,636, including \$2,506 in indirect costs, be accepted; and be it further

**2<sup>nd</sup> RESOLVED**, the cash match from BJJ Electronics, Inc. in the amount of \$2,400 be accepted for the operation of the Community College Workforce Development Training Grant Program for BJJ Electronics, Inc.; and be it further

**3<sup>rd</sup> RESOLVED**, that said program, in the amount of \$15,036, including \$2,506 in indirect costs, be appropriated for the operation of the project as follows:

<u>REVENUES:</u>	<u>AMOUNT:</u>
State Grant: WDT: CREST: GT58-GT5814-543319-G000	\$ 12,636
Grant Match: WDT: CREST: GT58-GT5814-542574-G000	\$ 2,400

<u>APPROPRIATIONS:</u>	<u>AMOUNT:</u>
WDT: CREST 13-14: GT58-GT5814	\$ 12,530

Suffolk County Community College  
CREST  
GT58-GT5814

611000-Personal Services  
611130-Temporary Salaries

\$11,640  
11,640

628000-Employee Benefits  
628330-Social Security

\$ 890  
890

DATED:

APPROVED BY:

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

1189

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** Accepting and Appropriating a Grant Award from The State University of New York for a Community College Workforce Development Training Program for College Resources for Employer-Supported Training (CREST), 84% reimbursed by State Funds at Suffolk County Community College

**PURPOSE OR GENERAL IDEA OF BILL:** To accept and appropriate a grant award from The State University of New York in the amount of \$12,636, including indirect costs and cash match from BJB Electronics, Inc., in the amount of \$2,400, for a Community College Workforce Development Training Program for College Resources for Employer-Supported Training (CREST), during the 2013-2014 fiscal year

**SUMMARY OF SPECIFIC PROVISIONS:** This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant award from The State University of New York, in the amount of \$12,636, including indirect costs and cash match from BJB Electronics, Inc., in the amount of \$2,400, for a Community College Workforce Development Training Program for College Resources for Employer-Supported Training (CREST).

**JUSTIFICATION:** This project will provide staff with on-site courses in teamwork, leadership, and management skills training that will create a professional and positive environment for advancement and effective change in this dynamic company. This proposal seeks to expand CREST from support for degree programs to professional development. By providing outcome-based, on-site professional advancement and leadership training that leads to career advancement opportunities for 35 employees who have recently assumed entry level management positions, productivity and morale will increase.

**FISCAL IMPLICATIONS:** None



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# Suffolk

COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES

January 16, 2014

**RESOLUTION NO. 2014.06 ACCEPTING A GRANT AWARD FROM THE STATE UNIVERSITY OF NEW YORK, FOR A COMMUNITY COLLEGE WORKFORCE DEVELOPMENT TRAINING PROGRAM FOR COLLEGE RESOURCES FOR EMPLOYER-SUPPORTED TRAINING (CREST)**

**WHEREAS**, Suffolk County Community College has received a grant award in the amount of \$12,636, from The State University of New York, for a Community College Workforce Development Training Program for College Resources for Employer-Supported Training (CREST), for the period of November 19, 2013 through August 05, 2014, and

**WHEREAS**, the program will provide staff with on-site courses in teamwork, leadership and management skills training that will create a professional and positive environment for advancement and effective change for the employees of BJB Electronics, Inc. , and

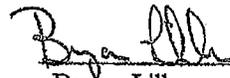
**WHEREAS**, matching funds in the amount of \$2,400, provided by BJB Electronics, Inc. will increase the total to \$15,036, including indirect costs, be it therefore

**RESOLVED**, that the matching funds, in the amount of \$2,400, provided by BJB Electronics, be accepted for the operation of the Community College Workforce Development Training Program, and be it further

**RESOLVED**, that a grant award, in the amount of \$12,636, including indirect costs, from The State University of New York, for a Community College Workforce Development Training Program for College Resources for Employer-Supported Training (CREST) during the 2013-2014 fiscal year, for the period of November 19, 2013 through August 05, 2014, is hereby accepted, and the College President, or his designee, is authorized to execute a contract, with the administering agency.

Project Director: Nina A. Leonhardt

Note: No full-time personnel  
In-kind contribution - BJB Electronics, Inc.

  
Bryan Lilly  
Secretary

Central Administration  
533 College Road  
Selden, NY 11784-2899  
(631) 451-4112

Ammerman Campus  
533 College Road  
Selden, NY 11784-2899  
(631) 451-4110

Western Campus  
Crooked Hill Road  
Brentwood, NY 11717-1092  
(631) 851-8700

Eastern Campus  
121 Speonk-Riverhead Road  
Riverhead, NY 11901-3499  
(631) 548-2500

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Board of Trustees Meeting  
Date: January 16, 2014

ABSTRACT

Grant Proposal \_\_\_\_\_ Grant Award X

Funding Source           The State University of New York  
                                  Community College Workforce Development Training Program

Project Title:           College Resources for Employer-Supported Training (CREST)

Project Director:       Nina A. Leonhardt

Project Period:         November 19, 2013 through August 5, 2014

Campus:                 Central

Amount of Award:       \$ 12,636

Match/Fees:             \$ 2,400 BJG Electronics, Inc.

Total Program Budget:   \$ 15,036

In-kind Contribution:     \$ 2,340 BJG Electronics, Inc.

Full-Time Positions/Reassigned Time:       none

No. of Students to be Served:               35

Type of Student to be Served:             BJG, Electronics, Inc. employees

Description of Project:

This project will provide staff with on-site courses in teamwork, leadership, and management skills training that will create a professional and positive environment for advancement and effective change in this dynamic company. This proposal seeks to expand CREST from support for degree programs to professional development. By providing outcome-based, on-site professional advancement and leadership training that leads to career advancement opportunities for 35 employees who have recently assumed entry level management positions, productivity and morale will increase.



The State University of New York

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Johanna Duncan-Poitier  
Senior Vice Chancellor  
for Community Colleges  
and the Education Pipeline

State University Plaza  
Albany, New York 12246

www.suny.edu

MEMORANDUM

November 19, 2013

TO: President Shaun McKay

FROM: Johanna Duncan-Poitier

SUBJECT: REVISED - Workforce Development Training Grant

From: Suffolk Community College

Company Name(s) and/or Project Title(s) and Amount(s):

College Resources for Employer-Supported Training (CREST)	\$12,636.00
Country Life Vitamins - Phase 2	\$10,748.70
Creating a Culture of Leadership for Developmental Disabilities Providers	\$18,118.08
Meeting the Need in Allied Health: Working with and Serving the Latino Population	\$11,664.00
Sea Tow Services, International	\$16,038.00

I am pleased to inform you that your contract training proposal(s) named above has been approved for funding. The projects may commence immediately.

Please note that this award is from FY 2014 funding and therefore the program must be concluded and all funds expended and invoiced no later than August 5, 2014. A final report should be submitted with your final invoice. (The report format is in the program guidelines sent earlier.)

You may request 50% of the approved funding in advance to support project startup and operation by submitting an invoice according to your own standard format. (Please make the invoice to SUNY and include an invoice number for reference, the name of the company, the date, your college name and authorized signature.) Send it to Antoniette Trelle, Office of Community Colleges and the Education Pipeline, State University of New York, SUNY Plaza, S424, Albany, New York 12246. The balance of the project funding will be paid at the conclusion of the project upon submittal of a final invoice and the final project report.

At the beginning of April, all projects will be reviewed and funds may be de-obligated from projects not operating according to plan and re-committed to other projects. Campuses may voluntarily de-obligate funds that will not be completely spent or may

To Learn  
To Search  
To Serve

the Power of



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request that unspent funds be re-obligated to other projects. This policy ensures that the available funds will be fully utilized.

As we are often requested to provide a report on the program for the Governor and Legislature, we will continue to be looking for substantive final reports which emphasize specific program outcomes and benefits.

If you need any additional assistance, please contact Jay Quaintance at 518.320.1373, [jay.quaintance@suny.edu](mailto:jay.quaintance@suny.edu).

We would like to thank our Governor and Legislators who continue to support this important program which has a significant statewide impact. Best wishes for the success of your project and thank you for your ongoing efforts to serve the employers of your region.

cc: Jay Quaintance  
Business Office: Joy Branahl  
Project Contact(s): Nina Leonhardt, Maureen Arma

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# Suffolk

COUNTY COMMUNITY COLLEGE

College Administrative Offices  
Office of Continuing Education

August 28, 2013

Assistant Vice Chancellor for Community Colleges  
State University of New York  
SUNY Plaza 8411C  
Albany, NY 12246

Dear Assistant Vice Chancellor:

Attached please find three (3) SUNY Community College Workforce Development Training proposals from the Office of Continuing Education at Suffolk County Community College (SCCC). The first proposed project is *Creating a Culture of Leadership for Developmental Disabilities Providers*. The second proposed project is *Meeting the Need in Allied Health: Working with and Serving the Latino Population*. Finally, the third proposed project is *College Resources for Employer-Supported Training (CREST)*.

*Creating a Culture of Leadership for Developmental Disabilities Providers* will provide onsite training for allied health direct care staff. Courses will address teamwork, leadership and management skills training that will create a professional and positive environment for advancement and effective change in a field with increasing demands placed on its workforces. Training will lead to a clear career pathway for 100 employees that provide allied health services, many with caretakers who are Spanish-speaking. Note that Suffolk County suffers from limited-qualified staff with an ever increasing population, including Spanish speakers, requiring service. Traditionally, the employee turnover rate for staff exceeds 25% each year, leading to inefficient operations and a loss of valuable field-based experience, continuity and, most importantly, consistent care. By providing outcomes-based, on-site professional advancement and leadership training that leads to secure career placement and advancement opportunities for 100 employees who have recently assumed entry level education or facilities management positions, turnover will be reduced while productivity and care will increase. In addition, employees will build a skill set that is recognized as a national priority.

*Meeting the Needs of Healthcare Providers: Working with and Serving the Latino Population* will improve communication with both the Latino worker in the healthcare setting and the care of Latino patients and their families. Latinos represent the fastest growing segment of Long Island's population. According to the U.S. Census Bureau, the Latino population represented 17% of the total Suffolk County population in 2012, an increase of 3.7% from 2009. Although the Patient Protection and Affordable Care Act and the Health Insurance Portability and Accountability Act (HIPAA) mandate privacy and accessible care, the proposed participating hospitals have very few bilingual employees leading to possible compliance issues in addition to inappropriate treatment of patients and families. By providing outcomes-based, on-site Spanish-English language training that leads to secure career placement and advancement for 40 employees, productivity, efficiency and patient care will increase.

*College Resources for Employer-Supported Training (CREST)* will provide staff with on-site courses in teamwork, leadership and management skills training that will create a professional and positive environment for advancement and effective change in this dynamic company. BJG Electronics has a history of investing in its employees; the company was honored with the 2013 Association for Continuing Higher Education (ACHE) Northeast Metropolitan Region Exceptional Program Award for its employer-sponsored tuition support program. This proposal seeks to expand CREST from support for degree programs to professional development. By providing outcomes-based, on-site professional advancement and leadership training that leads to career advancement opportunities for 35 employees who have recently assumed entry level management positions, productivity and morale will increase.

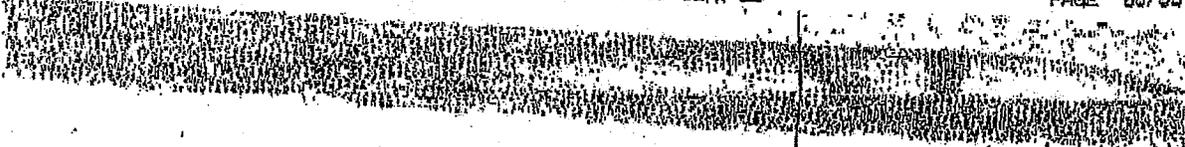
Central Administration  
555 College Road  
Selden, NY 11784-2889  
(631) 451-4112

Ammerman Campus  
533 College Road  
Selden, NY 11784-2889  
(631) 451-4110

Michael J. Grant Campus  
Crooked Hill Road  
Brookwood, NY 11717-1082  
(631) 651-6700

Eastern Campus  
121 Speck-Riverhead Road  
Riverhead, NY 11801-3499  
(631) 648-2500

1189



# Suffolk

The parties agree to hold before the court the documents with reference to this and to the extent of their respective obligations in respect of these matters and will advise with reference to the court's decision to take the necessary steps to comply with any order made by the court.

We do not intend to withdraw from the court to conduct the trial of any of the issues in this case and to the extent of our obligations to the court we will comply with any order made by the court.

Witness my hand and seal this 28th day of August 2013.

For the Plaintiff

*[Signature]*  
[Name]  
[Address]

*[Signature]* **Manuel M. Corbuzo P.A.C. Inc.**  
[Address]

*[Signature]*  
[Name]  
[Address]

*[Signature]* **Manuel M. Corbuzo P.A.C. Inc.**  
[Address]

[Redacted text]

1189

# Suffolk

COUNTY COMMUNITY COLLEGE

To: ✓ John Schneider, Deputy County Executive  
Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intergovernmental Relations

From: Gail Vizzini, V. P. for Business and Financial Affairs

Date: February 07, 2014

Subject: Request for a Resolution Accepting and Appropriating a Grant Award for a Suffolk County Community College Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award for a program at Suffolk County Community College.

Proposal      Grant Award       Subcontract

Project Name: College Resources for Employer-Supported Training (CREST)

Funding Source: The State University of New York  
Community College Workforce  
Development Training Program

Amount of Grant: \$ 12,636

BJG Electronics: \$ 2,400

Full Time Positions: None

Please call me if there are questions regarding this request.  
An e-mail version of the resolution was sent to CERESOREVIEW:  
**File names: Reso-SCCC-CREST Award 14.docx**  
**Backup-SCCC-CREST Award 14-SCIN 175A.docx**

Cc: Nina A. Leonhardt, Project Director  
John Bullard, Jr., Associate Dean for Financial Affairs

Central Administration  
533 College Road  
Selden, NY 11784-2899  
(631) 451-4112

Ammerman Campus  
533 College Road  
Selden, NY 11784-2899  
(631) 451-4110

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Crooked Hill Road  
Brentwood, NY 11717-1092  
(631) 851-6700

Eastern Campus  
121 Speonk-Riverhead Road  
Riverhead, NY 11901-3499  
(631) 548-2500



**ELECTRONICS, INC.**

*A Woman-Owned Small Business*

1189

Ms. Nina Leonhardt  
Office of Continuing Education  
Suffolk County Community College  
533 College Road  
Selden, NY 11784

Dear Ms. Leonhardt,

As Human Resource at BJJ Electronics, Inc. located in Ronkonkoma, New York, I would like to express our interest in participating in the SUNY Workforce Development Grant for the 2013-2014 year. This grant, offering Management and Leadership courses, will improve the effectiveness and efficiency of our organization. This training will be advantageous to all our employees.

We are committed to providing our associates with developmental courses that make them valuable to our organization as well as to the outside community. This is an investment where all concerned benefit.

I thank you for considering BJJ Electronics, Inc. for participating in this worthwhile program. Once again, this program will be very useful to all the people we serve and to the community at large.

Sincerely,

Deborah Byrd  
Manager, Human Resources  
BJJ Electronics, Inc.  
141 Remington Blvd.  
Ronkonkoma, NY 11779  
ph 631-820-3590  
fx: 631-737-3888  
email: dbyrd@bjgelectronics.com

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State University of New York  
Community College Workforce Development Training Grants Program  
Request for Funding Approval

<b>College</b>  <b>Project Title</b>	<b>Suffolk County Community College</b>  <i>College Resources for Employer-Supported Training (CREST)</i>	
<b>College Contact:</b> <b>Name</b> <b>Phone / FAX</b> <b>E-Mail</b>	<b>Nina Leonhardt, Associate Dean of Continuing Education</b> <b>631.451.4607/631.451.4808</b> <b>leonhan@sunysuffolk.edu</b>	
<b>Contracting Firm or Organization:</b> <b>Co. Name</b> <b>Address</b> <b>(or Consortium Partners)</b>  <b>Contact Person &amp; Title</b> <b>Phone / FAX</b> <b>E-Mail</b> <b>Principle Product/Service</b> <b>Number of Employees</b>	<b>BJG Electronics, Inc</b> <b>141 Remington Boulevard</b> <b>Ronkonkoma, NY 11779</b>  <b>Deborah Byrd, Human Resources Manager</b> <b>631-737-1234/631-737-3888</b> <u><b>dburd@bjgelectronics.com</b></u> <b>Electronics components manufacturer</b> <b>192 employees</b>	
<b>Purpose, Strategy and Planned Outcomes</b> (check all that apply and enter estimated total for category)	<b>Purpose(s):</b> Assist firm/organization locating to or newly located in NYS _____ Assist new startup _____ Support co. expansion <u>  X  </u> Support improvement (productivity, Sales, product, quality, efficiency, Profitability, etc.) <u>  X  </u> Support co. retention in NYS <u>  X  </u> Support job retention <u>  X  </u> Other _____ Campus Consortium Project _____	<b>Strategy:</b> New employees To be trained # <u>  10  </u>  Incumbent workers' Skills to be upgraded # <u>  25  </u> Other _____  <b>Estimated Outcomes:</b> Jobs to be created # _____ Jobs to be retained # <u>  35  </u> Other <u>  Increase in job skills; productivity; career advancement for employees</u>
<b>NYS Legislators:</b> <b>Senator(s):</b> <b>Assembly Rep(s):</b>	<b>Phil Boyle</b> <b>Al Graf</b>	

**State University of New York  
Community College Workforce Development Training Grants Program  
Request for Funding Approval**

Project Budget	Project Costs *	Funding Sources																																
<p style="text-align: right;">6843 - 4819 - <u>2024 =</u> 12,530 - <u>2506 =</u> 15,036 -</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td>Personal Svc.</td> <td style="text-align: right;">7,100</td> <td style="text-align: right;">.5461</td> </tr> <tr> <td>Other than Personal Svc.</td> <td style="text-align: right;">5,000</td> <td style="text-align: right;">.3846</td> </tr> <tr> <td>Employee Benefits</td> <td style="text-align: right;">900</td> <td style="text-align: right;">.06923</td> </tr> <tr> <td>Sub-total Direct Costs</td> <td style="text-align: right;">13,000</td> <td style="text-align: right;">.8333</td> </tr> <tr> <td>Indirect Costs** 20%</td> <td style="text-align: right;">2,600</td> <td style="text-align: right;">.1666</td> </tr> <tr> <td><b>TOTAL PROJECT</b></td> <td style="text-align: right;"><b>15,600</b></td> <td></td> </tr> </table> <p>*Actual costs of training, excluding in-kind contributions such as employee training wages/release time. Total Project cost may exceed the SUNY grant amount and must equal "Total Project" under Funding Sources.</p> <p>** Maximum 20% of direct costs</p>	Personal Svc.	7,100	.5461	Other than Personal Svc.	5,000	.3846	Employee Benefits	900	.06923	Sub-total Direct Costs	13,000	.8333	Indirect Costs** 20%	2,600	.1666	<b>TOTAL PROJECT</b>	<b>15,600</b>		<table style="width: 100%; border-collapse: collapse;"> <tr> <td>Employer Cash (min. 10% of total project)</td> <td style="text-align: right;">\$ 2,400</td> </tr> <tr> <td>SUNY Grant (max. 90% of total project***)</td> <td style="text-align: right;">\$ 13,200</td> </tr> <tr> <td>Other cash sources</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td><b>TOTAL PROJECT</b></td> <td style="text-align: right;"><b>\$ 15,600</b></td> </tr> </table> <p>Plus In-kind **** (15% of total project)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Release time</td> <td style="text-align: right;">\$ 1,700</td> </tr> <tr> <td>Supplies/materials</td> <td style="text-align: right;">\$ 640</td> </tr> <tr> <td><i>Remain Same</i></td> <td style="text-align: right;">2340 -</td> </tr> </table> <p>***up to \$50,000</p> <p>**** Cash plus in-kind should equal 25% or more of total project</p>	Employer Cash (min. 10% of total project)	\$ 2,400	SUNY Grant (max. 90% of total project***)	\$ 13,200	Other cash sources	\$ 0	<b>TOTAL PROJECT</b>	<b>\$ 15,600</b>	Release time	\$ 1,700	Supplies/materials	\$ 640	<i>Remain Same</i>	2340 -
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<p>Project Operating Period</p>	<p>September 15, 2013- August 5, 2014</p>																																	
<p><b>Project Description: Background, Objectives, Activities, Evaluation</b> (attach separate sheet[s] as needed)</p>	<p><b>Background/Goals:</b> This project will provide staff with on-site courses in teamwork, leadership and management skills; training that will create a professional and positive environment for advancement and effective change in this dynamic company. B.J.G Electronics has a history of investing in its employees; the company was honored with the 2013 Association for Continuing Higher Education (ACHE) Northeast Metropolitan Region Exceptional Program Award for its employer-sponsored tuition support program. This proposal seeks to expand CREST from support for degree programs to professional development. By providing outcomes-based, on-site professional advancement and leadership training that leads to career advancement opportunities for 35 employees who have recently assumed entry level management positions, productivity and morale will increase.</p> <p><b>Objectives</b> Employees who complete the <i>College Resources for Employer-Supported Training (CREST)</i> courses will be able to</p> <ul style="list-style-type: none"> <li>➤ Manage and lead their area of responsibility efficiently and effectively;</li> <li>➤ Set realistic and appropriate goals for themselves and their subordinates;</li> <li>➤ Manage conflict in their work environment;</li> <li>➤ Interview, hire, supervise and evaluate direct reports; and</li> <li>➤ Facilitate meetings, focus groups and team building seminars.</li> </ul> <p>In addition, 75% of successful participants will</p> <ul style="list-style-type: none"> <li>➤ Remain with their employer for at least two years and</li> <li>➤ Advance in job title and compensation.</li> </ul> <p><b>Activities</b></p> <ul style="list-style-type: none"> <li>➤ Recruit 3 cohorts of employees.</li> <li>➤ Assess prospective students.</li> </ul> <p>Enroll 10 new employees and 25 incumbent employees in components of <i>CREST</i> during the project period. Course outlines are attached.</p> <ul style="list-style-type: none"> <li>▪ Problem Solving &amp; Team Building (3 hours);</li> <li>▪ Setting Positive Goals in the Workplace (3 hours);</li> <li>▪ Managing Disagreement Constructively (6 hours);</li> <li>▪ Basics of Supervision (12 hours);</li> <li>▪ Effective Interviewing (6 hours);</li> </ul>																																	

**State University of New York  
Community College Workforce Development Training Grants Program  
Request for Funding Approval**

	<ul style="list-style-type: none"><li>▪ Basic Principles of Evaluation (6 hours);</li><li>▪ Facilitator Training (10 hours); and</li><li>▪ Running an Effective Meeting (2 hours).</li></ul> <p>➤ Students who successfully complete courses will receive certificates of completion.</p> <p><b>Evaluation</b></p> <ul style="list-style-type: none"><li>➤ Ongoing formative and summative elements.</li><li>➤ Emphasis on student performance and reflection.</li></ul> <p>Instruments to assess program will be administered to project stakeholders – students, faculty and employers.</p>
<b>Send to:</b>	Assistant Vice Chancellor for Community Colleges State University of New York SUNY Plaza S411C Albany, NY 12246

State University of New York  
Community College Workforce Development Training Grants Program  
Request for Funding Approval

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**Proposed SUNY Workforce Development Course Outlines:**  
*College Resources for Employer-Supported Training (CREST)*

**Problem Solving & Team Building (3 hours)**

- I. Designing a Successful Blueprint for your Team
  - A. The Purpose of a Blueprint
  - B. Increasing Productivity through Teamwork
  - C. The Benefits of Team Building
- II. Building a Strong Foundation
  - A. Taking Time to Plan
  - B. Establishing Accountability
- III. Constructing a Solid Framework.
  - A. Assembling your Team
  - B. Combining Various Behavior Styles
  - C. Building a Solid Team through Training
- IV. Developing strategies for Long-range Vision and Problem Solving

**Setting Positive Goals in the Workplace (3 hours)**

- I. What is a Goal?
- II. Who Sets Goals?
  - A. The Individual's Role
  - B. Management's Role
  - C. How are Goals Set? - The Four-Task Process
- III. Goal Achievement

**Managing Disagreement Constructively (6 hours)**

- I. Understanding Conflict Management
  - A. Nine Approaches to Managing Disagreement
- II. Process of Managing Disagreement
  - A. Diagnostic Exploration
  - B. Planning
  - C. Preparing
  - D. Implementing
- III. How to Manage Conflict with More Skill and Confidence
- IV. Tips for Managing Disagreements

**The Basics of Supervision (12 hours)**

- I. Communication
  - A. Definition and purpose
  - B. Major channels
  - C. Benefits and barriers
  - D. Strategies to overcome barriers
- II. Motivational Principles
  - A. Understanding behavior
  - B. Motivational theory
  - C. Coping with difficult people
  - D. Stimulating employees
- III. Problem Solving & Decision-Making
  - A. Importance
  - B. Types of decisions

**State University of New York  
Community College Workforce Development Training Grants Program  
Request for Funding Approval**

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- C. Steps to problem solving and decision-making
- IV. Positive Discipline and Reward
  - A. Importance
  - B. Process
  - C. Documentation

**Effective Interviewing (6 hours)**

- I. Importance
- II. Basic Approaches
  - A. Directive
  - B. Non-directive
  - C. Blend
- III. EEO/ Corporate Guidelines
- IV. Physical Setting
- V. Opening the Interview
- VI. Asking Effective Questions
- VII. Closing the Interview

**Basic Principles of Evaluation (6 hours)**

- I. Need for Performance Appraisals
- II. Types
  - A. Traditional
  - B. Peer
  - C. 360°
  - D. Self-Evaluations
- III. Timing the Appraisals
- IV. Following a Formal Process
  - A. Format/Written Appraisal
  - B. Appraisal Meeting

**Facilitator Training (10 hours)**

- I. Introduction and Purpose
- II. Approach and Techniques
- III. Setting Ground Rules
- IV. Using Visuals
- V. Process
  - A. Forming Teams
  - B. Brainstorming
  - C. Generating Ownership
  - D. Reporting Out
- VI. Maintaining Motivation, Managing Dysfunction, Maintaining Focus
- VII. Building Consensus
- VIII. Systematic Problem Solving and Practice
- IX. Evaluation and Implementation Planning

**Running an Effective Meeting (2 hours)**

- I. Importance and Elements of an Effective Meeting
- II. Strategies for Running an Effective Meeting

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

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

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Submitting Department  
(Dept. Name & Location):

Department Contact Person  
(Name & Phone No.):

SUFFOLK COUNTY COMMUNITY COLLEGE

Henrietta Ytuarte  
Accountant – (631) 451-4124

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Suggestion Involves:

Technical Amendment

New Program

Grant Award

Subcontract

---

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

The operating costs for the project are not included in the College budget

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

Not Applicable

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PLEASE FILL IN REVERSE SIDE OF FORM

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

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Introductory Resolution No. -2014  
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 3/4/14

**RESOLUTION NO. - 2014, ACCEPTING AND APPROPRIATING A GRANT AWARD FROM THE STATE UNIVERSITY OF NEW YORK, FOR A COMMUNITY COLLEGE WORKFORCE DEVELOPMENT TRAINING PROGRAM FOR SEA TOW SERVICES, INTERNATIONAL, 88% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE**

**WHEREAS**, Suffolk County Community College has received a grant award in the amount of \$16,038 from The State University of New York, for a Community College Workforce Development Training Program for Sea Tow Services, International, for the period of November 19, 2013 through August 05, 2014; and

**WHEREAS**, the program will provide staff with on-site courses in teamwork, leadership and management skills training that will create a professional and positive environment for advancement and effective change for the employees of Sea Tow Services, International; and

**WHEREAS**, matching funds in the amount of \$2,200, provided by Sea Tow Services, International will increase the total of \$18,238, including indirect costs; and

**WHEREAS**, the Board of Trustees of Suffolk County Community College accepted the grant on January 16, 2014 by Resolution No. 2014.09; and

**WHEREAS**, the College anticipates spending the \$18,238, in accordance with the terms of said grant award before August 05, 2014; now therefore be it

**1<sup>st</sup> RESOLVED**, that said grant award from The State University of New York, for a Community College Workforce Development Training Program for Sea Tow Services, International in the amount of \$16,038 including \$1,823 in indirect costs, be accepted; and be it further

**2<sup>nd</sup> RESOLVED**, the cash match from Sea Tow Services, International in the amount of \$2,200 be accepted for the operation of the Community College Workforce Development Training Grant Program for Sea Tow Services, International; and be it further

**3<sup>rd</sup> RESOLVED**, that said program, in the amount of \$18,238, including \$1,823 in indirect costs, be appropriated for the operation of the project as follows:

<u>REVENUES:</u>	<u>AMOUNT:</u>
State Grant: WDT: Sea Tow Services, Int. GT59-GT5914-543320-G000	\$ 16,038
Grant Match: WDT: Sea Tow Services, Int. GT59-GT5914-542575-G000	\$ 2,200
 <u>APPROPRIATIONS:</u>	 <u>AMOUNT:</u>
WDT: Sea Tow Services, International 13-14: GT59-GT5914	\$ 16,415

Suffolk County Community College  
Sea Tow Services, International  
GT59-GT5914

<u>611000-Personal Services</u>	<u>\$15,248</u>
611130-Temporary Salaries	2,973
611170-Part-Time Instructors	12,275
<u>628000-Employee Benefits</u>	<u>\$ 1,167</u>
628330-Social Security	1,167

DATED:

APPROVED BY:

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

1190

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** Accepting and Appropriating a Grant Award from The State University of New York for a Community College Workforce Development Training Program for Sea Tow Services, International, 88% reimbursed by State Funds at Suffolk County Community College

**PURPOSE OR GENERAL IDEA OF BILL:** To accept and appropriate a grant award from The State University of New York in the amount of \$16,038, including indirect costs and cash match from Sea Tow Services, International, in the amount of \$2,200, for a Community College Workforce Development Training Program for Sea Tow Services, International, during the 2013-2014 fiscal year

**SUMMARY OF SPECIFIC PROVISIONS:** This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant award from The State University of New York, in the amount of \$16,038, including indirect costs and cash match from Sea Tow Services, International, in the amount of \$2,200, for a Community College Workforce Development Training Program for Sea Tow Services, International.

**JUSTIFICATION:** Sea Tow Services, International is a well-known name to boat and yacht owners around the world. Like Emergency Road Service for automobile drivers, Sea Tow Provides emergency towing, fuel drops, jump starts and prop disentanglement across Long Island and around the world. Located approximately 100 miles east of Manhattan, Sea Tow was founded by Captain Joseph Frohnhoefer in 1983 after the Coast Guard stopped responding to non-emergency calls from private boaters. The bulk of Sea Tow's employees work in the area of customer service; taking service related calls from members. Membership recruitment and retention have been identified as two areas of needed improvement. This first year of funding will provide the foundation needed to build an enhanced membership recruitment and retention program. Computer skills training is planned for the entire company and will directly benefit Sea Tow in creating customer databases, communicating professionally with its customers, by phone and email, as well as providing its leaders with basic Supervisory skills.

**FISCAL IMPLICATIONS:** None



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# Suffolk

COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES

January 16, 2014

**RESOLUTION NO. 2014.09 ACCEPTING A GRANT AWARD FROM THE STATE UNIVERSITY OF NEW YORK, FOR A COMMUNITY COLLEGE WORKFORCE DEVELOPMENT TRAINING PROGRAM FOR SEA TOW SERVICES, INTERNATIONAL**

**WHEREAS**, Suffolk County Community College has received a grant award in the amount of \$16,038, from The State University of New York, for a Community College Workforce Development Training Program for Sea Tow Services, International, for the period of November 19, 2013 through August 05, 2014, and

**WHEREAS**, the program will provide staff with on-site courses in teamwork, leadership and management skills training that will create a professional and positive environment for advancement and effective change for the employees of Sea Tow Services, International, and

**WHEREAS**, matching funds in the amount of \$2,200, provided by Sea Tow Services, International will increase the total to \$18,238, including indirect costs, be it therefore

**RESOLVED**, that the matching funds, in the amount of \$2,200, provided by Sea Tow Services, International be accepted for the operation of the Community College Workforce Development Training Program, and be it further

**RESOLVED**, that a grant award, in the amount of \$16,038, including indirect costs, from The State University of New York, for a Community College Workforce Development Training Program for Sea Tow Services, International during the 2013-2014 fiscal year, for the period of November 19, 2013 through August 05, 2014, is hereby accepted, and the College President, or his designee, is authorized to execute a contract, with the administering agency.

Project Director: Maureen Arma

Note: No full-time personnel

In-kind contribution- Sea Tow Services, International

  
Bryan Lilly  
Secretary

Central Administration  
533 College Road  
Selden, NY 11784-2899  
(631) 451-4112

Ammerman Campus  
533 College Road  
Selden, NY 11784-2899  
(631) 451-4110

Western Campus  
Crooked Hill Road  
Brentwood, NY 11717-1092  
(631) 851-6700

Eastern Campus  
121 Speonk-Riverhead Road  
Riverhead, NY 11901-3499  
(631) 548-2500

ABSTRACT

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Grant Proposal \_\_\_\_\_

Grant Award X

Funding Source The State University of New York  
Community College Workforce Development Training Program

Project Title: Sea Tow Services, International

Project Director: Maureen Arma

Project Period: November 19, 2013 through August 5, 2014

Campus: Grant/Central

Amount of Award: \$ 16,038

Match/Fees: \$ 2,200 Sea Tow Services, International

Total Program Budget: \$ 18,238

In-kind Contribution: \$ 0

Full-Time Positions/Reassigned Time: none

No. of Students to be Served: N/A

Type of Student to be Served: Sea Tow Services, International employees

Description of Project:

Sea Tow Services, International is a well-known name to boat and yacht owners around the world. Like Emergency Road Service for automobile drivers, Sea Tow Provides emergency towing, fuel drops, jump starts and prop disentanglement across Long Island and around the world. Located approximately 100 miles east of Manhattan, Sea Tow was founded by Captain Joseph Frohnhoefer in 1983 after the Coast Guard stopped responding to non-emergency calls from private boaters. The bulk of Sea Tow's employees work in the area of customer service; taking service related calls from members. Membership recruitment and retention have been identified as two areas of needed improvement. This first year of funding will provide the foundation needed to build an enhanced membership recruitment and retention program. Computer skills training is planned for the entire company and will directly benefit Sea Tow in creating customer databases, communicating professionally with its customers, by phone and email, as well as providing its leaders with basic Supervisory skills.



The State University of New York

11 90

WDT: SEA TOW JVES  
GRANT MARK - 542575  
STATE GRANT - 543320  
Johanna Duncan-Poitier  
Senior Vice Chancellor  
for Community Colleges  
and the Education Pipeline

State University Plaza  
Albany, New York 12246

www.suny.edu

MEMORANDUM

November 19, 2013

TO: President Shaun McKay

FROM: Johanna Duncan-Poitier

SUBJECT: REVISED - Workforce Development Training Grant

From: Suffolk Community College

Company Name(s) and/or Project Title(s) and Amount(s):

College Resources for Employer-Supported Training (CREST)	\$12,636.00
CountryLife Vitamins - Phase 2	\$10,748.70
Creating a Culture of Leadership for Developmental Disabilities Providers	\$18,118.08
Meeting the Need in Allied Health: Working with and Serving the Latino Population	\$11,664.00
Sea Tow Services, International	\$16,038.00

I am pleased to inform you that your contract training proposal(s) named above has been approved for funding. The projects may commence immediately.

Please note that this award is from FY 2014 funding and therefore the program must be concluded and all funds expended and invoiced no later than August 5, 2014. A final report should be submitted with your final invoice. (The report format is in the program guidelines sent earlier.)

You may request 50% of the approved funding in advance to support project startup and operation by submitting an invoice according to your own standard format. (Please make the invoice to SUNY and include an invoice number for reference, the name of the company, the date, your college name and authorized signature.) Send it to Antoniette Trelle, Office of Community Colleges and the Education Pipeline, State University of New York, SUNY Plaza, S424, Albany, New York 12246. The balance of the project funding will be paid at the conclusion of the project upon submittal of a final invoice and the final project report.

At the beginning of April, all projects will be reviewed and funds may be de-obligated from projects not operating according to plan and re-committed to other projects. Campuses may voluntarily de-obligate funds that will not be completely spent or may

To Learn  
To Search  
To Serve



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request that unspent funds be re-obligated to other projects. This policy ensures that the available funds will be fully utilized.

As we are often requested to provide a report on the program for the Governor and Legislature, we will continue to be looking for substantive final reports which emphasize specific program outcomes and benefits.

If you need any additional assistance, please contact Jay Quaintance at 518.320.1373, [jay.quaintance@suny.edu](mailto:jay.quaintance@suny.edu).

We would like to thank our Governor and Legislators who continue to support this important program which has a significant statewide impact. Best wishes for the success of your project and thank you for your ongoing efforts to serve the employers of your region.

cc: Jay Quaintance  
Business Office: Joy Branahl  
Project Contact(s): Nina Leonhardt, Maureen Arma

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# Suffolk

COUNTY COMMUNITY COLLEGE

To: ✓ John Schneider, Deputy County Executive  
Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intergovernmental Relations

From: Gail Vizzini, V. P. for Business and Financial Affairs

Date: February 7, 2014

Subject: Request for a Resolution Accepting and Appropriating a  
Grant Award for a Suffolk County Community College  
Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award for a program at Suffolk County Community College.

Proposal      Grant Award       Subcontract

Project Name:      Sea Tow Services, International

Funding Source:      The State University of New York  
Community College Workforce  
Development Training Program

Amount of Grant:      \$ 16,038

Sea Tow Services, Int.:      \$ 2,200

Full Time Positions: None

Please call me if there are questions regarding this request.  
An e-mail version of the resolution was sent to CERESOREVIEW:  
File names: **Reso-SCCC-SEATOW Award 14.docx**  
**Backup-SCCC-SEATOW Award 14-SCIN 175A.docx**

Cc: Maureen Arma, Project Director  
John Bullard, Jr., Associate Dean for Financial Affairs

Central Administration  
533 College Road  
Selden, NY 11784-2899  
(631) 451-4112

Ammerman Campus  
533 College Road  
Selden, NY 11784-2899  
(631) 451-4110

Grant Campus  
Crooked Hill Road  
Brentwood, NY 11717-1092  
(631) 851-6700

Eastern Campus  
121 Speonk-Riverhead Road  
Riverhead, NY 11901-3499  
(631) 548-2500

1190

State University of New York  
Community College Workforce Development Training Grants Program  
Request for Funding Approval

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College	Suffolk County Community College	
Project Title	Sea Tow Services, International Inc.	
College Contact:		
Name Phone / FAX E-Mail	Maureen Arma, LCSW – Training Project Manager (631) 682-2645 armam@sunysuffolk.edu	
Contracting Firm or Organization: Co. Name Address (or Consortium Partners)	Sea Tow Services, International Inc. 700 Hummel Avenue Southold, NY 11971	
Contact Person & Title Phone / FAX E-Mail Principle Product/Service Number of Employees	Patrizia Zanaboni, CPA - Director of HR/Finance (631) 876-5027 PZanaboni@seatow.com On-Water Emergency Assistance for Boat Owners 48 – 62 (Seasonal)	
Purpose, Strategy and Planned Outcomes (check all that apply and enter estimated total for category)	<b>Purpose(s):</b> Assist firm/organization locating to or newly located in NYS _____ Assist new startup _____ Support co. expansion <u>  x  </u> _____ Support improvement (productivity, Sales, product, quality, efficiency, Profitability, etc.) <u>  x  </u> _____ Support co. retention in NYS _____ Support job retention <u>  x  </u> _____ Other _____ Campus Consortium Project	<b>Strategy:</b> New employees To be trained                   #       3-5  Incumbent workers' Skills to be upgraded       #       58 Other _____  <b>Estimated Outcomes:</b> Jobs to be created           #       3-5 Jobs to be retained         #       58 Other _____
NYS Legislators: Senator(s):  Assembly Rep(s):	Kenneth P. LaValle  None at present, the region was represented by Dan Losquadro, who left the position to serve as Brookhaven Town Highway Supervisor. Region may be expanded into Fred Thiele's district.	

Project Budget	Project Costs *	Funding Sources
	Personal Svc. \$19,800 Other than Personal Svc. 0 Employee Benefits 0 Sub-total Direct Costs \$19,800 Indirect Costs** 2,200 TOTAL PROJECT \$22,000	Employer Cash (min. \$2,200 10% of total project) SUNY Grant (max. \$19,800 90% of total project***) Other cash sources \$0 TOTAL PROJECT \$22,000
	*Actual costs of training, excluding in-kind contributions such as employee training wages/release time. Total  Project cost may exceed the SUNY grant amount and must equal "Total Project" under Funding Sources.  ** Maximum 20% of direct costs	Plus In-kind **** (15% of total project) Release time \$6,820 Supplies/materials \$ 250  ***up to \$50,000  **** Cash plus in-kind should equal 25% or more of total project
Project Operating Period	October, 2013 to July, 2014	
Project Description: Background, Objectives, Activities, Evaluation (attach separate sheet[s] as needed)	<p>Sea Tow Services, International is a well-known name to boat and yacht owners around the world. Like Emergency Road Service for automobile drivers, Sea Tow Provides emergency towing, fuel drops, jump starts and prop disentanglement across Long Island and around the world. Located approximately 100 miles east of Manhattan, Sea Tow was founded by Captain Joseph Frohnhoefer in 1983 after the Coast Guard stopped responding to non-emergency calls from private boaters. The company will celebrate its 30<sup>th</sup> anniversary this year and has enjoyed steady growth as a direct provider of services and through its franchise services since 1983.</p> <p>Sea Tow's home office is nestled in rural Southold, NY and houses a 24 hour/7day per week call center that services the local and international market. Sea Tow stands alone on the East End of Long Island as a major, non-agricultural employer. The surrounding area is dominated by a growing number of wineries and organic farms.</p> <p>Sea Tow management is loyal to its workers. Many who come to work there, stay for their entire career. This has a downside as entry level employees are often not equipped with the training and skills needed to grow in their careers. The bulk of Sea Tow's employees work in the area of customer service, taking calls from members. Membership recruitment and retention have been identified as two areas of needed improvement. This first year of funding will provide the foundation needed to build an enhanced membership recruitment and retention program.</p> <p>Sea Tow is requesting a two year program. The activities planned for Sea Tow this year are 132 hours of training in:  <b>Computer Software Skills Training in: <i>Introductory and Advanced Excel, Word and Outlook.</i></b>  <b>Soft Skills Training in: <i>Leadership, Management and Effective Communication.</i></b></p> <p>Computer skills training is planned for the entire company and will directly benefit Sea Tow in creating customer databases, communicating professionally with its customers, by phone and email, as well as providing its leaders with basic Supervisory skills.</p>	

In the 2014-15 cycle, Sea Tow would like to continue its Outlook training with a session in Email etiquette and continue its leadership program to include training in Performance Management. Cultural Diversity and Generational Awareness is planned to assist its workers in communicating more professionally with a wide range of cultures and age differences.

RESOLUTION NO.

CONTROL#950-2014

Intro. Res. # 1191-14

Laid on Table 3/4/14

INTRODUCED BY PRESIDING OFFICER  
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. \_\_\_\_\_ 2014  
TO READJUST, COMPROMISE, AND GRANT  
REFUNDS AND CHARGE-BACKS ON REAL  
PROPERTY CORRECTION OF ERRORS BY:  
COUNTY LEGISLATURE (CONTROL #950-2014)

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

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

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

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

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

RESOLUTION NO.

CONTROL#950-2014

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

RESOLUTION NO.

CONTROL#950-2014

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

Key	Town	Year	S.C. Tax Map No	Original Tax	Corrected Tax	Chargeback Refund, if Tax Paid
A	BROOKHAVEN	13/14	0200 86800 0300 036000	9639.95	3731.01	5908.94
A	BROOKHAVEN	13/14	0200 17900 0100 028000	6550.71	1948.38	4602.33
A	BROOKHAVEN	13/14	0200 56800 0100 009000	5617.05	1933.92	3683.13
A	BROOKHAVEN	13/14	0209 03300 0200 024000	5606.29	1208.98	4397.31
A	BROOKHAVEN	13/14	0200 69500 0500 004014	6212.27	3138.08	3074.19
A	BROOKHAVEN	13/14	0200 49100 0300 007000	6066.92	1891.10	4175.82
A	BROOKHAVEN	13/14	0200 18200 0300 019000	6320.55	2027.16	4293.39
A	BROOKHAVEN	13/14	0200 58900 0300 009001	8839.55	5370.41	3469.14
C	BROOKHAVEN	13/14	0204 00900 0600 012000	9538.17	641.01	8897.16
C	BROOKHAVEN	12/13	0204 00900 0600 012000	11947.35	624.38	11322.97
A	BROOKHAVEN	13/14	0200 77400 0500 027000	8244.39	3222.26	5022.13
A	BROOKHAVEN	13/14	0204 00400 0400 004000	5605.37	2003.99	3601.38
A	BROOKHAVEN	13/14	0200 53400 0300 045000	9156.19	3949.07	5207.12
A	BROOKHAVEN	13/14	0200 93700 0700 029000	4202.87	1444.75	2758.12
A	BROOKHAVEN	13/14	0200 96600 0700 033001	7286.81	2398.01	4888.80
A	BROOKHAVEN	13/14	0200 29500 0300 030000	5709.17	2252.91	3456.26
A	BROOKHAVEN	13/14	0200 34600 0300 033000	7507.07	2644.57	4862.50
A	BROOKHAVEN	13/14	0200 36700 0900 045000	5835.98	2698.09	3137.89

As Provided and Requested By Town Assessor or Receiver of Taxes  
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1191

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

1. Type of Legislation

Resolution  Local Law Charter Law

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation Yes \_\_\_ No \_\_\_

**SEE NO. 2 ABOVE**

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

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

11. Signature of Preparer



12. Date February 10, 2014

**Additional back-up material regarding IR 1191 is on file in the  
Legislative Clerk's Office, Hauppauge.**

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING 100% FUNDING FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) TO IMPLEMENT THE TANF NON RESIDENTIAL DOMESTIC VIOLENCE PROGRAM IN THE DEPARTMENT OF SOCIAL SERVICES AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT**

**WHEREAS**, the New York State Office of Children and Family Services (OCFS) has designated Suffolk County as the recipient of 100% State funding in the amount of \$38,398 to increase the independence and self-sufficiency of TANF eligible battered women based on the service plan developed by the Victims Information Bureau of Suffolk (VIBS); and

**WHEREAS**, NYS OCFS authorized this special allocation for Suffolk County consistent with a plan submitted by VIBS that included a description of the services and programs to be provided with the TANF monies for TANF eligible victims of domestic violence and their children; and

**WHEREAS**, these TANF funds, will be used, for enhanced or expanded core and/or optional Non-Residential Domestic Violence Services provided by VIBS, an approved Non-Residential Domestic Violence Program, only for persons with incomes up to 200% of the poverty level.

**WHEREAS**, it is the intention of the Suffolk County Department of Social Services to work with VIBS to administer this allocation to increase the independence and self-sufficiency of TANF eligible battered women and their children; and

**WHEREAS**, this special allocation award is 100% State funded; and

**WHEREAS**, it is in the best interest of Suffolk County to accept these funds; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the County Comptroller and County Treasurer be and they are hereby authorized to accept the following funds:

<b><u>REVENUES:</u></b>		<b><u>\$38,398</u></b>
001-3610	STATE AID: Social Services Administration	38,398

and be it further

**2<sup>nd</sup> RESOLVED**, that total funds in the amount of \$38,398 be and are hereby

appropriated as follows:

**ORGANIZATIONS:**

\$38,398

Department of Social Services  
TANF Non-Res. Domestic Violence  
001-DSS-6035

**4000 – Contractual Expenses**

**\$38,398**

4980 – GSG1 – Victims Information Bureau of Suffolk

38,398

and be it further

**3<sup>rd</sup> RESOLVED**, that the County Executive and the Commissioner of Social Services be and they hereby are authorized to execute a contract with the aforementioned agency.

DATED: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
County Executive of Suffolk County

Date of Approval \_\_\_\_\_

Intro. Res. No.

Laid on Table

appropriated as follows:

<b><u>ORGANIZATIONS:</u></b>	<b>\$38,398</b>
------------------------------	-----------------

Department of Social Services  
 TANF Non-Res. Domestic Violence  
 001-DSS-6035

<b><u>4000 – Contractual Expenses</u></b>	<b><u>\$38,398</u></b>
---	------------------------

4980 – GSG1 – Victims Information Bureau of Suffolk	38,398
---	--------

and be it further

**3<sup>rd</sup> RESOLVED**, that the County Executive and the Commissioner of Social Services be and they hereby are authorized to execute a contract with the aforementioned agency.

DATED: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
County Executive of Suffolk County

Date of Approval \_\_\_\_\_

1192

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>X</u> Local Law      Charter Law		
2. Title of Proposed Legislation ACCEPTING AND APPROPRIATING 100% FUNDING FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) TO IMPLEMENT THE TANF NON RESIDENTIAL DOMESTIC VIOLENCE PROGRAM IN THE DEPARTMENT OF SOCIAL SERVICES AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT		
3. Purpose of Proposed Legislation NYS OCFS authorized this special allocation for Suffolk County consistent with a plan submitted by VIBS that included a description of the services and programs to be provided with the TANF monies for TANF eligible victims of domestic violence and their children.		
4. Will the Proposed Legislation Have a Fiscal Impact?    Yes      No <u>X</u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or other Subdivision. A 100% State grant provides funding in the amount of \$38,398 for a program in Suffolk County operated by VIBS. The contract/program will be terminated if the funds are not re-authorized.		
8. Proposed Source of Funding. NYS OCFS grant with 100% funding.		
9. Timing of Impact. Upon adoption		
10. Typed Name & Title of Preparer Kenneth Knappe Principal Management Analyst	11. Signature of Preparer 	12. Date 2/10/14

SCIN FORM 175b (10/95)

Suzanne Martin  
SR Budget Analyst

Suzanne MARTIN

2/10/14

1192

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	\$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, 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.

COUNTY OF SUFFOLK



1192

STEVE BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

JOHN F. O' NEILL  
Commissioner

**Memorandum**

**To:** Jon Schneider, Deputy County Executive

**From:** John F. O' Neill, Commissioner  
Department of Social Services 

**Date:** February 10, 2014

**Subject:** REQUEST FOR LEGISLATIVE RESOLUTION:

Accepting 100% funding from the NYS OCFS to implement the TANF Non Residential Domestic Violence program and execute a contract.

I am requesting that the attached legislative resolution be submitted at the next meeting of the Suffolk County Legislature:

ACCEPTING AND APPROPRIATING 100% FUNDING FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) TO IMPLEMENT THE TANF NON RESIDENTIAL DOMESTIC VIOLENCE PROGRAM IN THE DEPARTMENT OF SOCIAL SERVICES AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT.

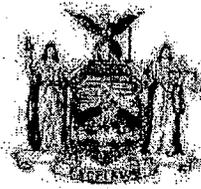
On August 20, 2012 and October 3, 2013, the Department of Social Services, Division of Family and Children Services, received notification from the New York State Office of Children and Family Services that Suffolk County was awarded 100% funding in the amount of \$19,199 for each fiscal year to be used for enhanced or expanded core and/or optional Non-Residential Domestic Violence Services provided by VIBS, an approved Non-Residential Domestic Violence Programs, only for persons with incomes up to 200% of the poverty level.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), and the grant approval letter from NYS. The copies relating to this resolution are titled "Reso-DSS-VIBS- 2014." If you have any questions, please contact Kenneth Knappe at 854-9939.

Enc.

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

1192



Andrew M. Cuomo  
Governor

NEW YORK STATE  
OFFICE OF CHILDREN & FAMILY SERVICES  
52 WASHINGTON STREET  
RENSSELAER, NY 12144

Gladys Carrión, Esq.  
Commissioner

### Local Commissioners Memorandum

<b>Transmittal:</b>	13-OCFS-LCM-12
<b>To:</b>	Local District Commissioners
<b>Issuing Division/Office:</b>	Division of Child Welfare and Community Services / Division of Administration
<b>Date:</b>	July 30, 2013 (Revised November 20, 2013)
<b>Subject:</b>	<b>TANF Funding For Non-Residential Domestic Violence Services for 2013-2014</b>
<b>Contact Person(s):</b>	See Section VI
<b>Attachments:</b>	A. Individual County Allocations B. Allocation Attestation C. Federal TANF Funding Guidelines and Claiming Instructions
<b>Attachment Available Online:</b>	Yes (as attachments to this LCM) <a href="http://www.ocfs.state.ny.us/main/policies/external">http://www.ocfs.state.ny.us/main/policies/external</a>

**Note:** This policy was revised on November 20, 2013 to correct a technical error in the calculation of the allocations. This revision impacts only New York City, with a decrease of \$68 in its allocation.

#### I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to notify local social services districts of their allocation for Non-Residential Domestic Violence (DV) Services being administered through the Office of Children and Family Services (OCFS). The enacted budget for State Fiscal Year (SFY) 2013-14 includes a separate Temporary Assistance for Needy Families (TANF) appropriation of \$1,210,000 for the provision of Non-Residential Domestic Violence Services. The allocation for each county is listed in Attachment A of this document.

#### II. Background

TANF funding for Non-Residential Domestic Violence Services is administered by the OCFS. In addition to the TANF appropriation for Non-Residential Domestic Violence Services, districts have the option of dedicating a portion of their Flexible Fund for Family Services (FFFS) allocation to further support Non-Residential Domestic Violence Services.

**Attachment A****SFY 2012-13  
TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES ALLOCATIONS**

<b>DISTRICT</b>	
Albany	\$10,202
Allegany	\$10,083
Broome	\$10,083
Cattaraugus	\$10,083
Cayuga	\$10,083
Chautauqua	\$13,877
Chemung	\$10,083
Chenango	\$10,083
Clinton	\$10,083
Columbia	\$10,083
Cortland	\$10,083
Delaware	\$10,083
Dutchess	\$20,449
Erie	\$58,033
Essex	\$10,083
Franklin	\$10,083
Fulton	\$10,083
Genesee	\$10,083
Greene	\$10,083
Hamilton	\$10,083
Herkimer	\$10,083
Jefferson	\$10,083
Lewis	\$10,083
Livingston	\$10,083
Madison	\$10,083
Monroe	\$29,450
Montgomery	\$10,083
Nassau	\$11,504
Niagara	\$14,045

**Attachment A  
(Continued)**

**SFY 2012-13  
TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES ALLOCATIONS**

Oneida	\$24,357
Onondaga	\$18,629
Ontario	\$10,083
Orange	\$10,188
Orleans	\$10,083
Oswego	\$10,083
Otsego	\$10,083
Putnam	\$10,083
Rensselaer	\$10,083
Rockland	\$10,083
St Lawrence	\$10,083
Saratoga	\$10,083
Schenectady	\$10,083
Schoharie	\$10,083
Schuyler	\$10,083
Seneca	\$10,083
Steuben	\$10,083
Suffolk	\$19,199
Sullivan	\$10,083
Tioga	\$10,083
Tompkins	\$10,083
Ulster	\$10,083
Warren	\$10,083
Washington	\$10,083
Wayne	\$10,083
Westchester	\$22,224
Wyoming	\$10,083
Yates	\$10,083
New York City	\$504,108
<b>TOTAL</b>	<b>\$1,210,000</b>

**III. Allocation Methodology**

The funding is allocated to local social services districts based on program needs and prior year methodology, with a base allocation of \$10,083 provided to each district. Additional funds are allocated based on domestic violence expenditures and claiming history. Please see Attachment A for a complete list of county allocations.

**IV. Program Implications and Federal TANF Funding Guidelines**

These TANF funds must be used for enhanced or expanded core and/or optional Non-Residential Domestic Violence Services provided by approved Non-Residential Domestic Violence Programs only for persons with incomes up to 200% of the poverty level. For a complete list of approved Non-Residential Domestic Violence Programs, refer to the OCFS website at <http://ocfs.ny.gov/main/dv/providerlist.asp>.

Local districts must complete Attachment B, TANF 2013-14 Non-Residential Domestic Violence Services Plan and Allocation Attestation, indicating if the district intends to access these TANF allocations. If the local district intends to use the funds, a plan needs to be submitted for each approved Non-Residential Domestic Violence Service Provider that will receive money from this allocation. The plans must provide a description of the programs and services being provided with the TANF monies for TANF eligible victims of domestic violence and their children.

**Note:** Funds cannot be used for medical services, DV hotline services, DV outreach/educational services, or capital expenditures.

Please send the signed and dated Attachment B and plans by August 22, 2013, by mail to:

Pamela Jobin  
NYS Office of Children & Family Services  
Bureau of Program and Community Services  
52 Washington Street, Room 334 North  
Rensselaer, N.Y. 12144-2796

As in previous years, these funds must be expended and claimed in accordance with the federal TANF Funding Guidelines and Claiming Instructions in Attachment C.

**V. Claiming Instructions and Periods**

All expenditures against the Non-Residential Domestic Violence Services allocation should be claimed in accordance with the local social services district's Non-Residential Domestic Violence Services approved plan.

The expenditures for the Non Res DV projects should be claimed through the RF17 claim package for special project claiming. Administrative and/or contracted costs associated with approved plans should be identified as F17 functional costs and reported on the Schedule D "DSS Administrative Expenses Allocation and Distribution by Function and Program (LDSS-2347)" in the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A "RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs" Using the project label Non Res DV 12 from the drop down menu on the Automated Claiming System (ACS).

Salary and non-salary costs of staff should be charged to the RF17 claim package.. Local district staff not working fulltime on Non-Residential Domestic Violence Services must be time studied and only related costs should be charged to Non-Residential Domestic Violence Services.

Non-salary administrative costs are reported with the appropriate object of expense(s) on the LDSS-923B Summary-Administrative (page 1) "Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs." Program costs are reported as object of expense 37 - Special Project Program Expense on the LDSS-923B Summary-Program (page 2) "Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs." The expenditures should be entered in the RF17 Claim Package based on the guidelines noted in Attachment C.

Total project costs and shares should be reported on the LDSS-4975 "Monthly Statement of Special Project Claims Federal and State Aid (RF-17)."

Instructions for the Schedule D and RF17 claim package are found in Chapters 7 and 18 respectively of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available on-line at <http://otda.state.ny.net/bfdm/finance/>.

Costs are claimed at the 100 percent Federal Share for clients in receipt of TANF or who are eligible for TANF with incomes up to 200 percent of the poverty level. Reimbursement is available up to the limit of the allocation. Costs over the allocation will become regular domestic violence services expenditures, which are subject to 50 percent state reimbursement net of any available Title XX funds.

Because of federal reporting requirements, the local district must report both program and administrative costs for claiming purposes. The RF17 claim package permits the reporting of both types of expenditures on the same form.

Under federal TANF regulations, there is a 15 percent limitation for costs that may be claimed for administrative activities. Under the same regulations, certain activities that are normally considered administrative are now classified as program costs under these federal rules and, therefore, are not subject to the 15 percent cap. The guidelines on what costs are administrative and which are non-administrative are noted above.

The funds being announced in this LCM for SFY 2013-14 ( DV Round 12) labeled on the RF-17 as Non Res DV 12 must be spent by June 30, 2014, and claimed by August 15, 2014. These funds are to be used to reimburse expenditures beginning October 1, 2012, and ending June 30, 2014, with claims due by August 15, 2014.

Additionally, local districts with unexpended balances of Non-Residential Domestic Violence Services funding from DV 10 (SFY 2011-12 funding) labeled as Non Res DV 10 and DV 11 (SFY 2012-13 funding) labeled as Non Res DV 11 can be claimed on the RF17 for expenditures from October 1, 2012 through June 30, 2014, with claims due by August 15, 2014. Non Res DV 10 and DV 11 allocations should be spent down by those districts with existing balances prior to claiming for Non Res DV 12 monies. OCFS may reallocate any

unspent funds from a local district to other local districts that have claims in excess of their allocation.

## VI. Contact Persons

Programmatic questions should be directed to either the OCFS home office staff or the appropriate OCFS Regional Office, Division of Child Welfare and Community Services staff, listed below:

### Home Office

Pamela Jobin (518) 474-4787; [Pamela.Jobin@ocfs.ny.gov](mailto:Pamela.Jobin@ocfs.ny.gov) OR  
Gabrielle Ares (518) 474-1361; [Gabrielle.Ares@ocfs.ny.gov](mailto:Gabrielle.Ares@ocfs.ny.gov)

### Regional Offices

Buffalo	Dana Whitcomb (716) 847-3145 <a href="mailto:Dana.Whitcomb@ocfs.ny.gov">Dana.Whitcomb@ocfs.ny.gov</a>
Rochester	Karen Buck (585) 238-8201 <a href="mailto:Karen.Buck@ocfs.ny.gov">Karen.Buck@ocfs.ny.gov</a>
Syracuse	Sara Simon (315) 423-1200 <a href="mailto:Sara.Simon@ocfs.ny.gov">Sara.Simon@ocfs.ny.gov</a>
Albany	Kerri Barber (518) 486-7078 <a href="mailto:Kerri.Barber@ocfs.ny.gov">Kerri.Barber@ocfs.ny.gov</a>
Spring Valley	Yolanda Desarme (845) 708-2498 <a href="mailto:Yolanda.Desarme@ocfs.ny.gov">Yolanda.Desarme@ocfs.ny.gov</a>
NYC	Raymond Toomer (212) 383-1788 <a href="mailto:Raymond.Toomer@ocfs.ny.gov">Raymond.Toomer@ocfs.ny.gov</a>

Any questions concerning claiming procedures may be directed to the OTDA Bureau of Financial Services by e-mail or telephone:

Edward Conway (Regions I-V) at (518) 474-7549  
[Edward.Conway@otda.ny.gov](mailto:Edward.Conway@otda.ny.gov)

Michael Simon (Region VI) at (212) 961-8250  
[Michael.Simon@otda.ny.gov](mailto:Michael.Simon@otda.ny.gov)

### Issued By:

/s/ Laura M. Velez

Name: Laura M. Velez  
Title: Deputy Commissioner  
Division/Office: Child Welfare and Community Services

/s/ Mikki Ward-Harper

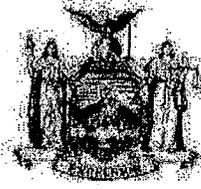
Name: Mikki Ward-Harper  
Title: Acting Deputy Commissioner  
Division/Office: Administration

## Attachment A

### SFY 2013-2014 TANF NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES ALLOCATIONS

<i>District</i>	<i>Allocation</i>	<i>District</i>	<i>Allocation</i>
Albany	10,202	Ontario	10,083
Allegany	10,083	Orange	10,188
Broome	10,083	Orleans	10,083
Cattaraugus	10,083	Oswego	10,083
Cayuga	10,083	Otsego	10,083
Chautauqua	13,877	Putnam	10,083
Chemung	10,083	Rensselaer	10,083
Chenango	10,083	Rockland	10,083
Clinton	10,083	St. Lawrence	10,083
Columbia	10,083	Saratoga	10,083
Cortland	10,083	Schenectady	10,083
Delaware	10,083	Schoharie	10,083
Dutchess	20,449	Schuyler	10,083
Erie	58,033	Seneca	10,083
Essex	10,083	Steuben	10,083
Franklin	10,083	Suffolk	19,199
Fulton	10,083	Sullivan	10,083
Genesee	10,083	Tioga	10,083
Greene	10,083	Tompkins	10,083
Hamilton	10,083	Ulster	10,083
Herkimer	10,083	Warren	10,083
Jefferson	10,083	Washington	10,083
Lewis	10,083	Wayne	10,083
Livingston	10,083	Westchester	22,224
Madison	10,083	Wyoming	10,083
Monroe	29,450	Yates	10,083
Montgomery	10,083		
Nassau	11,504	Upstate	705,824
Niagara	14,045		
Oneida	24,357	New York City	504,176
Onondaga	18,629		
		<b>Statewide Totals</b>	<b>1,210,000</b>

**Note:** This policy was revised on November 20, 2013 to correct a technical error in the calculation of the allocations. This revision impacts only New York City, with a decrease of \$68 in its allocation.



Andrew M. Cuomo  
Governor

NEW YORK STATE  
OFFICE OF CHILDREN & FAMILY SERVICES  
52 WASHINGTON STREET  
RENSSELAER, NY 12144

Gladys Carrión, Esq.  
Commissioner

### Local Commissioners Memorandum

<b>Transmittal:</b>	12-OCFS-LCM-14
<b>To:</b>	Local District Commissioners
<b>Issuing Division/Office:</b>	Division of Child Welfare and Community Services / Division of Administration
<b>Date:</b>	July 24, 2012
<b>Subject:</b>	<b>TANF Funding For Non-Residential Domestic Violence Services for 2012-2013</b>
<b>Contact Person(s):</b>	See Section VI
<b>Attachments:</b>	A. Individual County Allocations B. Allocation Attestation C. Federal TANF Funding Guidelines and Claiming Instructions
<b>Attachment Available Online:</b>	Yes (as attachments to this LCM) <a href="http://www.ocfs.state.ny.us/main/policies/external">http://www.ocfs.state.ny.us/main/policies/external</a>

#### I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to notify local social services districts of their allocation for Non-Residential Domestic Violence (DV) Services being administered through the Office of Children and Family Services (OCFS). The enacted budget for State Fiscal Year (SFY) 2012-13 includes a separate Temporary Assistance for Needy Families (TANF) appropriation of \$1,210,000 for the provision of Non-Residential Domestic Violence Services. The allocation for each county is listed in Attachment A of this document.

#### II. Background

TANF funding for Non-Residential Domestic Violence Services has been administered by the Office of Children and Family Services (OCFS) and the Office of Temporary and Disability Assistance (OTDA) in prior years and was made available through the Flexible Fund for Family Services (FFFS) in SFY 2006-07.

#### III. Allocation Methodology

The funding is allocated to local social services districts based on program needs and

expenditure history. A base allocation of \$10,083 is provided to each district. Additional funds are allocated based on domestic violence expenditures and claiming history. Please see Attachment A for a complete list of county allocations.

#### **IV. Program Implications and Federal TANF Funding Guidelines**

These TANF funds must be used for enhanced or expanded core and/or optional Non-Residential Domestic Violence Services provided by approved Non-Residential Domestic Violence Programs only for persons with incomes up to 200% of the poverty level. For a complete list of approved Non-Residential Domestic Violence Programs, refer to the OCFS website at [www.ocfs.state.ny.us](http://www.ocfs.state.ny.us).

Local districts must complete Attachment B, TANF 2012-13 Non-Residential Domestic Violence Services Plan and Allocation Attestation, indicating if the district intends to access these TANF allocations. If the local district intends to use the funds, a plan needs to be submitted for each approved Non-Residential Domestic Violence Service Provider that will receive money from this allocation. The plans must provide a description of the programs and services being provided with the TANF monies for TANF eligible victims of domestic violence and their children.

**Note:** Funds cannot be used for medical services, DV hotline services, DV outreach/educational services, or capital expenditures.

Please send the signed and dated Attachment B and plans by August 5, 2012, by mail to:

Pamela Jobin  
NYS Office of Children & Family Services  
Bureau of Program and Community Services  
52 Washington Street, Room 334 North  
Rensselaer, N.Y. 12144-2796

As in previous years, these funds must be expended and claimed in accordance with the federal TANF Funding Guidelines and Claiming Instructions in Attachment C.

#### **V. Claiming Instructions and Periods**

All expenditures against the Non-Residential Domestic Violence Services allocation should be claimed in accordance with the local social services district's Non-Residential Domestic Violence Services approved plan.

Beginning with October 2011 claims, the expenditures for the Non Res DV projects should be claimed through the RF17 claim package for special project claiming. These administrative and/or contracted costs associated with approved plans should be identified as F17 functional costs and reported on the Schedule D "DSS Administrative Expenses Allocation and Distribution by Function and Program (LDSS-2347)" in the F17 column in the RF2A claim package. The individual project costs must also be reported on the LDSS-4975A "RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs."

Salary and non-salary costs of staff may be direct charged to the RF17 claim package or may be identified by time study. Local district staff not working fulltime on Non-Residential Domestic Violence Services must be time studied and only those related costs should be charged to Non-Residential Domestic Violence Services.

Non-salary administrative costs are reported with the appropriate object of expense(s) on the LDSS-923B Summary-Administrative (page 1) "Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs." Program costs are reported as object of expense 37 - Special Project Program Expense on the LDSS-923B Summary-Program (page 2) "Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs." The expenditures should be entered in the RF-17 Claim Package based on the guidelines noted in Attachment C.

Total project costs and shares should be reported on the LDSS-4975 "Monthly Statement of Special Project Claims Federal and State Aid (RF-17)."

The Schedule D and RF17 claim package are found in Chapters 7 and 18 respectively of the Fiscal Reference Manual (FRM) Volume 3 (Volume 4 for New York City). The FRMs are available on-line at <http://otda.state.ny.net/bfdm/finance/>.

Costs are claimed at the 100% Federal Share for clients in receipt of TANF or who are eligible for TANF with incomes up to 200% of the poverty level. Reimbursement is available up to the limit of the allocation. Costs over the allocation will become regular domestic violence services expenditures, which are subject to 50% state reimbursement net of any available Title XX funds.

Because of federal reporting requirements, the local district must report both program and administrative costs for claiming purposes. The RF17 claim package permits the reporting of both types of expenditures on the same form.

Under federal TANF regulations, there is a 15% limitation for costs that may be claimed for administrative activities. Under the same regulations, certain activities that are normally considered administrative are now classified as program costs under these federal rules and, therefore, are not subject to the 15% cap. The guidelines on what costs are administrative and which are non-administrative are noted above.

The funds being announced in this LCM for SFY 2012-13 (DV Round 11) labeled on the RF-17 as Non Res DV 11 must be spent by June 30, 2013, and claimed by August 15, 2013. These funds are to be used to reimburse expenditures beginning October 1, 2011, and ending June 30, 2013, with claims due by August 15, 2013.

Additionally, local districts with unexpended balances of Non-Residential Domestic Violence Services funding from DV 8 (SFY 2009-10) labeled as Non Res DV 8 on TRACS for claims thru September 30, 2011, and on the RF-17 for claims October 2011 forward, and DV 9 (SFY 2010-11) labeled as Non Res DV 9 on TRACS for claims thru September 30, 2011, and on the RF-17 for claims October 2011 forward, and DV 10 (SFY 2011-12 funding) labeled as Non Res DV 10 on TRACS for claims

thru September 30, 2011, and on the RF-17 for claims October 2011 forward will have an extended expenditure period to June 30, 2013, with claims due by August 15, 2013. Non Res DV 8, DV 9 and DV 10 allocations should be spent down by those districts with existing balances prior to claiming for Non Res DV 11 monies. For claims prior to October 1, 2011, the claims must be submitted on TRACS.

## VI. Contact Persons

Programmatic questions should be directed to either the OCFS home office staff or the appropriate OCFS Regional Office, Division of Child Welfare and Community Services staff, listed below:

### Home Office

Pamela Jobin (518) 474-4787 or Derek Holtzclaw (518) 474-1361;  
or by e-mail at [Pamela.Jobin@ocfs.state.ny.us](mailto:Pamela.Jobin@ocfs.state.ny.us) or [Derek.Holtzclaw@ocfs.state.ny.us](mailto:Derek.Holtzclaw@ocfs.state.ny.us)

### Regional Offices

Buffalo	Dana Whitcomb	(716) 847-3145
	<a href="mailto:Dana.Whitcomb@ocfs.state.ny.us">Dana.Whitcomb@ocfs.state.ny.us</a>	
Rochester	Karen Buck	(585) 238-8201
	<a href="mailto:Karen.Buck@ocfs.state.ny.us">Karen.Buck@ocfs.state.ny.us</a>	
Syracuse	Daniel Comins	(315) 423-1200
	<a href="mailto:Daniel.Comins@ocfs.state.ny.us">Daniel.Comins@ocfs.state.ny.us</a>	
Albany	Kerri Barber	(518) 486-7078
	<a href="mailto:Kerri.Barber@ocfs.state.ny.us">Kerri.Barber@ocfs.state.ny.us</a>	
Spring Valley	Raymond Toomer	(845) 708-2498
	<a href="mailto:Raymond.Toomer@ocfs.state.ny.us">Raymond.Toomer@ocfs.state.ny.us</a>	
NYC	Patricia Beresford	(212) 383-1788
	<a href="mailto:Patricia.Beresford@ocfs.state.ny.us">Patricia.Beresford@ocfs.state.ny.us</a>	

Any questions concerning claiming procedures may be directed to the OTDA Bureau of Financial Services by e-mail or telephone:

Edward Conway (Regions I-V) (518) 474-7549  
[Edward.Conway@otda.ny.gov](mailto:Edward.Conway@otda.ny.gov)

Michael Simon (Region VI) (212) 961-8250  
[Michael.Simon@otda.ny.gov](mailto:Michael.Simon@otda.ny.gov)

**Issued By:**

/s/ Laura M. Velez

Name: Laura M. Velez  
Title: Deputy Commissioner  
Division/Office: Child Welfare and Community Services

/s/ Mikki Ward-Harper

Name: Mikki Ward-Harper  
Title: Acting Deputy Commissioner  
Division/Office: Administration

**Lazarus, Dawn (DFA4-A47)**

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**From:** Ryan, Patricia (OCFS)  
**Sent:** Thursday, October 03, 2013 3:16 PM  
**To:** Nowak, Dennis (DFA4-A47)  
**Cc:** Désarmé, Yolanda (OCFS); Chang, Sheletha (OCFS); Piwinski, Rebecca (OCFS); Lazarus, Dawn (DFA4-A47)  
**Subject:** Suffolk County - TANF 2013-14 Non-Residential Domestic Violence Attestation and Plan  
**Importance:** High

I have received Suffolk County's Attestation and Plan for the TANF 2013-2014 Non-Residential Allocation of \$19,199.00. The plan for VIBS' Project Independence for TANF eligible victims of Domestic Violence and their children is approved. Thank you.

In addition, the county may claim for \$8,092.00 from fiscal year 2010 according to the following two paragraphs from 13 OCFS LCM 12 located on the bottom of page 3. Please note that claiming should be done against old year funding before claims are made against new funds:

"The funds being announced in this LCM for SFY 2013-14 ( DV Round 12) labeled on the RF-17 as Non Res DV 12 must be spent by June 30, 2014, and claimed by August 15, 2014. These funds are to be used to reimburse expenditures beginning October 1, 2012, and ending June 30, 2014, with claims due by August 15, 2014. Additionally, local districts with unexpended balances of Non-Residential Domestic Violence Services funding from DV 10 (SFY 2011-12 funding) labeled as Non Res DV 10 and DV 11 (SFY 2012-13 funding) labeled as Non Res DV 11 can be claimed on the RF17 for expenditures from October 1, 2012 through June 30, 2014, with claims due by August 15, 2014. Non Res DV 10 and DV 11 allocations should be spent down by those districts with existing balances prior to claiming for Non Res DV 12 monies. OCFS may reallocate any unspent funds from a local district to other local districts that have claims in excess of their allocation."

Please contact me if you have any questions. Thank you.

Patricia Ryan  
Program Manager  
New York State Office of Children and Family Services  
Domestic Violence Unit  
Bureau of Program and Community Development  
Division of Child Welfare and Community Services  
52 Washington St.  
Room 334 North  
Rensselaer, NY 12144  
518-402-6781  
[Patricia.Ryan@ocfs.state.ny.us](mailto:Patricia.Ryan@ocfs.state.ny.us)

**Jobin, Pamela (OCFS)**

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**From:** Jobin, Pamela (OCFS)  
**Sent:** Monday, August 20, 2012 1:19 PM  
**To:** 'Kenneth.knappe@suffolkcountyny.gov'  
**Cc:** Olmo, Mary Lee (OCFS)  
**Subject:** Suffolk County- TANF 2012-2013 Non-Res DV Attestation and Plan

**Importance:** High

I have received Suffolk County's Attestation and Plan for the TANF 2012-2013 Non-Residential Allocation of \$ 19,199.00. The plan for VIBS' Project Independence for TANF eligible victims of domestic violence and their children is approved. Thanks!!!

*Pamela A. Jobin  
Domestic Violence Unit Manager  
Office of Children and Family Services  
52 Washington Street  
North Bldg, Room 337  
Rensselaer, NY 12144  
(518) 474-4787  
(518) 402-6824 Fax*

This e-mail and any files transmitted with it are confidential. If you have received this e-mail in error, please notify the sender immediately by e-mail. If you are not the named addressee, you should not disseminate, distribute or take any action in reliance on the contents of this information. If you have received this e-mail in error, please notify the sender immediately by e-mail. If you are not the named addressee, you should not disseminate, distribute or take any action in reliance on the contents of this information.

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO - 2014, AUTHORIZING THE PURCHASE OF UP TO 10 PARATRANSIT VANS FOR SUFFOLK TRANSIT AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)**

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

**WHEREAS**, Grant No. NY-90-X693 have been awarded to Suffolk County by the FTA and includes funds for various mass transportation projects for Suffolk County Transit including the purchase of paratransit vans for its complementary SCAT service; and

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

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

**WHEREAS**, the total cost of the purchase is estimated to be \$550,000; and

**WHEREAS**, there are sufficient funds within the 2014 Capital Budget and Program; and

**WHEREAS**, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$550,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (C) (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive materials, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

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

**3<sup>rd</sup> RESOLVED**, that the Purchasing Division is authorized to acquire up to 10 paratransit vans and related equipment, and including pre and post delivery Buy America audits and inspection during manufacture subject to approvals of FTA and NYSDOT and pursuant to applicable federal and state regulations; and be it further

**4<sup>th</sup> RESOLVED**, that that the proceeds of \$55,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5658.551 (Fund 001 Debt Service)	Purchase of up to 10 paratransit vans including related equipment and pre and post delivery Buy America audits	\$55,000

and be it further

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

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5658.551	Purchase of up to 10 paratransit vans including related equipment and pre and post delivery Buy America audits	\$55,000

and be it further

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

<u>Proj. No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5658.551	Purchase of up to 10 paratransit vans including related equipment and pre and post delivery Buy America audits	\$440,000

and be it further

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

DATED:

APPROVED BY:

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

Date of Approval:

1193

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO                      - 2014, AUTHORIZING THE PURCHASE OF UP TO 10 PARATRANSIT VANS FOR SUFFOLK TRANSIT AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  X  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The County will provide 10% share of the project, estimated to be \$55,000.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
Federal Transit Funds 80% (\$440,000) New York State Aid 10% (\$55,000) Suffolk County Serial Bonds 10% (\$55,000)		
9. Timing of Impact		
FOR THE COUNTY SHARE, IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT FOR BONDS IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas E. Paglia Jr. Asst Executive Analyst		February 19, 2014

SCIN FORM 175b (10/95)

1193

**FINANCIAL IMPACT  
2015 PROPERTY TAX LEVY\*  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$12,147	\$0.02		\$0.000

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$12,147	\$0.02		\$0.000

*\* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.*

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds  
Level Debt

1193

Term of Bonds: 5  
Amount to Bond: \$55,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$10,277.00	\$1,870.00	\$12,147.00	\$12,147.00
			\$760.29	\$760.29	
5/1/2016	3.000%	\$10,626.42	\$760.29	\$11,386.71	\$12,147.00
			\$579.64	\$579.64	
5/1/2017	3.000%	\$10,987.71	\$579.64	\$11,567.36	\$12,147.00
			\$392.85	\$392.85	
5/1/2018	4.000%	\$11,361.30	\$392.85	\$11,754.15	\$12,147.00
			\$199.71	\$199.71	
5/1/2019	4.000%	\$11,747.58	\$199.71	\$11,947.29	\$12,147.00
5/1/2020		\$55,000.00	\$5,734.99	\$60,734.99	\$60,734.99
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

1193

## MEMORANDUM OF SUPPORT

TITLE OF BILL: AUTHORIZING THE PURCHASE OF UP TO 10 PARATRANSIT VANS FOR SUFFOLK TRANSIT AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658).

PURPOSE OR GENERAL IDEA OF BILL: Authorizes the Purchasing Division to acquire up to 10 paratransit vans for the Suffolk County Accessible Transportation (SCAT) program, including related equipment, and pre and post delivery Buy America audits and accept and appropriate Federal and State aid and County funds for this project.

SUMMARY OF SPECIFIC PROVISIONS: Authorizes the Purchasing Division to acquire up to 10 paratransit vans for the Suffolk County Accessible Transportation (SCAT) program, and accepts and appropriates federal and state aid and County funds.

JUSTIFICATION: The paratransit vans operated by Suffolk County Transit need replacement regularly and in accordance with Federal age and mileage criteria. In addition, the Americans with Disabilities Act of 1990 mandates that eligible persons receive the paratransit service which is complementary to its fixed route service. This results in the need for replacement and additional paratransit vans. Grant No. NY-90-X693 have been awarded to Suffolk County by the Federal Transit Administration (FTA) and includes funds for various mass transportation projects for Suffolk County Transit including the purchase of paratransit vans for its complementary SCAT service

FISCAL IMPLICATIONS: County will pay 10% share of this project, estimated to be \$55,000. Remainder of purchase will be funded 80% Federal, 10% State.

COUNTY OF SUFFOLK



1193

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner   
Department of Public Works

DATE: February 4, 2014

RE: C.P. 5658 – Purchase of Public Transit Vehicles  
AUTHORIZING THE PURCHASE OF UP TO 10 PARATRANSIT VANS FOR SUFFOLK  
TRANSIT AND ACCEPTING AND APPROPRIATING FEDERAL AID AND STATE AID  
AND COUNTY FUNDS

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Attached, please find a draft resolution for the purchase of up to 10 paratransit vans for Suffolk Transit. The paratransit vans operated by Suffolk County Transit need replacement regularly and in accordance with Federal age and mileage criteria. In addition, the Americans with Disabilities Act of 1990 mandates that eligible persons receive the paratransit service which is complementary to its fixed route service. This results in the need for replacement and additional paratransit vans. This proposed legislation will authorize the Purchasing Division to acquire up to 10 paratransit vans including related equipment, and pre and post delivery Buy America audits and accept and appropriate Federal and State aid and County funds for this project. The SCIN Forms 175a and Statement of Financial Impact Form are attached. This purchase will be funded 80% Federal, 10% State, 10% County.

This proposed resolution, with backup, will be forwarded electronically titled: "Reso-DPW-Purchase of up to 10 Paratransit Vans for Suffolk Transit."

Please initiate the process to have this resolution introduced at the next meeting of the Suffolk County Legislature. If you have any questions, please do not hesitate to contact Garry Lenberger, Director of Transportation Operations, at 2-4880.

GA:GL:cc  
Enclosures

cc: Dennis M. Cohen, Chief Deputy County Executive, w/enc.  
Lisa Santeramo, Assistant Deputy County Executive, w/enc  
Tom Vaughn, Director of Intergovernmental Relations, w/enc  
CE Reso Review List, e-mail

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1194

Intro. Res. No. - 2014

Laid on the Table 3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. - 2014, ACCEPTING AND APPROPRIATING 50% FEDERAL GRANT FUNDS FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY TO THE DEPARTMENT OF HEALTH SERVICES, DIVISION OF ENVIRONMENTAL QUALITY FOR THE PECONIC ESTUARY PROGRAM**

**WHEREAS**, the United States Environmental Protection Agency has awarded 50% grant funds to the Department of Health Services for the Peconic Estuary Program in the amount of \$401,066 for the period 10/01/13-09/30/15; and

**WHEREAS**, this program provides long-term planning and management of the Peconic Estuary, aims to combat pollution, development and overuse while fostering restoration and protection of the estuarine environment; and

**WHEREAS**, a portion of these funds are already included in the 2014 Operating Budget and \$59,600 needs to be appropriated; and

**WHEREAS**, these funds are 50% Federally funded; now, therefore be it

**1<sup>ST</sup> RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate \$59,600 in grant funds as follows:

REVENUES

001-4910 Federal Aid: Water Pollution \$59,600

APPROPRIATIONS

Department of Health Services (HSV)  
Division of Environmental Quality  
Peconic Estuary Program, FY13  
001-HSV-4413

Supplies, Materials & Other \$1,000  
3500 Other: Unclassified \$1,000

Contractual Expenses \$58,600  
4330 Travel: Employee Contracts \$3,600  
4560 Fees for Services: Non employees \$55,000

and be it further

**2<sup>ND</sup> RESOLVED**, that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; and be it further

**3<sup>rd</sup> RESOLVED**, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

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County Executive of Suffolk County

Date of Approval:

HSV # 6-2014

1194

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>X</u> Local Law                      Charter Law		
Title of Proposed Legislation Accepting and appropriating 50% Federal grant funds from the United States Environmental Protection Agency to the Department of Health Services, Division of Environmental Quality for the Peconic Estuary Program.		
3. Purpose of Proposed Legislation This legislation is needed to accept and appropriate 50% Federal grant funds from the United States Environmental Protection Agency to the Department of Health Services, Division of Environmental Quality for the Peconic Estuary Program. This program promotes long-term planning and management of the Peconic Estuary. The program aims to combat pollution, development and overuse while fostering restoration and protection of the estuarine environment.		
4. Will the Proposed Legislation Have a Fiscal Impact?    YES <u>    </u> NO <u>X</u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Not applicable		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. None		
8. Proposed Source of Funding 50% Federal grant funds from the U.S. Environmental Protection Agency		
9. Timing of Impact 2014		
10. Typed Name & Title of Preparer Diane E. Weyer Principal Financial Analyst Theresa Collo Budget Office	11. Signature of Preparer <i>Diane Weyer</i> Theresa Collo	Date 2/10/14 2/19/14

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

1194

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$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
<b>TOTAL</b>	\$0	\$0.00	\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$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.

COUNTY OF SUFFOLK



1194

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

**To:** Liza Wright, Budget, Purchasing and Grants Unit  
**From:** Gary Amato, Budget, Purchasing and Grants Unit  
**Date:** February 10, 2014  
**Subject:** Request for Resolution

Peconic Estuary Program  
Budget Period: 10/1/13 – 9/30/15  
Approp: 001-4413  
Revenue Code: 4902

Please write a resolution to accept and appropriate 50% Federal grant funds for the above mentioned program. The total grant award for this period is \$401,066. Part of the funding has already been budgeted for in the 2014 operating budget. The balance of the grant funds need to be appropriated as follows;

<u>Grand Total</u>	<u>\$ 59,600</u>
<u>SUPPLIES</u>	<u>\$ 1,000</u>
3500 Other - Unclassified	\$ 1,000
<u>TRAVEL</u>	<u>\$ 3,600</u>
4330 Employee Travel	\$ 3,600
<u>CONTRACTUAL EXPENSES</u>	<u>\$ 55,000</u>
4560 Fee for Service	\$ 55,000





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2  
290 BROADWAY  
NEW YORK, NY 10007-1866

1194

September 12, 2013

VIA EMAIL

Agreement No. CE99200218-0

James L. Tomarken  
Commissioner  
Suffolk County Department of Health Services  
225 Rabro Drive East  
Hauppauge, New York 11788-4290

**Subject: Peconic Estuary Program**

Dear Commissioner Tomarken:

Attached please find a Cooperative Agreement to assist Suffolk County Department of Health Services in the above-referenced project. Your application dated May 16, 2013, as revised June 25, 2013, requesting \$401,066 has been approved. Your attention is directed to the Terms and Conditions in the award document. Please note the inclusion of Administrative Condition No. 18 and Programmatic Condition No. 9, which describe recipient requirements for Civil Rights, and Electronic and Information Technology Accessibility, respectively.

Please note that EPA has eliminated the requirement for recipients to submit a signed Affirmation of Award for assistance agreements. An assistance agreement recipient demonstrates its commitment to carry out the award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or, 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. Please see the "Notice of Award" section of the agreement for more information. Due to this change, you are not required to sign and return a copy of the attached agreement. However, if you wish to file a notice of disagreement with the award terms and conditions, you have the option of either emailing your notice to [Region2\\_GrantApplicationBox@epa.gov](mailto:Region2_GrantApplicationBox@epa.gov) or mailing it to:

Roch Baamonde, Chief  
Grants & Audit Management Branch  
U.S. EPA Region 2  
290 Broadway, 27<sup>th</sup> Floor  
New York, NY 10007

All email attachments must be sent in pdf format. Documents emailed to us in any other format

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cannot be accepted. Also, be advised that any electronic submissions exceeding 15 Megabytes must be mailed.

Sincerely,

Donna J. Vizian  
Assistant Regional Administrator  
for Policy and Management

Attachment

cc: Alison Branco

# COUNTY OF SUFFOLK



1194

**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

February 11, 2014

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to accept and appropriate 50% Federal grant funds from the United States Environmental Protection Agency to the Department of Health Services, Division of Environmental Quality for the Peconic Estuary Program. This program promotes long-term planning and management of the Peconic Estuary. The program aims to combat pollution, development and overuse while fostering restoration and protection of the estuarine environment.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-EQ PEP.docx."

Sincerely,

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

Enclosures

C: Dennis M. Cohen, Chief Deputy County Executive  
Thomas Vaughn, Director of Intragovernmental Relations  
Lisa Santeramo, Assistant Deputy County Executive  
Margaret B. Bermel, MBA, Director of Health Administrative Services  
Barry S. Paul, Deputy Commissioner  
Walter Dawydiak, Acting Director, Division of Environmental Quality  
Diane E. Weyer, Principal Financial Analyst



OFFICE OF THE COMMISSIONER  
3500 Sunrise Highway, Suite 124, P. O. Box 9006, NY 11739-9006  
Phone (631) 854-0000 Fax (631) 854-0108

1194

**2014 Intergovernmental Relations  
Memorandum of Support**

TITLE OF BILL: Accepting and Appropriating 50% Federal grant funds from the United States Environmental Protection Agency to the Department of Health Services, Division of Environmental Quality for the Peconic Estuary Program.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriation grant funds for the Peconic Estuary Program.

SUMMARY OF SPECIAL PROVISIONS: This legislation amends the 2014 Adopted Operating Budget.

JUSTIFICATION: These additional grant funds along with County funds will be dedicated to the Peconic Estuary Program. This program provides long-term planning and management of the Peconic Estuary, aims to combat pollution, development and overuse while fostering restoration and protection of the estuarine environment.

FISCAL IMPLICATIONS: None

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Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:				
1100 Permanent Salaries	\$232,021.00		\$0.00	
1110 Interim Salaries	\$232,021.00			
1120 Overtime Salaries				
EQUIPMENT:				
2010 Furniture	\$0.00		\$0.00	
2020 Office Machines	0.00			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2090 Radio and Communication				
2500 Other Equip: Unclassified				
SUPPLIES, MATERIALS, OTHER				
3010 Office Supplies	\$1,000.00		\$0.00	
3020 Postage	0.00			
3040 Printing	0.00			
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.	0.00			
3500 Other Unclassified	1,000.00			
3510 Rent: Business Machines				
3680 Repairs, Special Equip				
UTILITIES:				
4010 Telephone & Telegraph	\$0.00		\$0.00	
TRAVEL:				
4330 Travel Employee Contracts	\$3,600.00		\$0.00	
4340 Travel Other Contracts	3,600.00			

1194

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
FEEES FOR SERVICES: 4560: Fees for Services, Non-Employees	\$55,000.00 55,000.00		\$401,066.00 401,066.00	477 fund projects: Sag Harbor Stormwater Remediation (147,500) Clustered Wastewater (90,000) 1/4 of OSDS Phase II (75,750) Woodhull Dam (100,000) CCE Ag. Stewardship Program (147,000) 1/3 USGS Mon. Mosquito Control Prod. (50,000)
CONTRACTED SERVICES (List) 4980 Contracted Agencies	\$0.00 0.00		\$0.00	
EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker's Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	\$109,445.00		\$0.00	
OTHER: (List Source & Brief Explanation) Conference Attendance Media/advertisement	\$0.00 0.00 0.00		\$0.00	

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

\_\_\_\_\_  
Signature of Project Director



	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 99200218 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> CE	<b>DATE OF AWARD</b> 09/05/2013
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/12/2013
		<b>PAYMENT METHOD:</b> Advance	<b>ACH#</b> 20015
		<b>RECIPIENT TYPE:</b> County	
<b>RECIPIENT:</b> Suffolk County Department of Health Services 225 Rabro Drive East Hauppauge, NY 11788 EIN: 11-6000464		<b>PAYEE:</b> Suffolk County Department of Health Services Riverhead County Center 300 Center Drive, 2nd Floor Riverhead, NY 11901	
<b>PROJECT MANAGER</b> Alison Branco 225 Rabro Drive East Hauppauge, NY 11788 E-Mail: alison.branco@suffolkcountyny.gov Phone: 631-852-5805	<b>EPA PROJECT OFFICER</b> Sheri Jewhurst 290 Broadway, CWD/WMB New York, NY 10007-1866 E-Mail: Jewhurst.Sheri@epamail.epa.gov Phone: 212-637-3035	<b>EPA GRANT SPECIALIST</b> Michele Junker Grants and Audit Mgt Branch, OPM/GAMB E-Mail: Junker.Michele@epa.gov Phone: 212-637-3418	
<b>PROJECT TITLE AND DESCRIPTION</b> Peconic Estuary Program  This cooperative agreement provides financial assistance to the recipient to support implementation of the Comprehensive Conservation and Management Plan prepared by the Peconic Estuary Program Management Conference. Specific activities in the workplan address: habitat restoration and nitrogen pollution modeling, as well as water quality monitoring and program office services to reduce pollution and improve environmental quality.			
<b>BUDGET PERIOD</b> 10/01/2013 - 09/30/2015	<b>PROJECT PERIOD</b> 10/01/2013 - 09/30/2015	<b>TOTAL BUDGET PERIOD COST</b> \$802,132.00	<b>TOTAL PROJECT PERIOD COST</b> \$802,132.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 06/25/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$401,066. EPA agrees to cost-share 50.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$401,066. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 2 Clean Water Division 290 Broadway New York, NY 10007-1866	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Donna J. Vizian - Assistant Regional Administrator for Policy and Management			<b>DATE</b> 09/05/2013

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 401,066	\$ 401,066
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 401,066	\$ 401,066
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 802,132	\$ 802,132

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.456 - National Estuary Program	Clean Water Act: Sec. 320	40 CFR PTS 31 & 35 SUBPT P

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1302HE0307	1314	B	02N2	202B89	4183			401,066
									401,066

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$232,021
<b>2. Fringe Benefits</b>	\$109,445
<b>3. Travel</b>	\$3,600
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$1,000
<b>6. Contractual</b>	\$55,000
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$401,066
<b>9. Total Direct Charges</b>	\$802,132
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient <u>50.00</u> % Federal <u>50.00</u> %.)</b>	\$802,132
<b>12. Total Approved Assistance Amount</b>	\$401,066
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$401,066
<b>15. Total EPA Amount Awarded To Date</b>	\$401,066

**COORDINATION OF GRANT APPLICATION OR CONTRACT**

**DATE: 5/30/13**

**County of Suffolk**

Submitting Department / Agency: Health Services		Location: 3500 Sunrise Hwy. Suite 124, Great River, NY 11739	
Contact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date 5/30/2013	

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

***I. Background Information***

1. Grant Title  
FFY - 2013 Peconic Estuary Program

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)

A. New Program Application  
 B. Renewal Application  
 C. Supplemental (Specify)  
 D. Extension of Funding Period  
 E. Contract

4. General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)

Annual Federal Grant in support of the implementation of the Peconic Estuary Program's Comprehensive Conservation and Management Plan.

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

NONE

***II. BUDGET INFORMATION***

1. Term of Contract From: 10/1/2013 To: 9/30/2015

2. Financial Assistance Requested

Source	First Funding Cycle		Second Funding Cycle		Third Funding Cycle	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$ 401,066	50.0%				
State	\$ -	0.0%				
Private	\$ -					
County	\$ 401,066	50.0%				
<b>Total</b>	<b>\$ 802,132</b>	<b>100.0%</b>				



RESOLUTION NO.

CONTROL#951-2014

Intro. Res. # 1195-14

Laid on Table 3/4/14

INTRODUCED BY PRESIDING OFFICER  
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. \_\_\_\_\_ 2014  
TO READJUST, COMPROMISE, AND GRANT  
REFUNDS AND CHARGE-BACKS ON REAL  
PROPERTY CORRECTION OF ERRORS BY:  
COUNTY LEGISLATURE (CONTROL #951-2014)

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

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

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

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

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

RESOLUTION NO.

CONTROL#951-2014

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

RESOLUTION NO.

CONTROL#951-2014

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

Key	Town	Year	S C Tax Map No	Original Tax	Corrected Tax	Chargeback Refund, If Tax Paid
A	BROOKHAVEN	13/14	0200 38900 0800 026000	7052.32	4138.37	2913.95
A	BROOKHAVEN	13/14	0200 43400 0200 008001	9358.54	4750.18	4608.36
A	BROOKHAVEN	13/14	0204 02000 0200 017003	7573.59	2402.98	5170.61
A	BROOKHAVEN	13/14	0200 64200 0400 033000	5321.10	1947.92	3373.18
A	BROOKHAVEN	13/14	0200 98570 0500 029000	7565.82	2374.66	5191.16
A	BROOKHAVEN	13/14	0200 94100 0300 011000	5851.09	1072.06	4779.03
A	BROOKHAVEN	13/14	0200 82500 0200 016003	8626.33	1094.92	7531.41
A	BROOKHAVEN	13/14	0200 89900 0400 084000	6914.56	2655.08	4259.48
A	BROOKHAVEN	13/14	0200 82200 0400 005000	6964.15	2075.35	4888.80
A	BROOKHAVEN	13/14	0200 49320 0100 092000	5760.46	1136.96	4623.50
A	BROOKHAVEN	13/14	0200 85100 0200 011000	29742.99	17498.61	12244.38
A	BROOKHAVEN	12/13	0200 85100 0200 011000	28930.87	15696.64	13234.23
A	BROOKHAVEN	13/14	0200 85100 0200 010003	25584.83	14772.03	10812.80
A	BROOKHAVEN	12/13	0200 85100 0200 010003	24886.24	13200.05	11686.19
A	HUNTINGTON	13/14	0400 17800 0100 009000	6255.36	3632.68	2622.68
A	ISLIP	13/14	0504 01300 0100 092000	6946.85	1673.59	5273.26
A	RIVERHEAD	13/14	0600 04700 0200 004006	8077.43	910.03	7167.40

As Provided and Requested By Town Assessor or Receiver of Taxes  
 APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1195

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution  Local Law Charter Law

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation Yes \_\_\_ No \_\_\_

SEE NO. 2 ABOVE

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

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

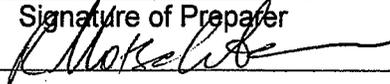
9. Timing of Impact

2014

10. Typed Name & Title of Preparer

R. Motschenbacher RPAT II

11. Signature of Preparer



12. Date February 11, 2014

**Additional back-up material regarding IR 1195 is on file in the**

**Legislative Clerk's Office, Hauppauge.**

RESOLUTION NO.

CONTROL#-952-2014

Intro. Res. # 1196-14

Laid on Table 3/4/14

INTRODUCED BY PRESIDING OFFICER  
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. \_\_\_\_\_ 2014  
TO READJUST, COMPROMISE, AND GRANT  
REFUNDS AND CHARGE-BACKS ON REAL  
PROPERTY CORRECTION OF ERRORS BY:  
COUNTY LEGISLATURE (CONTROL #952-2014)

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

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

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

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

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

RESOLUTION NO.

CONTROL#-952-2014

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

RESOLUTION NO.

CONTROL#952-2014

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

Key	Town	Year	S.C. Tax Map No	Original Tax	Corrected Tax	Chargeback Refund if Tax Paid
A	BROOKHAVEN	13/14	0200 85100 0200 010002	15848.64	10473.43	5375.21
A	BROOKHAVEN	12/13	0200 85100 0200 010002	15415.87	9603.14	5812.73
A	BROOKHAVEN	13/14	0208 02400 0700 033000	3770.51	732.06	3038.45
A	BROOKHAVEN	13/14	0200 43900 0200 002001	1291638.53	1027019.21	264619.32
A	BROOKHAVEN	13/14	0200 17000 0400 083000	7779.67	2699.23	5080.44
A	ISLIP	13/14	0500 31800 0300 010001	31376.63	19678.08	11698.55
C	ISLIP	13/14	0500 11700 0300 093002	6181.53	3227.06	2954.47
A	SMITHTOWN	13/14	0800 18400 0300 046000	11772.08	8894.82	2877.26
A	SMITHTOWN	13/14	0803 00700 0400 009000	14126.69	10691.68	3435.01
A	SMITHTOWN	13/14	0800 01100 0700 025000	45210.82	41992.55	3218.27
A	SMITHTOWN	13/14	0800 04100 0700 009000	25164.84	21955.37	3209.47
A	SMITHTOWN	13/14	0800 01100 0200 019004	23575.80	18130.26	5445.54
A	SMITHTOWN	13/14	0800 13201 0100 091000	5972.32	2954.24	3018.08
A	SMITHTOWN	13/14	0800 16200 0200 054000	8022.57	5111.20	2911.37
A	SMITHTOWN	12/13	0800 05900 0100 005005	188846.40	186162.79	2683.61
A	SMITHTOWN	13/14	0800 15500 0800 066000	12386.99	6212.95	6174.04
A	SMITHTOWN	13/14	0800 07500 0500 007000	40391.62	4114.62	36277.00
A	SMITHTOWN	13/14	0800 13400 0400 010000	74340.28	43142.28	31198.00

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1196

1. Type of Legislation

Resolution  Local Law Charter Law

2. Title of Proposed Legislation

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

3. Purpose of Proposed Legislation Yes \_\_\_ No \_\_\_

**SEE NO. 2 ABOVE**

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

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

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

N/A

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

N/A

8. Proposed Source of Funding

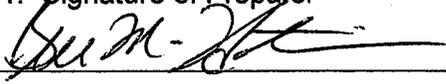
N/A

9. Timing of Impact

2014

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

11. Signature of Preparer



12. Date February 13, 2014

**Additional back-up material regarding IR 1196 is on file in the**

**Legislative Clerk's Office, Hauppauge.**

1197

Intro. Res. No. -2014  
Introduced by Legislator Lindsay

Laid on Table 3/4/2014

**RESOLUTION NO. -2014, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS (CP 5200)**

**WHEREAS**, dredging is needed at Grand Canal in Oakdale; and

**WHEREAS**, sufficient funds are not included in the 2014 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

**WHEREAS**, this Legislature, by resolution of even date herewith, has authorized the issuance of \$120,000 in Suffolk County Serial Bonds; and

**WHEREAS**, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2014 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

**1<sup>st</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-seven (57) 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

**2<sup>nd</sup> RESOLVED**, that the 2014 Capital Budget and Program be and is hereby amended as follows:

Project Number: 1755

Project Title: Infrastructure Improvements for Traffic and Public Safety and Public Health

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
<u>Cost Elements</u> 3. Construction	<u>\$880,000</u>	<u>\$1,000,000B</u>	<u>\$880,000B</u>
<b>TOTAL</b>	<b>\$880,000</b>	<b>\$1,000,000</b>	<b>\$880,000</b>

Project Number: 5200

Project Title: Dredging of County Waters

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
<u>Cost Elements</u> 1. Planning, Design, & Supervision	<u>\$2,435,000</u>	<u>\$35,000B</u>	<u>\$155,000B</u>



1198

Intro. Res. No. -2014  
Introduced by Legislator Anker

Laid on Table 3/4/14

**RESOLUTION NO. -2014, DIRECTING THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN CONJUNCTION WITH THE DEPARTMENT OF HEALTH SERVICES AND THE SUFFOLK COUNTY POLICE DEPARTMENT, TO DEVELOP AND PUBLISH A WEBSITE DEDICATED TO BULLYING PREVENTION AND AWARENESS**

**WHEREAS**, bullying is a significant problem among school aged children which is attracting the attention of educators and parents throughout Suffolk County and the nation; and

**WHEREAS**, Suffolk County is a leader in combatting bullying, having criminalized cyberbullying of minors in 2010 and established October as "Bullying Prevention Awareness Month" in 2011; and

**WHEREAS**, abundant information on bullying prevention is available online, but there is no website that provides information and resources on this issue that are specific to Suffolk County; and

**WHEREAS**, the County should establish a website that gives Suffolk County residents easy access to information regarding bullying and the resources available to those who are victimized by bullying; now, therefore be it

**1st RESOLVED**, that the Department of Information Technology, in conjunction with the Department of Health Services and the Suffolk County Police Department, is hereby authorized, empowered and directed to develop and publish a website dedicated to bullying prevention and awareness which shall include information and resources pertinent to the residents of Suffolk County; and be it further

**2nd RESOLVED**, that the Department of Health Services shall develop for inclusion on the website information regarding the signs of bullying in young people, the different types of bullying, and methods to prevent bullying, as well as existing bullying prevention programs and peer education programs in Suffolk County; and be it further

**3rd RESOLVED**, that the Suffolk County Police Department will provide the Department of Information Technology with information on school bullying prevention programs; and be it further

**4th RESOLVED**, that the Department of Information Technology will publish this website no later than August 1, 2014; 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:\reslr-bullying-prevention-online

1199

Intro. Res. No. -2014

Laid on Table 3/4/2014

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2014, AUTHORIZING CERTAIN  
TECHNICAL CORRECTIONS TO ADOPTED RESOLUTION NO.  
1038-2013**

**WHEREAS**, the County Legislature has adopted and the County Executive has signed Resolution No. 1038-2013; and

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

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

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

**Resolution No. 1038-2013**

1. In the Title paragraph: Bond Resolution No. 1038-2013 was adopted to amend Resolution No. 1383-2006, however in the title of 1038-2013 it states it is amending [1386-2006].

**AMENDING BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, AMENDING BOND RESOLUTION NO. [1386-2006] 1383-2006, ADOPTED ON DECEMBER 5, 2006, AUTHORIZING THE ISSUANCE OF \$700,000 BONDS TO FINANCE THE COST OF IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 23-COVENTRY MANOR (CP 8149.111 and .310)**

2. In the 3<sup>rd</sup> WHEREAS the IR No. was missing, it should be 1969.

DATED:

APPROVED BY:

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

Date:

1200

Intro. Res. No. -2014  
Introduced by Presiding Officer Gregory

Laid on Table 3/4/14

**RESOLUTION NO. -2014, APPROPRIATING FUNDS IN CONNECTION WITH THE OPTICAL DISK IMAGING SYSTEM (CP 1751)**

**WHEREAS**, the Optical Disk Imaging System is the platform for the County Clerk's Record Retrieval System which stores millions of images of vital county records including deeds, mortgages, powers of attorney, covenants and restrictions, etc; and

**WHEREAS**, due to New York State mandates and legislation pushing forward related to e-recording requirements, it is critical the County Clerk's Office has the tools necessary to effectuate such; 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 revised by Resolution No. 571-1998, Resolution 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 forty-seven (47) 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 proceeds of \$75,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1751.113 Fund 001-Debt Service	Optical Disk Imaging System	\$75,000

**3rd RESOLVED**, that the 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 Title 6 of New York Code of Rules and Regulations ("NYCRR") in that the law authorized information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for 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 of SEQRA.

DATED:

APPROVED BY:

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

Date:

**RESOLUTION NO. -2014, APPROPRIATING FUNDS IN CONNECTION WITH UPGRADING OF THE COURT MINUTES APPLICATION (CP 1681)**

**WHEREAS**, the Court Minutes Application is the platform for all court related documents filed in the County Clerk's Office including indices of oaths, requisitions, resolutions, requests for Judicial Interventions, notice of appeals, subpoenas, stipulation of settlements, motion and cross motions, military and fire personnel, pulled files, etc.; and

**WHEREAS**, due to New York State mandates and legislation pushing forward related to e-filing requirements, it is critical the County Clerk's Office has the tools necessary to effectuate such; 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 revised by Resolution No. 571-1998, Resolution 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-two (32) 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 proceeds of \$75,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1681.111 Fund 001-Debt Service	Court Minutes Application	\$75,000

**3rd RESOLVED**, that the 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 Title 6 of New York Code of Rules and Regulations ("NYCRR") in that the law authorized information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for 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 of SEQRA.

DATED:

APPROVED BY:

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

Date:

1202

Intro. Res No. -2014  
Introduced by Presiding Officer Gregory

Laid on Table 3/4/14

**RESOLUTION NO. -2014, AUTHORIZING THE COUNTY CLERK TO FILE AN APPLICATION FOR ADDITIONAL STATE MORTGAGE TAX REIMBURSEMENT**

**WHEREAS**, Section 262 of the NEW YORK TAX LAW allows the County Clerk to receive all necessary expenses, as approved and allowed by the New York State Tax Commission, by retention from mortgage proceeds actually collected; and

**WHEREAS**, the Suffolk County Clerk's Office has sought and retrieved mortgage tax reimbursement in the amount of \$1,830,463.00 for 2013-2014; and

**WHEREAS**, the County Clerk's basic expenses in collecting mortgage tax have increased; and

**WHEREAS**, the County Clerk's Office collected \$111,866,915.37 in mortgage tax in 2013 compared to \$89,160,693.84 collected in 2012; and

**WHEREAS**, the Suffolk County Clerk is now entitled to retain annually from the mortgage tax collected moneys which could be utilized to offset budgetary shortfalls or tax increases in the County operating budget; and

**WHEREAS**, the County Clerk has determined that her Office is eligible to retain \$1,830,463.00 of mortgage tax collected to offset expenses in her office, now, therefore be it

**1st RESOLVED**, that the Suffolk County Clerk is hereby authorized, empowered, and directed, pursuant to Section 18-2 of the SUFFOLK COUNTY CHARTER, to file an application with the New York State Commissioner of Taxation and Finance, for additional funding in the amount of \$1,830,463.00 that the County of Suffolk may be entitled to as a result of actual collection of the New York State mortgage tax proceeds by the Suffolk County Clerk's Office, as set forth in Exhibit "A" attached hereto and made part hereof.

DATED:

APPROVED BY:

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

Date:

EXHIBIT "A"

2014

**MORTGAGE TAX COST ANALYSIS  
NON PERSONNEL COSTS**

I.	Support Costs - Data Processing Total Data Processing Costs - \$ 668,647 38% Attributable	\$ 254,086
II.	General Office Supplies Total - \$143,306 38% Attributable	\$ 54,456
III.	Postage 48,499 Mortgages at 1.51	\$ 73,233
IV.	Service and Maintenance of Equipment Total - \$ 152,726 38% Attributable	\$ 58,036
V.	Rental of Office Space 6,174 Square Feet \$20.00 per Square Foot	\$ 123,480
	<b>NON-PERSONNEL SUB TOTAL</b>	<b>\$563,292</b>

**MORTGAGE TAX PERSONNEL COSTS**

Total costs include 30% for Fringe Benefits  
See attached personnel cost analysis

**PERSONNEL SUB TOTAL \$ 1,267,171**

**TOTAL MORTGAGE TAX COSTS \$ 1,830,463**

1203

Intro. Res. No. -2014  
Introduced by Legislator Browning

Laid on Table

3/4/14

**RESOLUTION NO. -2014, AUTHORIZING USE OF SMITH  
POINT COUNTY PARK PROPERTY BY MASTIC BEACH FIRE  
DEPARTMENT, INC. FOR PUBLIC SAFETY SERVICES FUND  
DRIVE**

**WHEREAS**, the Mastic Beach Fire Department responds to over 100 calls at the Smith Point County Park each year; and

**WHEREAS**, the Mastic Beach Fire Department, Inc. (Department), would like to host a fundraising drive at Smith Point County Park in Shirley; and

**WHEREAS**, the fundraising drive for support of the public safety services provided by the Department will be held from July 2, 2014 through July 6, 2014; and

**WHEREAS**, the County of Suffolk shall receive consideration in the total amount of Two Hundred and Fifty and 00/100 Dollars (\$250.00), plus public safety services rendered by the Department to the Smith Point County Park, payment of which shall be guaranteed by the Department; and

**WHEREAS**, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured will be provided by the Department; and

**WHEREAS**, the use of County property for such fund drive for support of the public safety services provided by the Department would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

**1st RESOLVED**, that the use of County-owned property, i.e., the Smith Point County Park in Shirley, by the Mastic Beach Fire Department, Inc. (Department), in consideration of the payment of Two Hundred and Fifty and 00/100 Dollars (\$250.00), and in consideration of public safety services rendered by the Department to the Smith Point County Park, for the purpose of hosting a fund drive at the regular tollbooth for beach parking and at the east tollbooth at the outer beach entrance with signs asking the public to "Help Us Save You", for support of the public safety services provided by the Department from July 2, 2014 through July 6, 2014, between the hours of 8:00 a.m. and 4:00 p.m. each day is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from the Department, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division; and be it further

**2nd RESOLVED**, that before this event shall be permitted to occur, the Department must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 643-7 of the SUFFOLK COUNTY CODE; and be it further

**3rd RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as

shall be necessary and appropriate to facilitate the hosting of the fund drive for support of the public safety services provided by the Department at Smith Point County Park in Shirley; and be it further

**4th**           **RESOLVED**, that the Department shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

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

DATED:

APPROVED BY:

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

Date:

s:\res\r-smith-point-mastic-beach-fire-dept

1204

Intro. Res. No. -2014  
Introduced by Legislator Browning

Laid on Table 3/4/14

**RESOLUTION NO. -2014, AUTHORIZING USE OF  
SOUTHAVEN COUNTY PARK FOR THE KARA'S HOPE 5K  
RUN/WALK**

**WHEREAS**, the Kara's Hope 5K Run/Walk is being held to honor the memory of Kara Williams, a student of William Floyd High School who died in 2010 at the age of 17; and

**WHEREAS**, the Kara's Hope Foundation would like to use Southaven County Park for the purpose of hosting a 5K run/walk to raise funds for the Kara's Hope Scholarship Fund, which funds will be awarded annually to graduating seniors from William Floyd High School; and

**WHEREAS**, the 5K run/walk will be held on Saturday, May 17, 2014 at Southaven County Park from 8:00 a.m. to 12:30 p.m.; and

**WHEREAS**, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by the Kara's Hope Foundation; and

**WHEREAS**, the County of Suffolk shall receive consideration in the total amount of Four Hundred Dollars and 00/100 (\$400.00), payment of which shall be guaranteed by the Kara's Hope Foundation; now, therefore be it

**1st RESOLVED**, that the use of County-owned property, i.e., the Southaven County Park, in consideration of the payment of Four Hundred Dollars and 00/100 (\$400.00), for the purpose of a 5K race on Saturday, May 17, 2014, between the hours of 8:00 a.m. and 12:30 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from the Kara's Hope Foundation, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel, and Civil Service; and be it further

**2nd RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to the Kara's Hope Foundation. The Department of Parks, Recreation and Conservation and the County Department of Public Works are further authorized, empowered and directed to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for the Kara's Hope Foundation; and be it further

**3rd RESOLVED**, that the Kara's Hope Foundation also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

**4th RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and

(27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

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

Date:

s:\res\r-southaven-park-kara's-hope

1205

Intro. Res. No. -2014

Laid on Table

3/4/14

Introduced by Presiding Officer Gregory and Legislator Schneiderman

**RESOLUTION NO. -2014, REAPPOINTING RICHARD F. WHITE, JR., AS A MEMBER OF THE SUFFOLK COUNTY BOARD OF TRUSTEES OF PARKS, RECREATION AND CONSERVATION**

**WHEREAS**, Richard F. White, Jr., representing the Town of East Hampton, is currently a member of the Suffolk County Board of Trustees of Parks, Recreation and Conservation; and

**WHEREAS**, Mr. White's term on the Board of Trustees expired on November 30, 2013; and

**WHEREAS**, the Supervisor of the Town of East Hampton has recommended the reappointment of Richard F. White, Jr., representing the Town of East Hampton, to said Board; now, therefore be it

**1st RESOLVED**, that Richard F. White, Jr., currently residing in Montauk, New York, be and he hereby is reappointed, pursuant to Section 28-1(C) of the SUFFOLK COUNTY CHARTER, as a member of the Suffolk County Board of Trustees of Parks, Recreation, and Conservation as the representative of the Town of East Hampton for a term of office to expire on November 30, 2018.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER

S:\reslr-reappt-park-trustee-white

# Richard Fox White, Jr.

Post Box  
Montauk, NY 11954

1205

Phone:  
Fax: 631-  
Cell: 631-

E mail:

Born Southampton Hospital February 21, 1941  
Moved to Montauk 3 days later....still here

Married Rose Tuthill White  
5 married children  
9 short people (Grandkids)

Retired from R F White Enterprises, Inc .....a family owned real estate business

## **East Hampton Town positions held**

Planning Board member 1964-1970 and chairman 1965-1970 & 1980 - 1981  
Town Board Councilman 1970-1975  
Town Budget Director 1976, 1977

## **Montauk Community Positions held**

Member Montauk Community Church since 1959  
Trustee Montauk Community Church 1980-1984  
Montauk School Board Member 1980 - 1990 Vice Chair 1984-1990  
Montauk Fire Dept member since 1965  
Presently active in Fire Police Company 6 and Ambulance Company 4  
Montauk Fire Dept Treasurer since 1985  
Commissioner, Montauk Fire District 1988 - 1997 Chairman 1993-1997  
Board of Directors Montauk Point Lighthouse Museum since 1985  
Museum Chairman 1985 - 2006  
Grand Marshall Montauk St Pats Parade 1997  
Board of Directors Montauk Historical Society since 2007

## **Suffolk County positions held**

First appointed to SC Parks and Recreation 1970  
Deputy Commissioner SC Parks and Recreation 1980  
SC Charter Revision Commission member 1980

## **Interests**

Surf casting    Bird watching    Traveling    Gardening  
NY Giants

1206

Intro. Res. No. -2014  
Introduced by Presiding Officer Gregory

Laid on Table 3/4/14

**RESOLUTION NO. -2014, AUTHORIZING THE COUNTY  
TREASURER TO BORROW CASH FUNDS FROM OTHER  
COUNTY FUNDS FOR 2014**

**WHEREAS**, the County Treasurer recommends that moneys be borrowed from a variety of County funds in the event of a temporary shortfall of cash during 2014; and

**WHEREAS**, in accordance with Section 9-a of the NEW YORK GENERAL MUNICIPAL LAW, moneys can be temporarily advanced between funds, but must be repaid with interest by the end of the fiscal year; and

**WHEREAS**, the original intent of the Suffolk County Legislature and New York State Laws in creating said funds will not be circumvented by the enactment of the resolution; and

**WHEREAS**, the Suffolk County Legislature has previously granted the County Treasurer approval to temporarily borrow cash in Resolution Nos. 162-2013; 15-2012; 45-2011; 92-2010; 105-2009; 62-2008; 609-2007; 1011-2006; 1097-2005; 800-2004; 711-2003; 878-2002; and prior years;

**WHEREAS**, it is prudent fiscal management for the County to borrow from its own funds since the County will not incur borrowing fees, such as the cost of issuance from such action; now, therefore be it

**1st RESOLVED**, that for the entire 2014 fiscal year, the County Treasurer is hereby authorized and empowered to borrow available cash from individual County Funds to the extent this cash is not needed for budgeted expenditures of said funds; and be it further

**2nd RESOLVED**, that any moneys borrowed from any County Fund pursuant to this resolution shall be repaid to said fund with interest at the prevailing rate from subsequent revenues as soon as it is fiscally practicable, but no later than December 31, 2014; and be it further

**3rd RESOLVED**, that the County Treasurer is hereby directed to provide the County Legislature, the County Executive, County Comptroller, County Executive Budget Office, and the Legislative Budget Review Office with a report within five business days following any transaction that increases or decreases the fund balance in any County Fund through an internal transfer between funds; and be it further

**4th RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.



**UPDATED RESOLUTION AS OF 2/26/14 (3:00 P.M.)**

Intro. Res. No. 1207-2014  
Introduced by Legislator Anker

Laid on Table 3/4/14

**RESOLUTION NO. -2014, DESIGNATING JULY 10TH AS  
NIKOLA TESLA DAY IN SUFFOLK COUNTY**

**WHEREAS**, Nikola Tesla was born on July 10, 1856 in what is modern day Croatia, where he studied engineering and worked as an electrical engineer; and

**WHEREAS**, in 1884, Mr. Tesla relocated to New York City to work for Edison Machine Works where he designed numerous types of machines which replaced original Edison designs; and

**WHEREAS**, Mr. Tesla started the Tesla Electric Company in 1887 where he worked on the alternating current motor and other devices for power, such as a brushless alternating current induction motor, based on a rotating magnetic field principle, and shortly thereafter, established the principle for the modern day electrical grid system; and

**WHEREAS**, in 1891, Mr. Tesla became an American citizen. Mr. Tesla valued his American citizenship over his scientific honors; and

**WHEREAS**, in 1901, Mr. Tesla began the planning and construction of the Wardenclyffe Tower Facility in Shoreham; and

**WHEREAS**, Nikola Tesla did most of his work in New York and his last remaining laboratory at Wardenclyffe still exists in Shoreham today; and

**WHEREAS**, it would be fitting to dedicate a day in Suffolk County as "Nikola Tesla Day"; now, therefore be it

**1st RESOLVED**, that July 10, 2014 and every year thereafter shall be designated as Nikola Tesla Day in Suffolk County; and be it further

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

DATED:

APPROVED BY:

---

County Executive of Suffolk County

Date:

s:\res\l-telsa day in SC revised

**RESOLUTION NO. - 2014, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH ENERGY CONSERVATION AT VARIOUS COUNTY FACILITIES (CP 1664)**

**WHEREAS**, the Commissioner of Public Works has requested funds for the Energy Conservation at Various County Facilities; and

**WHEREAS**, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request; and

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

**WHEREAS**, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$3,011,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup>** **RESOLVED**, pursuant to the State Environmental Quality Review Act (SEQRA), Environmental Conservation Law Article 8, Resolution No. 506-1995 classified the action contemplated by this as Type II Action; and be it further

**2<sup>nd</sup>** **RESOLVED**, that it is hereby determined that this project, with a priority ranking of seventy (70) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 (B) of the Suffolk County Charter to complete this project; and be it further

**4<sup>th</sup>** **RESOLVED**, that the 2014 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 1664  
Project Title: Energy Conservation at Various County Facilities

	<u>Total Est'd Cost</u>	<u>Current 2014 Capital Budget &amp; Program</u>	<u>Revised 2014 Capital Budget &amp; Program</u>
1. Planning, Design, and Supervision	\$1,908,848	\$50,000B	\$150,000B
2. Construction	<u>\$23,192,243</u>	<u>\$2,961,000B</u>	<u>\$2,861,000B</u>
TOTAL	\$25,101,091	\$3,011,000	\$3,011,000

and be it further

5<sup>th</sup> **RESOLVED**, that the proceeds of \$3,011,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1664.119 (Various Debt Service Funds)	20	Planning for Energy Conservation at Various County Facilities	\$150,000
525-CAP-1664.321 (Various Debt Service Funds)	20	Construction for Energy Conservation at Various County Facilities	\$2,861,000

Date:

APPROVED BY:

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

Date of Approval:

1208

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation <b>RESOLUTION NO. - 2014, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH ENERGY CONSERVATION AT VARIOUS COUNTY FACILITIES (CP 1664)</b>		
3. Purpose of Proposed Legislation  See above.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> <b>County</b>	<input type="radio"/> <b>Town</b>	<input type="radio"/> <b>Economic Impact</b>
<input type="radio"/> <b>Village</b>	<input type="radio"/> <b>School District</b>	<input type="radio"/> <b>Other (Specify):</b>
<input type="radio"/> <b>Library District</b>	<input type="radio"/> <b>Fire District</b>	
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—COST TO THE AVERAGE TAXPAYER IS FOR FUND 001 ONLY		
8. Proposed Source of Funding  SERIAL BONDS		
9. Timing of Impact  IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2014.		
10. Typed Name & Title of Preparer Nicholas Paglia Asst Executive Analyst	11. Signature of Preparer 	12. Date February 21, 2014

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2015 PROPERTY TAX LEVY\*  
COST TO THE AVERAGE TAXPAYER**

1208

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$266,100	\$0.51		\$0.001

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$266,100	\$0.51		\$0.001

\* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds  
Level Debt

1208

Term of Bonds 15  
Amount to Bond: \$3,011,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$153,187.47	\$112,912.50 \$53,583.98	\$266,099.97 \$53,583.98	\$266,099.97
5/1/2016	3.000%	\$158,932.00	\$53,583.98 \$50,604.01	\$212,515.99 \$50,604.01	\$266,099.97
5/1/2017	3.000%	\$164,891.95	\$50,604.01 \$47,512.29	\$215,495.96 \$47,512.29	\$266,099.97
5/1/2018	4.000%	\$171,075.40	\$47,512.29 \$44,304.62	\$218,587.69 \$44,304.62	\$266,099.97
5/1/2019	4.000%	\$177,490.73	\$44,304.62 \$40,976.67	\$221,795.35 \$40,976.67	\$266,099.97
5/1/2020	4.000%	\$184,146.63	\$40,976.67 \$37,523.92	\$225,123.30 \$37,523.92	\$266,099.97
5/1/2021	4.000%	\$191,052.13	\$37,523.92 \$33,941.69	\$228,576.05 \$33,941.69	\$266,099.97
5/1/2022	4.000%	\$198,216.58	\$33,941.69 \$30,225.13	\$232,158.28 \$30,225.13	\$266,099.97
5/1/2023	4.000%	\$205,649.70	\$30,225.13 \$26,369.20	\$235,874.84 \$26,369.20	\$266,099.97
5/1/2024	4.000%	\$213,361.57	\$26,369.20 \$22,368.67	\$239,730.77 \$22,368.67	\$266,099.97
5/1/2025	4.000%	\$221,362.63	\$22,368.67 \$18,218.12	\$243,731.30 \$18,218.12	\$266,099.97
5/1/2026	4.000%	\$229,663.73	\$18,218.12 \$13,911.93	\$247,881.85 \$13,911.93	\$266,099.97
5/1/2027	4.000%	\$238,276.12	\$13,911.93 \$9,444.25	\$252,188.04 \$9,444.25	\$266,099.97
5/1/2028	4.125%	\$247,211.47	\$9,444.25 \$4,809.04	\$256,655.72 \$4,809.04	\$266,099.97
5/1/2029	4.125%	\$256,481.90	\$4,809.04	\$261,290.94	\$266,099.97
5/1/2030		\$3,011,000.00	\$980,499.57	\$3,991,499.57	\$3,991,499.57
5/1/2031					
5/1/2032					

1208

Projected Start Date	Projected Completion Date	Schedule Year	Project #	Count	Projects - Phase I-a	Status	Fund	2013 (Mod) Installed Costs (\$)	2014 (Mod) Installed Costs (\$)	2015 Installed Costs (\$)	2016 Installed Costs (\$)	2017 Installed Costs (\$)		
Solar Electric (PV) Systems: Alternative Market Development Project - side-by-side evaluation														
Board of Elections (Direct Coupled and LIPA profiles)														
Jan-13	Feb-13	2013	1	1	Replace Lighting Warehouses 1, 2 and 3	Done	1664	n/a	n/a	n/a	n/a	n/a		
Jul-13	Aug-13	2013	2	1	Replace Existing Roof Standing Seam Aluminum with new R-10 insulation	In Process	1459	\$ 145,000	n/a	n/a	n/a	n/a		
Sep-13	Oct-13	2013	3	1	Install 100-kW Solar PV Central Inverter & LIPA Interconnection	Pending	1664	\$ 349,000	n/a	n/a	n/a	n/a		
Solar Electric (PV) Systems: Alternative Market Development Project - Proposed for DPW Office Bldg														
Jul-13	Aug-13	2013	4	1	Install 10-kW Solar PV DC-to-DC connection to new lighting circuits	Pending	1664	n/a	n/a	\$ 749,000	n/a	n/a		
								sub total Solar PV	1664/1459	\$ 1,800,000	\$ 140,000	\$ -	\$ -	
Chiller Optimization/Replacement: Central Plant Efficiency Improvements														
Dec-13	Mar-14	2013	5	1	HL Dennison Absorption - Replacement	In Process	1664	\$ 1,817,000	n/a	n/a	n/a	n/a		
Dec-13	Mar-14	2013	6	1	W.H. Rogers Absorption - Replacement	In Process	1664	\$ 431,768	n/a	n/a	n/a	n/a		
Nov-14	Mar-15	2014	7	1	Police Hdq. (Police plant with water cooled vapor) (1000 tons) (1000 tons) (1000 tons)	Pending	1664	n/a	n/a	n/a	\$ 200,000	n/a		
Jan-14	Mar-14	2015	8	1	Griffing Ave Courts - Optimization	On Hold	1664	n/a	n/a	\$ 275,000	n/a	n/a		
Jan-13	Mar-15	2014	9	1	Riverhead Center Power Plant - Optimization	Pending	1664	\$ 550,000	n/a	n/a	n/a	n/a		
Jan-13	Mar-15	2014	10	1	Riverhead Center Power Plant Satellite Chiller Study	Pending	1664	n/a	n/a	n/a	n/a	n/a		
Sep-15	Mar-16	2016			Satellite Chillers @ Riverhead Complex		1664	n/a	n/a	n/a	n/a	\$ 2,321,592		
								sub total Chiller Optimization	1664	\$ 2,998,668	\$ 475,000	\$ 1,200,000	\$ -	
Install Building Management Systems (BMS): Energy Systems Integration and Efficiency Improvements														
Jul-13	Dec-13	2013	11	1	Police Pct's (3rd, 5th, 6th, 7th) Installation of BMS and Remote Access (assumes 4 buildings)	Pending	1664	n/a	n/a	\$ 200,000	\$ 200,000	n/a		
Sep-13	Dec-13	2013	12	1	Various County Facilities Real-Time Monitoring of energy meters and BMS (assumes 6 buildings/yr) Includes: Med Examiner & DA Bldgs, Dennison, DPW (CO 10), Griffing Ave Courts, Police HQ, & Cohalan Court Complex	In Process	1664	n/a	\$ 250,000	\$ 350,000	\$ 250,000	\$ 250,000		
Mar-14	Dec-14	2014	13	1	Facility Dude Utility Tracking System	In Process	1664	n/a	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000		
								sub total BMS	1664	\$ 70,000	\$ 570,000	\$ 470,000	\$ 270,000	
Combined Heat & Power (aka Cogeneration): Central Plant Augmentation														
Jan-15	Apr-15	2015	14	1	Dennison Building - 65 kW base-loaded with 40-ton exhaust fired absorber	Pending	1664,111	n/a	n/a	\$ 540,000	n/a	n/a		
Jan-16	Apr-16	2016	15	1	Cohalan Court Complex - 65 kW base-loaded	Pending	1664,111	n/a	n/a	n/a	\$ 640,000	n/a		
								sub total Cogeneration	1664	\$ -	\$ 540,000	\$ 640,000	\$ -	
Various Efficiency Upgrades: Reduced Energy Use Profile of Facility														
Jul-13	Nov-13	2014	16	1	Countywide Facilities Fluorescent Lighting Replacement T-12	In Process	1664	n/a	\$ 24,000	\$ 24,000	n/a	n/a		
Jul-13	Jul-13	2013	17	1	W.H. Rogers Bldg. Window Film to Reduce Summer Cooling Load	Done	1664	\$ 37,500	n/a	n/a	n/a	n/a		
Jul-13	Aug-13	2013	18	1	W.H. Rogers Bldg. White Roof to Reduce Summer Cooling Load	On Hold	1664	n/a	n/a	\$ 130,455	n/a	n/a		
May-13	Sep-13	2013	19	1	1st Pct Boiler Replacement	Done	1664	\$ 88,000	n/a	n/a	n/a	n/a		
Dec-13	Dec-13	2013	20	1	3rd Pct Boiler Replacement	Done	1664	\$ 71,000	n/a	n/a	n/a	n/a		
Jul-13	Dec-13	2013	21	1	Various County Facilities - 8 Yr Plan Lighting Upgrades & other Improvements Interior and Exterior (parking lot / other)	In Process	1664	n/a	n/a	\$ 200,000	\$ 450,000	\$ 450,000		
Apr-14	Jun-14	2014	22	1	Police Over Access	On Hold	1664,111	n/a	n/a	\$ 20,000	n/a	n/a		
Feb-14	May-14	2014	23	1	Riverhead Criminal Courts Building - New Windows	Pending	1664,111	n/a	n/a	n/a	n/a	\$ 1,000,000		
Apr-14	Aug-14	2014	24	1	Various County Facilities Repair window gaskets and install window films to reduce glare and heat loss/gain (assumes REP for 20 buildings)	Pending	1664	n/a	n/a	\$ 200,000	n/a	n/a		
								sub total Various Upgrades	1664	\$ 196,500	\$ 250,000	\$ 2,100,455	\$ 450,000	\$ 1,450,000
Various Efficiency Upgrades - Modified 2014: Reduced Energy Use Profile of Facility														
Jul-13	Nov-13	2014	1	1	Air Handler Replacement AH 2 & AH 4 - ME Bldg	Pending	1664	n/a	\$ 200,000	n/a	n/a	n/a		
Jul-13	Jul-13	2013	2	1	Ice Storage Study (Riverhead Complex)	Pending	1664	n/a	\$ 100,000	n/a	n/a	n/a		
Jul-13	Aug-13	2014	3	1	Riverhead Criminal Courts Bldg. (old section) Insulate Space Above Ceiling	Pending	1664	n/a	\$ 200,000	n/a	n/a	n/a		
Jul-13	Dec-13	2014	5	1	Yaphank Jail Boiler Replacement and various plumbing modifications	Pending	1664	n/a	\$ 100,000	n/a	n/a	n/a		
Jul-13	Dec-13	2014	6	1	Methadone Clinic (Bldg 151) Window Replacement	Pending	1664	n/a	\$ 200,000	n/a	n/a	n/a		
								Emergent Facility Upgrades	1664	n/a	\$ 200,000	\$ 200,000	\$ 200,000	
								sub total Various Upgrades	1664	\$ -	\$ 1,541,000	\$ 200,000	\$ 200,000	\$ 200,000
								2014 Tier 1 Total	1664	\$ 4,846,168	\$ 3,361,000	-	-	-
								2015 Tier 1 Total	1664	-	\$ 4,025,455	-	-	-
								2016 Tier 1 Total	1664	-	-	\$ 2,960,000	-	-
								2017 Tier 1 Total	1665	-	-	-	\$ 1,920,000	-
								2014+2015	-	\$ 8,757,168	-	-	\$ 12,816,455	-
								2015-2017	-	-	-	\$ 8,905,455	-	
\$ (8,905,455)														

# COUNTY OF SUFFOLK



1208

**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:** January 9, 2014

**RE:** CP 1664 – Energy Conservation at Various County Facilities

Attached for your review is a draft resolution amending the 2014 Capital Budget and Program and appropriating the sum of \$150,000 Planning and \$2,861,000 Construction, for a total of \$3,011,000. These funds will be used to continue with our aggressive energy conservation program. I have attached a listing of current proposed projects for your reference. While this list is not exhaustive, it does provide a general overview of proposed expenditures.

We have worked extensively with the Office of Legislative Budget Review to enable these projects to be conducted this calendar year to exploit the maximum operating savings up front. These much needed improvements to our mechanical and electrical infrastructure will save an estimated \$1,000,000 per year in operating costs.

This action is considered a Type II Action under SEQRA in accordance with Resolution No. 506-1995.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 1664 Energy Cons.doc.

GA/KL/dk  
attachments

cc: Dennis M. Cohen, Chief Deputy County Executive  
Joanne Minieri, Deputy County Executive/Commissioner, Economic Development & Planning  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director, Intergovernmental Relations  
Michael J. Monaghan, P.E., Chief Engineer  
James J. Ingenito, R.A., County Architect  
Charles Jaquin, General Services Manager  
CE RESO Review (e-mail)

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

COUNTY OF SUFFOLK



1208

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 OF SUPPORT

TITLE OF BILL: A resolution to appropriate funds in connection with Energy Conservation at Various County Facilities.

PURPOSE OR GENERAL IDEA OF BILL: To authorize the issuance of Suffolk County Serial Bonds in connection with design services and construction for energy conservation projects.

SUMMARY OF SPECIFIC PROVISIONS: Energy improvements to existing buildings in the form of energy efficient lighting, windows, boilers, insulation, HVAC equipment and building management systems in collaboration with NYPA, LIPA and NYSEERDA affiliated energy conservation programs.

JUSTIFICATION: With the rising cost of fossil fuels and electricity, it has been necessary to implement an aggressive energy conservation plan to improve building envelopes and reduce utility demands.

FISCAL IMPLICATIONS: Results of energy conservation will reduce building operating costs and provide rebates from affiliated organizations to help offset initial construction costs.

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1209

Intro. Res. No. -2014

Laid on Table 3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014, AUTHORIZING USE OF  
BLYDENBURGH COUNTY PARK BY THE CARE CENTER  
FOR ITS ANNUAL WALKATHON FUNDRAISER**

**WHEREAS**, The Care Center is a 501(c)(3) private, nonprofit organization having its principal place of business at 1930 Veterans Memorial Highway, Suite 15, Islandia, New York; and

**WHEREAS**, The Care Center would like to hold its Annual Walkathon Fundraiser at Blydenburgh County Park in the Town of Smithtown; and

**WHEREAS**, the Annual Walkathon Fundraiser is scheduled to be held on Saturday, May 17, 2014 from 8:00 a.m. to 12:00 p.m.; and

**WHEREAS**, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by The Care Center; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that the use of Blydenburgh County Park by The Care Center for the purpose of hosting a fundraiser on Saturday, May 17, 2014, is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance and the accompanying declaration page by the County of Suffolk from The Care Center, and the payment of Two Hundred Dollars (\$200.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

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

**3<sup>rd</sup> RESOLVED**, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4 (A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Blydenburgh County Park by The Care Center; and be it further

**4<sup>th</sup> RESOLVED**, that The Care Center shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

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



STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

<p>1. Type of Legislation</p> <p>Resolution <u>X</u>      Local Law _____      Charter Law _____</p> <p align="right" style="font-size: 2em;">1209</p>		
<p>2. Title of Proposed Legislation</p> <p>AUTHORIZING USE OF BLYDENBURGH COUNTY PARK BY THE CARE CENTER FOR ITS ANNUAL WALKATHON FUNDRAISER</p>		
<p>3. Purpose of Proposed Legislation</p> <p>Authorize use of County Parkland for fundraising event.</p>		
<p>4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>X</u>      No _____</p>		
<p>5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)</p> <p><input type="checkbox"/> County      <input type="checkbox"/> Town      <input type="checkbox"/> Economic Impact</p> <p><input type="checkbox"/> Village      <input type="checkbox"/> School District      <input type="checkbox"/> Other (Specify):</p> <p><input type="checkbox"/> Library District      <input type="checkbox"/> Fire District</p>		
<p>6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact</p> <p>There is a nominal fee (\$200.00) collected by the County for use of the Park.</p>		
<p>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.</p> <p>N/A</p>		
<p>8. Proposed Source of Funding</p> <p>N/A</p>		
<p>9. Timing Impact</p> <p>N/A</p>		
<p>10. Typed Name &amp; Title of Preparer</p> <p>Danielle L. Tings Senior Account Clerk Typist Dept. of Parks, Recreation &amp; Conservation</p>	<p>11. Signature of Preparer</p> 	<p>12. Date</p> <p>02/05/2014</p>

Debra Kalyer  
Principal Financial Analyst



2/24/14

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

1209

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$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
<b>TOTAL</b>	\$0	\$0.00	\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$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.

COUNTY OF SUFFOLK



1209

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF  
PARKS, RECREATION AND CONSERVATION

GREG DAWSON  
COMMISSIONER

2014 INTRAGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT

**TITLE OF BILL:** An act to authorize the use of Blydenburgh County Park by the Care Center for its Annual Walkathon Fundraiser.

**PURPOSE OR GENERAL IDEA OF THE BILL:** The Care Center would like to hold its Annual Walkathon Fundraiser at Blydenburgh County Park in the Town of Smithtown.

**SUMMARY OF SPECIFIC PROVISIONS:** This legislation authorizes the use of Blydenburgh County Park by the Care Center for the purpose of hosting a fundraiser on Saturday, May 17, 2014, from 8:00 a.m. to 12:00 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from the Care Center, and the payment of Two Hundred Dollars (\$200.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law.

**JUSTIFICATION:** The Care Center is a 501(c)(3) private, nonprofit organization having its principal place of business at 1930 Veterans Memorial Highway, Suite 15, Islandia, New York. All proceeds from the fundraiser will benefit the Care Center. The Care Center offers compassionate, confidential, caring assistance to women in unplanned pregnancies. All of the Care Center's services are free to single or married women in need, which include, pregnancy tests, counseling, material aid and referrals to resources. This event will generate Two Hundred Dollars (\$200.00) in revenue for the County of Suffolk. In addition, the use of County property for a walkathon would promote and protect the public health and general welfare of the residents of Suffolk County.

**FISCAL IMPLICATIONS:** There is a nominal fee (\$200.00) collected by the County for use of the Park.



COUNTY OF SUFFOLK



1209

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF  
PARKS, RECREATION AND CONSERVATION

GREG DAWSON  
COMMISSIONER

**TO:** JON SCHNEIDER, Deputy County Executive

**FROM:** GREG DAWSON, Commissioner

**CC:** DENNIS M. COHEN, Chief Deputy County Executive  
LISA SANTERAMO, Assistant Deputy County Executive  
TOM VAUGHN, Director of Intragovernmental Relations

**DATE:** FEBRUARY 5, 2014

**RE:** INTRODUCTORY RESOLUTION AUTHORIZING USE OF BLYDENBURGH COUNTY  
PARK BY THE CARE CENTER FOR ITS ANNUAL WALKATHON FUNDRAISER

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Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Care Center Fundraiser at Blydenburgh Park.doc."

The Care Center is a 501(c)(3) organization located in Islandia. The organization holds a walkathon fundraiser annually at Blydenburgh County Park. This draft resolution authorizes the use of the Blydenburgh County Park on May 17, 2014 for their fundraiser.

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

Enclosures



COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

1209

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: January 24, 2014

RE: **Amending the Map of the County Road System to Remove a Portion of CR 65, Middle Road from West Avenue (Including Weeks Street, River Avenue and Division Street) to the Village Line in the Village of Patchogue and Authorizing the County Executive to Execute an Agreement with the Village of Patchogue Transferring Ownership and Maintenance of Said Roadway to the Village of Patchogue**

Attached is a draft resolution to amend the map of the County Road System to remove a portion of CR 65, Middle Road, from West Avenue to the Patchogue Village Line. Additionally, this resolution will allow the County Executive to enter into an Ownership Transfer Agreement with the Town of Islip.

The above portion of CR 65, Middle Road is a minor arterial roadway and functions as a local roadway rather than a County roadway. It is mutually beneficial for the County and the Town to engage in the Ownership Transfer of this section of roadway.

The Suffolk County Council on Environmental Quality has reviewed these types of projects and has determined that they constitute a Type II action, involving routine or continuing agency administration and management.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CR65 to V-O Patch OTA.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

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**RESOLUTION NO. - 2014, APPROVING THE  
APPOINTMENT OF RICHARD RIZZUTI AS A MEMBER OF THE  
SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY  
SERVICES COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

**WHEREAS**, Richard Rizzuti is replacing Richard Sorrentino, whose term of office expired December 31, 2013, now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved Richard Rizzuti, a resident of Eaton's Neck, New York, as a representative of the Huntington Town Fire Chiefs' Council, to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2016, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, 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 of Approval:

**FIREMATIC RESUME**

**of  
Richard Rizzuti**

1210

**Eaton's Neck, N.Y. 11768**

***Entered the Fire Service – Eaton's Neck Fire Department - 2001***

***Elected Lieutenant – 2008***

***Elected Captain - 2011***

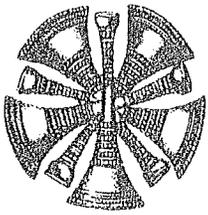
***Elected 2nd Assistant Chief - 2013 – Currently in Office***

***Certified as NYS EMT-B – 2011 – Currently in Refresh Class Due to Complete December 2014***

***Recognized by the Chief of Department as Fire Fighter of the year – 2004 & 2009 & 2011***

**FIREMATIC EDUCATION**

- *Suffolk County Fire Fighter 1*
- *NYC EMT – B Licensed*
- *Attended the following Suffolk County Fire Academy training as both a firefighter and officer/Chief:*
  - *Class A*
  - *Tower Operations*
  - *Tax Payer*
  - *Propane*
  - *Smoke House*
  - *Flash Over*
  - *Hazardous Materials*
  - *Heavy Rescue*
  - *Truck and Engine Operations*
- *Suffolk County Firematic Officers and Leadership training Course*
- *Various NYSAFC and FASNY training seminars*
- *Fire Chiefs Council of Suffolk County seminar*
- *Completed and passed Suffolk County Fire Academy Hazardous Material Operations Course*
- *Completed and passed Suffolk County Fire Academy Incident Command Systems Course*
- *Completed the State of New York Firefighter Assist & Search Teams*
- *Completed and passed the Introduction Independent Study Courses "ISO 100 & 700"*



1210  
**TOWN OF HUNTINGTON CHIEF'S COUNCIL**

P.O. Box 481, Northport, New York 11768

RECEIVED DEC 04 2013

December 2, 2013

Joseph F. Williams  
Commissioner  
Department of Fire, Rescue and Emergency Services  
P.O. Box 127  
Yaphank, New York 11980-0127

Dear Commissioner Williams:

At the November meeting of the Huntington Chiefs' Council, the following individuals were voted unanimously for the positions of Primary and Alternate representatives to the F.R.E.S. Commission.

Richard Rizzuti – Primary  
John McDonough – Alternate

Enclosed is the resume of Richard Rizzuti as the primary representative.

If you have any questions, please feel free to contact me at 631-988-1433.

Sincerely,

Ex-Chief David A. Mohr  
Secretary

Cc: Executive Board  
Representatives

# COUNTY OF SUFFOLK



1210

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

## DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams   
Commissioner

**DATE:** February 5, 2014

**SUBJECT:** 2014 – 2016 FRES COMMISSION APPOINTMENT  
Richard Rizzuti

---

Please find attached the necessary documents for the appointment of RICHARD RIZZUTI as a representative of the Huntington Town Fire Chiefs' Council to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2014 through December 31, 2016.

Richard Rizzuti is a new appointee to the Commission so there is no attendance history for him. He is replacing Richard Sorrentino whose term expired December 31, 2013.

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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

COUNTY OF SUFFOLK



1210

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT – Rizzuti

TITLE OF BILL:

Appointment of Richard Rizzuti as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:

Appointment of Richard Rizzuti, 10 Drake Place, Eaton's Neck, NY 11768, as a representative of the Huntington Town Fire Chiefs' Council, to the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016. He is replacing Richard Sorrentino, whose term expired December 31, 2013.

SUMMARY OF SPECIFIC PROVISIONS:

Expiration of existing term.

JUSTIFICATION:

Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:

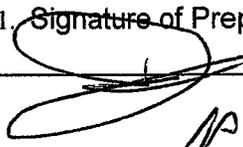
None.

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

1710

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u> X </u>		
2. Title of Proposed Legislation Appointment Richard Rizzuti, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.		
3. Purpose of Proposed Legislation Appointment of Richard Rizzuti, as a representative of the Huntington Town Fire Chiefs' Council, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes _____ No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District Other (Specify):	
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.  N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision  N/A		
8. Proposed Source of Funding  N/A		
9. Timing of Impact January 1, 2014 – December 31, 2016		

10. Typed Name & Title of Preparer Joseph F. Williams, Commissioner	11. Signature of Preparer 	12. Date 2/5/2014
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JP 2/5/14

FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

1210

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.

**RESOLUTION NO. - 2014, APPROVING THE RE-APPOINTMENT OF ANTHONY SULLO AS A MEMBER OF THE SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY SERVICES COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

**WHEREAS**, the term of office of Anthony Sullo has expired December 31, 2013, now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved Anthony Sullo, a resident of, West Babylon, NY, as a representative of the Suffolk County Volunteer Firemen's Association to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2016, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, 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 of Approval:

# Anthony Sullo

1211

## Resume for Fire Rescue and Emergency Board

To Apply for membership and voting power on this Board

### West Babylon Volunteer Fire Department

#### **I joined the West Babylon Volunteer Fire Department in April of 1992**

- Became Department trustee in 2003 – until present time
- Became company treasurer in 2004-2008
- Have done over 20 years of firefighting service and dedication

### Town Of Babylon Volunteer Fireman's Association

- Joined this association in 1995
- Became president in 2006-2007
- Became trustee in 2003 -2004

### South Shore Volunteer Fire Departments Association

Joined this association in march of 1994 and became sergeant at arms for one year  
Became president in 1998-1999 where I served one year term

- After being President serve as Suffolk County director to this Association

### Good Samaritan Hospital Medical center

- Started working for the hospital in 1996 as a custodian
- Later became a Dialysis technician in 2002

### Suffolk County Volunteer Fireman's Association

- Joined in March of 1994 and was on many committees

- 
- 1996
  - General Studies
  - Suffolk County Community College ,Brentwood

### • References

- 
- Anthony Sullo West Babylon, New York 11704 phone
-

RECEIVED NOV 01 2013 1211



*The Suffolk County Volunteer Firemen's Association, Inc.*

Organized 1886



"Proud Hosts of the 2010 FASNY Convention"

Office of the Secretary Kathryn M. Perry  
67 Smith Road  
Shirley, NY 11967  
631-395-5175

October 25, 2013

Joseph F. Williams, Commissioner  
Suffolk County Fire, Rescue & Emergency Services  
PO Box 127  
Yaphank, NY 11780

Dear Commissioner Williams:

The Officers and members of the Suffolk County Volunteer Firemen's Association are proud to endorse Ryan Murphy and Anthony Sullo for reappointment to the Suffolk County Fire, Rescue & Emergency Services Commission for the terms January 1, 2014 through December 31, 2016.

We in Suffolk County believe that Ryan and Anthony will continue to do an outstanding job in representing our Association on the FRES Commission. Should you have any questions or require additional information, please feel to contact me or President Jerry Owenburg.

Sincerely yours,

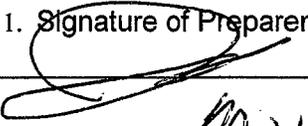
Kathryn M. Perry  
Secretary

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STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1211

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u>  X  </u>		
2. Title of Proposed Legislation Reappointment of Anthony Sullo as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.		
3. Purpose of Proposed Legislation Reappointment of Anthony Sullo, 823 Frankford Road, West Babylon, NY 11704, as a representative of the Suffolk County Volunteer Firemen's Association, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes _____ No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District Other (Specify):	
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.		
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 January 1, 2014 – December 31, 2016		

10. Typed Name & Title of Preparer Joseph F. Williams, Commissioner	11. Signature of Preparer 	12. Date 2/25/2014
--	--	-----------------------

SCIN FORM 175b (10/95)

*JP 2/25/14*

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

1211

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

COUNTY OF SUFFOLK



1211

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT – Sullo

TITLE OF BILL:

Reappointment of Anthony Sullo as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:

Reappointment of Anthony Sullo, 823 Frankford Road, West Babylon, NY 11704, as a representative of the Suffolk County Volunteer Firemen's Association, Inc., to the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.

SUMMARY OF SPECIFIC PROVISIONS:

Expiration of existing term.

JUSTIFICATION:

Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:

None.

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

COUNTY OF SUFFOLK

1211



JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

**DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES**

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams  
Commissioner

**DATE:** February 5, 2014

**SUBJECT:** 2014 – 2016 FRES COMMISSION APPOINTMENT  
Anthony Sullo

---

Please find attached the necessary documents for the re-appointment of ANTHONY SULLO as a representative of the Suffolk County Volunteer Firemen's Association to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2014 through December 31, 2016.

- Prior term attendance for Anthony Sullo:
- 2011** – Not a member of the FRES Commission
  - 2012** – Not a member of the FRES Commission
  - 2013** – Out of a total of 9 meetings
    - Attended 8 meetings
    - Absent from 1 meeting

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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

**RESOLUTION NO. - 2014, APPROVING THE RE-APPOINTMENT OF RYAN J. MURPHY AS A MEMBER OF THE SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY SERVICES COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

**WHEREAS**, the term of office of Ryan J. Murphy has expired December 31, 2013, now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved Ryan J. Murphy, a resident of Patchogue, New York, as a representative of the Suffolk County Volunteer Firemen's Association, Inc. to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2016, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, 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 of Approval:

# RYAN J. MURPHY

## EDUCATION:

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2005 – 2006 SUNY Stony Brook Stony Brook, New York  
*Master of Arts in Liberal Studies with a concentration in Education.*

2000 - 2002 Dowling College Oakdale, New York  
*Bachelor of the Arts in Elementary Education and History and one class short of a minor in Spanish.*

2000 - 2001 Suffolk County Fire Academy Yaphank, New York  
*New York State Firefighter I.*

Fall 1999 Boston University Boston, Massachusetts  
*My course of study was Secondary Education and Spanish.*

1998 - 1999 SUNY Albany Albany, New York  
*My course of study was Secondary Education and Spanish.*  
Presidential Scholar and Deans List Student for two semesters.

1995 - 1998 Patchogue-Medford H.S. Medford, New York  
*Regents Diploma.*

Honor Society member, Honorable Mention at Long Island Science Congress, President of the class, Dean's/Principal's list several quarters.

## LANGUAGES:

---

High proficiency in Spanish. I have experience teaching Spanish in grades six through nine as well as having spent time in the countries of Spain and Costa Rica for further language exposure. I handled most of the bilingual sales for FAO Schwarz in Boston during my time there. In 2002-2003 I filled a four-month leave replacement position teaching Spanish for the Patchogue-Medford School District. Working in the Brentwood School District I also regularly encountered situations that required for me to give instruction in Spanish or translate for others. I also conduct regular official business in Spanish for the Village of Patchogue and periodically translate for the Suffolk County Police Department. My level of communication would be considered to fall between the general professional and advanced general professional levels.

## PROFESSIONAL EXPERIENCE

---

2010-Present Suffolk County Fire Rescue Yaphank, New York  
***Volunteer Programs Coordinator.***

- In this position I am responsible for all recruitment and retention activities for the voluntary emergency services and manage a \$4.2 million bi-county SAFER grant. I work in the Office of Emergency Management and have served as Logistics Section Chief, Planning Section Deputy Chief, and Liaison Officer during major activations of the EOC. I work with the USAR Team and perform various other duties as assigned.

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2/2008-Present Village of Patchogue Patchogue, New York

***Building Department Code Enforcement Officer.***

- In this position I conduct fire inspections, rental inspections, perform building/construction inspections, investigate and address complaints of Code violations throughout the Village. I perform initial cause and origin investigations at fire scenes. I enforce all aspects of the Code of the Village of Patchogue as well as the Uniform Building and Fire Code of the State of New York. I possess New York State Code Enforcement Officer and Fire Investigator certifications.

6/2007, 9/2007, 5/2008 & 6/2009 F.E.M.A. Emmitsburg, Maryland

***Peer Grant Reviewer.***

- In this position I was one of less than three hundred and fifty people selected throughout the nation by the United States Department of Homeland Security's Federal Emergency Management Agency to serve on evaluation panels to determine the merit of grant proposals submitted to the Assistance to Firefighters Grant Program. I served as a Peer Grant Reviewer in June and September 2007, April and May 2008, and again in June 2010. As a grant reviewer, my evaluations played a role in the allocation of grant funds that totaled in excess of \$450 million.

9/2008-Present F.A.S.N.Y.

Albany, New York

***Committee Member.***

- As a member of the Firemen's Association of the State of New York (F.A.S.N.Y.) Sectional Communications Committee I was responsible for all communications distribution for the Southern New York region which includes Suffolk, Nassau, and Westchester Counties, as well as the five boroughs of the City of New York. Currently I am the Southern New York representative to the Fire Prevention & Life Safety Committee. In this position I serve as the F.A.S.N.Y. point of contact for all fire prevention and life safety issues that arise in the Southern New York region and I coordinate the state-wide fire prevention essay contest.

1/2007-12/2009 Patchogue Fire Department

Patchogue, New York

***Department Secretary.***

- In this position I am responsible for maintaining the personnel records and all other records of the Patchogue Fire Department. I also handle all communications that enter and exit the Department and serve as one of the primary points of contact for the Patchogue Fire Department. I have managed small State grants of \$50,000.00 or less in this position as well handling all record management and reporting associated with the grants and initial grant application submission.

10/2006-2009 Patchogue Fire District

Patchogue, New York

***Health and Safety Officer.***

- As Health and Safety Officer for the Patchogue Fire District I am responsible for helping to research and develop policies that promote good health and safety amongst all of the firefighters that serve the Fire District. I am also charged with monitoring safety conditions at emergency scenes and serve as a member of the Command Staff when activated.

2003-Present Brentwood UFSD

Brentwood, New York

***Teacher of U.S. History, Economics, Civics and Sociology.***

- In this position I conduct all of the duties typically associated with the

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job of a classroom teacher. I create lesson plans, assessments, make arrangements for guest presenters to visit my classes and maintain more than an eighty-five percent pass rate with my students on the New York State Regents Exam for U.S. History and Government.

2002-2003 Saxton Middle School Patchogue, New York  
***Leave replacement teacher for 7-9<sup>th</sup> grade Spanish.***

- In this position I completely took over the instruction, planning and duties of the regular classroom teacher for two quarters. I created projects, interacted with other staff members and was involved with extracurricular activities in an unpaid, volunteer capacity. I awarded quarter grades and administered the Spanish proficiency exam.

SOCIETY MEMBERSHIPS:

Professional:

- Fire Department Safety Officers Association
- International Association of Arson Investigators
- Congressional Fire Service Institute
- National Council for the Social Studies
- International Assembly of the National Council for the Social Studies
- American Historical Association
- Society for History Education
- New York State United Teachers
- Organization of American Historians

Civic:

- Patchogue Fire Department Committee on Fire Prevention (Chairman 2005-Present, 2003-2001)
- Fireman's Association of the State of New York (Member 2000-Present, Committee Member 2008-Present)
- Suffolk County Volunteer Firemen's Association (Member 2008-Present, Public Relations Coordinator 2009-Present)
- Southern New York Volunteer Firemen's Association (Member 2008-Present, Public Relations Coordinator 2009-Present)
- Greater Patchogue Chamber of Commerce Grants Committee (Chairman)
- National Volunteer Fire Council (Member 2004-2009)
- Suffolk County Fire Safety Educators' Association (Member 2003-Present)
- U.S. Capitol Historical Society (Member 2005-2007)
- U.S. Supreme Court Historical Society (Member 2005-2007)
- Patchogue Youth and Community Services (Board of Directors 1997-1998)
- Patchogue-Medford UFSD Committee on Instruction and Special Education (Member 1995-1998)

1217

AWARDS & HONORS:

John Coen Outstanding Fire Safety Educator Award (2008)  
Nominated for the Presidential Management Fellowship by Stony Brook University (2006)  
Foreign Policy Teachers' Forum (2005)  
Outstanding Fire Safety Educator Award (2003)  
Patchogue Fire Department Fireman's Achievement Award (2003)  
Patchogue-Medford H.S. P.T.S.A. President's Volunteer Award (1998)  
Patchogue-Medford Schools Volunteer Program Award (1997)  
Freedom's Foundation Participant (1996)

PUBLICATIONS:

Murphy, Ryan J. "An Appropriate and Calculated Response." The Volunteer Firefighter. Nov. 2005: 20-21  
Murphy, Ryan J. "Camp Smith." The Volunteer Firefighter. June. 2006: 26-27  
Contributing author to The Volunteer Firefighter magazine 2009-Present for the Southern New York column.

VOLUNTEER EXPERIENCE:

I am a Class A Interior Firefighter with the Patchogue Fire Department and have been so since 2000. As a firefighter my duties include extinguishing fires, search, and rescue. I have also been assigned the position of Fire Prevention Chairman, requiring me to instruct students and groups in the Patchogue area about fire safety and prevention. I am a Director of the Patchogue Fire Department, the Health and Safety Officer, and P.I.O. I conduct recruitment activities for the Department and was awarded the Fireman's Achievement Award for 2002.

OBJECTIVE:

I seek to obtain a position on the Suffolk County F.R.E.S. Commission representing the Suffolk County Volunteer Firemen's Association. I feel that I could sufficiently represent the Suffolk County Volunteer Firemen's Association and speak in support our mission and goals as a F.R.E.S. Commission member. I believe my knowledge and skills acquired from more than decade in the fire service, my experience as Volunteer Programs Coordinator for Suffolk County F.R.E.S., time working with the U.S. Department of Homeland Security and F.E.M.A. serving as a Peer Grant reviewer and time serving as a Code Enforcement Officer would make me an asset to the Commission. Should you see fit to appoint me I promise to represent the Suffolk County Volunteer Firemen's Association to the best of my ability and in a manner that brings respect and pride to our organization.

1717

RECEIVED NOV 01 2013



The Suffolk County Volunteer Firemen's Association, Inc.

Organized 1886



"Proud Hosts of the 2010 FASNY Convention"

Office of the Secretary Kathryn M. Perry  
67 Smith Road  
Shirley, NY 11967  
631-395-5175

October 25, 2013

Joseph F. Williams, Commissioner  
Suffolk County Fire, Rescue & Emergency Services  
PO Box 127  
Yaphank, NY 11780

Dear Commissioner Williams:

The Officers and members of the Suffolk County Volunteer Firemen's Association are proud to endorse Ryan Murphy and Anthony Sullo for reappointment to the Suffolk County Fire, Rescue & Emergency Services Commission for the terms January 1, 2014 through December 31, 2016.

We in Suffolk County believe that Ryan and Anthony will continue to do an outstanding job in representing our Association on the FRES Commission. Should you have any questions or require additional information, please feel to contact me or President Jerry Owenburg.

Sincerely yours,

Kathryn M. Perry  
Secretary

1011  
STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Local Law: _____	Charter Law: _____	Resolution: <u>  X  </u>
2. Title of Proposed Legislation Reappointment of Ryan J. Murphy, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.		
3. Purpose of Proposed Legislation Reappointment of Ryan J. Murphy, as a representative of the Suffolk County Volunteer Firemen's Association, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes _____ No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District Other (Specify):	
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.		
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 January 1, 2014 – December 31, 2016		

10. Typed Name & Title of Preparer Joseph F. Williams, Commissioner	11. Signature of Preparer 	12. Date <u>  2/5/2014  </u>
--	--	---------------------------------

*JFP 2/21/14*

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

212

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

COUNTY OF SUFFOLK



1212

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT – Murphy

TITLE OF BILL:

Reappointment of Ryan Murphy as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:

Reappointment of Ryan Murphy, 89 Ohls Street, Patchogue, NY 11772, as a representative of the Suffolk County Volunteer Firemen's Association, Inc., to the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.

SUMMARY OF SPECIFIC PROVISIONS:

Expiration of existing term.

JUSTIFICATION:

Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:

None.

COUNTY OF SUFFOLK



1212

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams  
Commissioner

**DATE:** February 5, 2014

**SUBJECT:** 2014 – 2016 FRES COMMISSION APPOINTMENT  
Ryan Murphy

Please find attached the necessary documents for the re-appointment of RYAN MURPHY as a representative of the Suffolk County Volunteer Firemen's Association to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2014 through December 31, 2016.

Prior term attendance for Ryan Murphy:

**2011** – Not a member of the FRES Commission

**2012** – Out of a total of 5 meetings (became a member May 2012)  
Attended 4 meetings  
Excused from 1 meeting

**2013** – Out of a total of 9 meetings  
Attended 8 meetings  
Excused from 1 meeting

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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

**RESOLUTION NO. - 2014, APPROVING THE RE-APPOINTMENT OF JAY EGAN AS A MEMBER OF THE SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY SERVICES COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

**WHEREAS**, the term of office of Jay Egan has expired December 31, 2013, now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved Jay Egan, a resident of Selden, NY, as a representative of the Fire Chiefs' Council of Suffolk County to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2016, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, 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 of Approval:

1213

**Jay Egan**

Selden, NY 11784  
(631)

**Overview**

I am presently employed by the Selden Fire District, as their Fire District Manager. In that position I oversee a staff of 12 Full Time employees, 6 Part Time employees and 14 Per Diem Paramedics, which serve approximately 48,000 residents within the Fire District. In addition to overseeing staff, I run the daily operation of the Fire District which includes, but is not limited to; purchasing, product review, insurance issues, Grant writing and Deputy Treasurer.

My professional experience prior was in the field of Safety & Health, Loss Control, Risk Management, Construction, Hazardous Materials and Fire Protection. I believe my expertise, knowledge and current interaction with the various organizations and Chief Officers within the County allows me to continue to be an asset as a member of the SC FRES Commission. The past 6 years I have served as part of the Executive Committee and currently the Commissions Chairman.

I also, presently hold the position of FC 18, which originally was one the two Haz-Mat Coordinators, and that category was upgraded to All Hazards Coordinator in 2012. However, I have been involved with the program as a Town Coordinator (506) since 1994. During that time period I was involved with the response efforts to the Wild Fires, TWA 800 and the World Trade Center incidents as well as others. I did receive awards from the County for my responses during these major events.

**Employment Experience**

2005 – Present	Selden Fire District Fire District Manager
2002 – 2005	Risk Management Planning Group Director of Operations – Safety and Loss Control Field Services
1997 – 2002	Risk Management Planning Group Director of Safety, Health & Loss Control
1990 – 1997	Consolidated Risk Services AVP Loss Control Services
1987 – 1990	Stout Environmental Safety and Environmental Compliance Manager
1984 – 1987	United Engineers/Catalytic Safety Supervisor
1972 – 1984	Coventry Construction Self Employed Carpenter

1213

**Firematic Experience**

**Selden Fire Department**

2004 – Present	Fire District Safety Officer
1972 – Present	Member
1975 – 1976	Lt Rescue Co 4
1977 – 1978	Capt Rescue Co 4
1984 – 1985	Capt Rescue Co 4
1986 – 1992	Chief Officer
1998	Chief Officer

**Brookhaven Town**

1987 – 1999	Executive Board Member - BTFCC
1996 – 2001	Fire Advisory Board

**Suffolk County**

1994 – Present	Deputy Fire Coordinator
1998 – Present	Executive Board Member - SCFCC
1998 – Present	FRES Commission
2012 – 2013	Chairman – SC FRES Commission
2004 – 2009	Haz Mat / Homeland Security Committee
2004 – 2006	Citizen Corp Council
2009 – Present	Executive Board Member - SCFDOA
2004 – Present	Member – SC Fire District Managers Assoc.
2003 – Present	SC Radio Committee

**Education**

1995	Fairleigh Dickerson University Occupational Safety Professional Certification
1994	Fairleigh Dickerson University Certified Safety Trainer Certification
1991	New York University Fire Safety Director Certification
1973 – 1975	SCCC – Selden Fire Science (Associates Degree)
1967 – 1971	Saint Anthony’s HS Smithtown, NY

12/3

**Additional Education**

***SC – VEEB***      Basic Fire Fighter  
Heavy Rescue Class  
Fire Safety Officer  
Officer Training  
Haz Mat Tech  
OPD – Incident Command and Planning

***NIMS***            IS – 100  
IS – 200  
IS – 300  
IS – 700  
IS – 800

***Safety Systems***      Haz Mat Technician Certification  
Incident Command  
Compressed Gases  
Corrosive and Alkaline Material

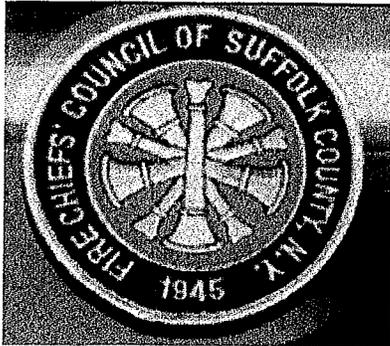
***Rutgers***            Confined Space  
Basic Toxicology and Sampling

**Additional Certifications**

FDNY                  Certificate of Fitness – Interior Alarm Systems  
FDNY                  Certificate of Fitness – Fire Drill Conductor

**Related Associations**

NFPA  
FASNY  
IAFC  
NYS Association of Fire Chiefs  
Association of Fire District Officers- NYS  
American Society of Safety Engineers  
SC Emerald Society  
SC Vollies  
SC Fire Chiefs  
SC Fire District Officers Assoc.  
Fire Department Safety Officers Assoc.  
Brookhaven Town Fire Chiefs Council  
Brookhaven Town Fire District Officers Assoc.



FIRE CHIEFS' COUNCIL OF SUFFOLK COUNTY, N.Y.

1213

November 11, 2013

Commissioner Joseph Williams  
PO Box 127  
Yaphank Avenue  
Yaphank, NY 11980-0127

Dear Commissioner Williams,

Please accept this letter, naming Jay Egan to continue as our organizations representative for the term of January 1, 2014 through December 31, 2016.

Jay's continued dedication to the Fire Service is ongoing, as stated in your correspondence; his attendance record of 20 out of 20 meetings during his current term (2011-2013) definitely shows his commitment.

I believe Jay has been an asset to both the FRES Commission and the Suffolk County Chiefs since he was appointed.

If you have any additional questions with regard to this matter, please feel free contact me directly.

Very truly yours,



John J. Carney  
President  
SCFCC

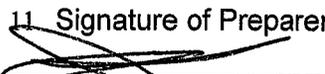
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Fire Chiefs' Council of Suffolk County  
c/o  
Jay Egan  
PO Box 2358  
Selden, NY 11784

1213

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u>  X  </u>		
2. Title of Proposed Legislation Reappointment of Jay Egan, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.		
3. Purpose of Proposed Legislation  Reappointment of Jay Egan, as a representative of the Fire Chiefs' Council of Suffolk County, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes _____ No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District Other (Specify):	
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.		
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 January 1, 2014 – December 31, 2016		

10. Typed Name & Title of Preparer Joseph F. Williams, Commissioner	11. Signature of Preparer 	12. Date <u>2/5/2014</u>
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*JP 2/21/14*

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

1213

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

COUNTY OF SUFFOLK

1213



JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT – Egan

TITLE OF BILL:

Reappointment of Jay Egan as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:

Reappointment of Jay Egan, 29 DeVille Drive, Selden, NY 11784, as a representative of the Fire Chiefs' Council of Suffolk County, to the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.

SUMMARY OF SPECIFIC PROVISIONS:

Expiration of existing term.

JUSTIFICATION:

Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:

None.

# COUNTY OF SUFFOLK



1213

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

## DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams  
Commissioner

**DATE:** February 5, 2014

**SUBJECT:** 2014 – 2016 FRES COMMISSION APPOINTMENT  
Jay Egan

---

Please find attached the necessary documents for the re-appointment of JAY EGAN as a representative of the Fire Chiefs' Council of Suffolk County to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2014 through December 31, 2016.

Prior term attendance for Jay Egan:

**2011** – Out of a total of 7 meetings  
Attended 7 meetings

**2012** – Out of a total of 8 meetings  
Attended 7 meetings  
Excused from 1 meeting

**2013** – Out of a total of 9 meetings  
Attended 7 meetings  
Excused from 2 meetings

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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

**RESOLUTION NO. - 2014, APPROVING THE RE-APPOINTMENT OF BRYAN PROSEK AS A MEMBER OF THE SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY SERVICES COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

**WHEREAS**, the term of office of Bryan Prosek has expired December 31, 2013, now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved Bryan Prosek, a resident of East Islip, New York, as a representative of the Suffolk County Ambulance Chiefs' Association, to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2016, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, 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 of Approval:

I am hereby requesting to be re-appointed to the Suffolk County Ambulance Chiefs Association seat on the Suffolk County FRES Commission. I have been a volunteer in the Emergency Medical Services Field for 13+ years.

**EMS/FIRE EXPERIENCE**

**Suffolk County Fire, Rescue & Emergency Services (FRES) Commission**  
Member

Yaphank, NY  
January 2011 – Present

**Suffolk County REMSCO**  
Alternatate Seat for Suffolk County Ambulance Chiefs Association

Hauppauge, NY  
January 2009 – Present

**Islip Ambulance Chiefs Association**  
Founding Member

Islip, NY  
October 2007 – Present

**Suffolk County Ambulance Chiefs Association**  
Member  
President, Executive Board  
Vice-President, Executive Board  
Director, Executive Board

Hauppauge, NY  
January 2007 – Present  
April 2012 – Present  
April 2011 – April 2012  
April 2008 – April 2011

**Exchange Ambulance Corporation of the Islips**  
Life Member  
1<sup>st</sup> Assistant Chief  
Vice-President, Board of Directors  
Captain

East Islip, NY  
March 2000 – Present  
January 2007 – January 2009  
June 2004 – January 2007  
May 2005 – January 2006

**Islip Fire District**  
Fire / EMS Dispatcher

Islip, NY  
June 2002 – November 2006

**East Islip Fire District**  
Fire / EMS Dispatcher

East Islip, NY  
January 2004 – August 2006

**Harpur's Ferry Student Volunteer Ambulance Services**  
Emergency Medical Technician (Volunteer)  
Captain  
1<sup>st</sup> Assistant Chief / Deputy Director  
Lieutenant / Equipment Coordinator

Binghamton, NY  
September 2001 – May 2005  
May 2004 – May 2005  
May 2003 – May 2004  
May 2002 – May 2003

**Islip Terrace Fire District**  
Fire / EMS Dispatcher

Islip Terrace, NY  
May 2004 – August 2004

**CAREER**

**CA, Inc.**  
Specialist, Operations  
Associate Project Manager  
Analyst, Recruiting (Intern)

Islandia, NY  
April 2008 – Present  
November 2006 – April 2008  
October 2005 – November 2006

**EDUCATION**

**Stony Brook University, State University of New York**  
Master of Science, Health Care Policy & Management, May 2008

**Binghamton University, State University of New York**  
Master of Business Administration, August 2007

**Stony Brook University, State University of New York**  
Advanced Graduate Certificate, Health Care Policy & Management, May 2007

**Binghamton University, State University of New York**  
Bachelor of Science, Management, May 2005  
Concentration in MIS & Finance

**CERTIFICATIONS**

EMT-B (2001 – 2013), EMD (2002 – 2006), CPR, CEVO II, EVOC, VESM, Incident Command for EMS, NIMS IS (100, 139, 200, 230, 235, 240, 241, 242, 244, 700, 800)

COUNTY OF SUFFOLK

1214



JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams  
Commissioner

**DATE:** February 5, 2014

**SUBJECT:** 2014 – 2016 FRES COMMISSION APPOINTMENT  
Bryan Prosek

---

Please find attached the necessary documents for the re-appointment of BRYAN PROSEK as a representative of the Suffolk County Ambulance Chiefs' Association to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2014 through December 31, 2016.

Prior term attendance for Bryan Prosek:  
2011 – Out of a total of 7 meetings  
Attended 7 meetings

2012 – Out of a total of 8 meetings  
Attended 7 meetings  
Excused from 1 meeting

2013 – Out of a total of 9 meetings  
Attended 7 meetings  
Absent from 2 meetings

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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

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

1214

**Suffolk County Ambulance Chiefs Association**  
PO Box 12473, Hauppauge, NY 11788  
www.suffolkambulancechiefs.com

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December 4, 2013

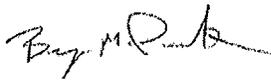
Suffolk County Fire, Rescue and Emergency Services Commission  
PO Box 127  
Yaphank, NY 11980

To whom it may concern,

The Suffolk County Ambulance Chiefs Association wishes to place in nomination Bryan Prosek to continue as a representative on the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term beginning January 1, 2014.

If you have any questions please contact me at: 631-440-4424 or [bryan.prosek@suffolkambulancechiefs.com](mailto:bryan.prosek@suffolkambulancechiefs.com)

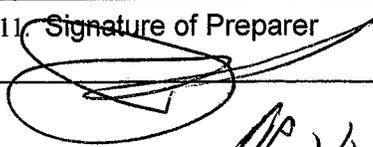
Sincerely,



Bryan M. Prosek, President

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1214

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u>  X  </u>		
2. Title of Proposed Legislation Reappointment Bryan Prosek, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.		
3. Purpose of Proposed Legislation  Reappointment of Bryan Prosek, as a representative of the Suffolk County Ambulance Chiefs' Association, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes _____ No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District Other (Specify):	
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.		
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 January 1, 2014 – December 31, 2016		

10. Typed Name & Title of Preparer Joseph F. Williams, Commissioner	11. Signature of Preparer 	12. Date <u>2/5/2014</u>
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*JP 2/2/14*

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

1214

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

COUNTY OF SUFFOLK



1214

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT – Prosek

TITLE OF BILL:

Reappointment of Bryan Prosek as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:

Reappointment of Bryan Prosek, 15 Court Street, East Islip, NY 11730, as a representative of the Suffolk County Ambulance Chiefs' Association, to the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.

SUMMARY OF SPECIFIC PROVISIONS:

Expiration of existing term.

JUSTIFICATION:

Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:

None.

**RESOLUTION NO. - 2014, APPROVING THE  
APPOINTMENT OF KYLE MARKOTT AS A MEMBER OF THE  
SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY  
SERVICES COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

**WHEREAS**, Kyle Markott is replacing Frank Thornhill, whose term expired December 31, 2013, now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved Kyle Markott, a resident of Miller Place, New York, as a representative of the Brookhaven Town Fire Chiefs' Council, to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2016, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, 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 of Approval:

# Kyle J. Markott

Miller Place, NY 11764

631-

1215

---

## **Objective:**

To represent the Brookhaven Town Fire Chief's Council on the Suffolk County FRES Commission

## **Education:**

Bachelor's of Business Administration  
Hofstra University, Hempstead, NY

September 1998 - May 2002

## **Management Experience:**

Rigatoni's Pizzeria & Restaurant  
160 Adams Ave., Hauppauge, NY 11788  
Owner/Operator

August 2012 - present

Town of Brookhaven (part-time)  
One Independence Hill, Farmingville, NY  
Executive Director, Board of Ethics

May 2011 - present

Gio's Pizzeria  
512 Route 25, Coram, NY 11727  
Owner / Operator

September 2010 - August 2011

Gio's Restaurant & Pizzeria  
343 Route 25A, Miller Place, NY 11764  
Owner / Operator

May 2006 - August 2010

Suffolk County Fire-Rescue  
Yaphank Ave., Yaphank, NY 11980  
FRES 911 Dispatcher

May 2004 - August 2006

Mario's Restaurant & Pizzeria  
17 Vanderbilt Motor Parkway, Commack, NY 11725  
General Manager

August 2001 - May 2004

Miller Place Fire Department  
12 Miller Place Rd., Miller Place, NY 11764  
Currently Chief of Department

September 1994 - present

## **Past / Present Affiliations:**

Former Miller Place School District Board of Education Trustee - 2005 - 2008

Miller Place Civic Association Board Member - 2006 - 2008

Former Sylvan Gardens Co-Op Board Member - 2006 - 2008

Licensed New York State Corporate Real Estate Broker

NCAA Division I Soccer Official

Former Emergency Medical Technician

**References available upon request**

1215



# BROOKHAVEN TOWN FIRE CHIEFS COUNCIL

## Past Presidents

John DeVito	2011-2012
Ed Peiliker	2010-2011
Chris Solimine	2009-2010
Mike Barry	2008-2009
Bob Wallace	2007-2008
John DeLong	2006-2007
Rudy Sunderman Jr.	2005-2006
Stan Lenz	2004-2005
Jack Blaum Jr.	2003-2004
Scott Thebold	2002-2003
Joe Spain	2001-2002
Jr. SaeTRAN	2000-2001
Bob Smith	1999-2000
Jay Egan	1998-1999
John Mirando	1997-1998
John Masem Jr.	1996-1997
Mike Ringrose	1994-1996
Ed Walsh	1993-1994
John Heffner Jr.	1991-1993
Rick Van DeKieft	1990-1991
William Lyons	1989-1990
Frank Thornhill	1988-1989
Dan Tringali	1987-1988
Jack Messina	1986-1987
Ken Johnson	1985-1986
David Call	1984-1985
Lou Valentino	1983-1984
Norman Neil	1982-1983
James Watson	1981-1982
Chet Arthur	1980-1981
Vic Diglio	1979-1980
Roger Grace	1978-1979
Dan Stelmaschuk	1977-1978
George Daniels	1976-1977
Quentin Reynolds	1975-1976
Ralph Lochren	1974-1975
Tom Webb	1973-1974
Robert Dixon	1972-1973
Frank Dunham	1971-1972
Joe Danowski Sr.	1970-1971
Frank Mapes	1969-1970
James Deedy	1968-1969
Norman Pothier	1967-1968
Ed Connelly	1966-1967
Frank Hutton	1965-1966
Rex Heinz	1964-1965
Jack Austin	1963-1964
Walter Skidmore	1962-1963
Jack Blaum Sr.	1961-1962
Albert Roth	1960-1961
Harold Lyons	1959-1960
Tom Totten	1958-1959
Charles Miller	1956-1958

**Commissioner Joseph Williams**  
**Post Office Box 127**  
**Yaphank Avenue**  
**Yaphank, NY 11980-0127**

## **Commissioner Williams:**

**Please be advised that our primary representative to the FRES Commission for the 2014 – 2016 term will be Kyle Markott of Middle Island.**

**All of Chief Markott's information can be found on his resume.**

**I hope to have the name for our alternate very soon.**

**Firematically Yours,**

**John Cronin**  
**President, BTFCC**

1215

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Local Law: \_\_\_\_\_ Charter Law: \_\_\_\_\_ Resolution:  X

2. Title of Proposed Legislation

Appointment of Kyle Markott, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

3. Purpose of Proposed Legislation

Appointment of Kyle Markott, as a representative of the Brookhaven Town Fire Chiefs' Council, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.

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

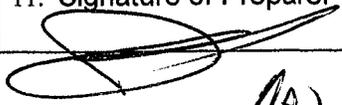
N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

January 1, 2014 – December 31, 2016

10. Typed Name & Title of Preparer Joseph F. Williams, Commissioner	11. Signature of Preparer 	12. Date 2/5/2014
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1/2/2014

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

1215

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

COUNTY OF SUFFOLK



1215

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT – Markott

TITLE OF BILL:

Appointment of Kyle Markott as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:

Appointment of Kyle Markott, 101-84 Sylvan Avenue, Miller Place, NY 11764, as a representative of the Brookhaven Town Fire Chiefs' Council, to the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016. He is replacing Frank Thornhill, whose term expired December 31, 2013.

SUMMARY OF SPECIFIC PROVISIONS:

Expiration of existing term.

JUSTIFICATION:

Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:

None.

# COUNTY OF SUFFOLK



1215

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

## DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams  
Commissioner

**DATE:** February 5, 2014

**SUBJECT:** 2014 – 2016 FRES COMMISSION APPOINTMENT  
Kyle Markott

Please find attached the necessary documents for the appointment of KYLE MARKOTT as a representative of the Brookhaven Town Fire Chiefs' Council to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2014 through December 31, 2016.

Kyle Markott is a new appointee to the Commission so there is no attendance history for him. He is replacing Frank Thornhill whose term expired December 31, 2013.

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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

**RESOLUTION NO. - 2014, APPROVING THE RE-APPOINTMENT OF DAVID CARRIGAN AS A MEMBER OF THE SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY SERVICES COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

**WHEREAS**, the term of office of David Carrigan has expired December 31, 2013, now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved David Carrigan, a resident of West Babylon, NY, as a representative of the Suffolk County Fire District Officers' Association to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2016, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, 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 of Approval:

1216

David Carrigan resume ;

Active member of the West Babylon Volunteer Fire Department , Suffolk County, N.Y.( 1972 to present )

Membership in Associations:

New York State Chiefs  
Association of Fire Districts, State of New York  
Firemen's Association State of New York  
New York State Chaplains  
Suffolk County Chief's  
Town of Babylon Chief's Association  
Suffolk County Fire district Officer's  
Suffolk County Volunteer Firemen's  
Town of Babylon Volunteer Firemen's Association  
Civil Service Retired Employees

Lieutenant, Captain, Assistant Chief and Chief of the West Babylon Fire Department ( 1978 to 1985 )

Fire Commissioner of the West Babylon Fire District ( 1987 to 2007 )

Deputy Treasurer of the West Babylon Fire District ( 2007 to present )

Deputy Treasurer of the West Babylon Fire District ( 2008 to present )

Member of the West Babylon Volunteer Fire Department Rescue Unit ( 1974 to present )

Past officer in the West Babylon Volunteer Fire Department Rescue Unit

Past Secretary, treasurer, vice-president and president of the Town of Babylon Chief's Association.

Member of the Town of Babylon Volunteer Firemen's Association

Past vice president and president of the Suffolk County Fire District Officer's Association

Member of the Suffolk County Fire District Officer's Association Executive Board

Past member of the Suffolk County Regional Emergency Medical Council , New York State Department of Health (REMSCO) (2003 to 2010 )

Past member of the Legislative Committee, Association of Fire Districts, State of New York (2003)

Member of the Long Island Fire Districts Legislative Committee (1996 to present)

Chaplain and trustee of the West Babylon Volunteer Fire Department Benevolent Association (1995 to present )

1216

Chaplain of the Town of Babylon Chiefs Association (1998 to present ) .

Trustee of the Town of Babylon Chiefs 2003 to 2009.

Chaplain of the Suffolk County Volunteer Firemen's Association ( 2004 to present)

Town of Babylon Volunteer Firemen's Association- Secretary ( 2010 to

Member of the Suffolk County Volunteer Firemen's Association Executive Board (2007 - present )

Member of the Association of Fire Districts, State of New York Audit Committee (2003 - present).  
Secretary Town of Babylon Firemen's Association ( 2010 )

Social Status;

DoB : August 19, 1925

Wife : Maryann

Resident of Suffolk County and West Babylon since 1969

Retired from the New York City Police Department ( 1953 to 1984 )as Detective 2<sup>nd</sup> grade.

Member of the United States Navy WW2. ( Honorably discharged as a Pharmacist 2<sup>nd</sup> grade )

1216

# Suffolk County Fire District



1/1/2014

To whom it may concern:

The Suffolk County Fire Districts Officers submit Dave Carrigan as the Representative to the Fres Commission. Dave has been on this Committee for many years and we recommend him for reappointment.

Any questions please feel free to call my 631-484-6041.

Thank You,

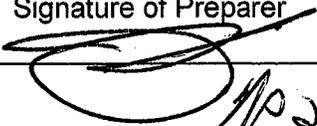
*Rudy Sunderman*

Rudy Sunderman

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1716

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u> X </u>		
2. Title of Proposed Legislation Reappointment of David Carrigan, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.		
3. Purpose of Proposed Legislation Reappointment of David Carrigan, as a representative of the Suffolk County Fire District Officers' Association, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District Other (Specify):	
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.		
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 January 1, 2014 – December 31, 2016		

10. Typed Name & Title of Preparer Joseph F. Williams, Commissioner	11. Signature of Preparer 	12. Date Feb. 5, 2014
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*JP 2/21/14*

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

1216

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

COUNTY OF SUFFOLK



1216

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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**

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT – Carrigan**

TITLE OF BILL:

Reappointment of David Carrigan as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:

Reappointment of David Carrigan, 100 Arnold Avenue, West Babylon, NY 11704, as a representative of the Suffolk County Fire District Officers' Association, to the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.

SUMMARY OF SPECIFIC PROVISIONS:

Expiration of existing term.

JUSTIFICATION:

Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:

None.

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

COUNTY OF SUFFOLK

1216



JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

**DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES**

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams  
Commissioner

**DATE:** February 5, 2014

**SUBJECT:** 2014 – 2016 FRES COMMISSION APPOINTMENT  
David Carrigan

---

Please find attached the necessary documents for the re-appointment of DAVID CARRIGAN as a representative of the Suffolk County Fire District Officers' Association to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2014 through December 31, 2016.

- Prior term attendance for David Carrigan:
- 2011** – Out of a total of 7 meetings  
Attended 5 meetings  
Excused from 2 meetings
  - 2012** – Out of a total of 8 meetings  
Attended 8 meetings
  - 2013** – Out of a total of 9 meetings  
Attended 7 meetings  
Excused from 1 meeting  
Absent from 1 meeting

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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

**RESOLUTION NO. - 2014, APPROVING THE RE-APPOINTMENT OF PETER GARYPIE AS A MEMBER OF THE SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY SERVICES COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

**WHEREAS**, the term of office of Peter Garypie has expired December 31, 2013, now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved Peter Garypie, a resident of Sag Harbor, NY, as a representative of the East Hampton Town Fire Chiefs' Association to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2016, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, 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 of Approval:

1217

**Philip Peter Garypie, Jr.**  
Sag Harbor, New York 11963

631-

631-

**Mechanic**

Dependable professional with over eight years of experience in fleet management, repair and DOT regulations. Extensive knowledge in operating diagnostic equipment, preventive maintenance and advanced skills in diesel repair. Possess the highest integrity as a supervisor and thrives for the opportunity for growth and expansion in the field of mechanics.

**PROFESSIONAL EXPERIENCE**

**EAST HAMPTON SCHOOL DISTRICT, East Hampton, New York** February 2008 to present  
*Mechanic II*

- Performs and oversees any and all repairs and maintenance to all vehicles
- Vehicle Inspections
- Equipment, parts ordering and pricing
- Coordinates road repairs and vehicle recoveries
- Maintains vehicle records and service files

**SCHENCK FUEL, East Hampton, New York** August 2005 to February 2008  
*Chief Mechanic*

- Manage a fleet of 60 various types of vehicles
- Performs and oversees any and all repairs and maintenance to all vehicles
- Vehicle Inspections
- Equipment, parts ordering and pricing
- Coordinates road repairs and vehicle recoveries
- Maintains vehicle records and service files

**HAMPTON JITNEY, INC., Southampton, New York** May 1997 to August 2005  
*Senior Mechanic*

- Managed a fleet of 65 full-size and mini coaches
- Managed assignments for all maintenance personnel
- Performed DOT vehicle inspections
- Equipment ordering
- Attended advanced training seminars
- Implemented new training procedures in the workplace
- Vehicle Recovery and road assistance

**HARBOR HEIGHTS SERVICE STATION, Sag Harbor, New York** March 1993 to May 1997  
*Mechanic Helper*

- Repair and service work on all types of consumer vehicles and commercial trucks

1217

**EDUCATION**

DIESEL INSTITUTE OF AMERICA, Grantsville, Maryland <i>Diesel Technician</i>	October 1998 to June 1999
SUFFOLK COMMUNITY COLLEGE, Riverhead, New York <i>Criminal Justice Credits</i>	September 1996 to June 1997
PIERSON HIGH SCHOOL, Sag Harbor, New York <i>General Diploma</i>	June 1996

**ADDITIONAL EXPERIENCE**

SAG HARBOR VOLUNTEER FIRE DEPARTMENT <i>Chief</i> <i>1<sup>st</sup> Assistant Chief</i> <i>2<sup>nd</sup> Assistant Chief</i> <i>Captain, Montauk Hose Company 2</i> <i>Assistant Captain, Montauk Hose Company 2</i> <i>Assistant Crew Chief</i> <i>Member</i>	April 2006 to May 2008 May 2004 to April 2006 May 2003 to April 2004 May 2000 to April 2002 May 1999 to April 2000 May 1998 to April 1999 October 1996 to present
TOWN OF SOUTHAMPTON CHIEFS COUNCIL <i>President</i> <i>Vice President</i>	April 2006 to April 2007 April 2005 to April 2006
TOWN OF EAST HAMPTON CHIEFS COUNCIL <i>President</i> <i>Vice President</i>	April 2007 to April 2008 April 2006 to April 2007
SAG HARBOR VILLAGE EMERGENCY MANAGEMENT PLAN <i>Committee Member</i>	July 2006 to present



1217

# East Hampton Town Chief's Association

1 Cedar Street  
East Hampton, New York 11937

**MEMBER  
ORGANIZATIONS**

Amagansett  
Bridgehampton  
East Hampton  
Montauk  
Sag Harbor  
Springs

November 7, 2013

RECEIVED NOV 13 2013

Joseph F. Williams, Commissioner  
Suffolk County Department of FRES  
PO Box 127  
Yaphank, NY 11980

RE: Suffolk County Fire, Rescue & Emergency Services Commission Representatives

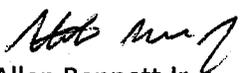
Dear Commissioner Williams,

At a regularly scheduled and properly noticed meeting of the East Hampton Town Chiefs Association, the following individuals were elected to serve as representatives on the Suffolk County Fire, Rescue & Emergency Services Commission:

Peter Garypie - Primary  
Bruce Bates - Alternate

If you require any further information please contact myself, 631-767-9885 or the Secretary, Wayne Gauger at 631-561-1652.

Best Regards,

  
Allen Bennett Jr.  
Vice President  
East Hampton Town Chiefs' Association

COUNTY OF SUFFOLK



1217

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams  
Commissioner

**DATE:** February 5, 2014

**SUBJECT:** 2014 – 2016 FRES COMMISSION APPOINTMENT  
Peter Garypie

Please find attached the necessary documents for the re-appointment of PETER GARYPIE as a representative of the East Hampton Town Fire Chiefs' Association to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2014 through December 31, 2016.

- Prior term attendance for Peter Garypie:
- 2011** – Out of a total of 7 meetings  
Attended 0 meetings  
Excused from 5 meetings  
Absent from 2 meetings
  - 2012** – Out of a total of 8 meetings  
Attended 2 meetings  
Excused from 4 meeting  
Absent from 2 meetings
  - 2013** – Out of a total of 9 meetings  
Attended 0 meetings  
Absent from 9 meetings

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1217

<b>1. Type of Legislation</b>  Local Law: _____ Charter Law: _____ Resolution: <u>  X  </u>											
<b>2. Title of Proposed Legislation</b> Reappointment of Peter Garypie, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.											
<b>3. Purpose of Proposed Legislation</b>  Reappointment of Peter Garypie, as a representative of the East Hampton Town Fire Chiefs' Council, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.											
<b>4. Will the Proposed Legislation Have a Fiscal Impact?</b> Yes _____ No <u>  X  </u>											
<b>5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)</b>  <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">County</td> <td style="width: 33%;">Town</td> <td style="width: 33%;">Economic Impact</td> </tr> <tr> <td>Village</td> <td colspan="2">School District Other (Specify):</td> </tr> <tr> <td>Library District</td> <td colspan="2">Fire District</td> </tr> </table>			County	Town	Economic Impact	Village	School District Other (Specify):		Library District	Fire District	
County	Town	Economic Impact									
Village	School District Other (Specify):										
Library District	Fire District										
<b>6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.</b>  _____											
<b>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision</b>  N/A											
<b>8. Proposed Source of Funding</b>  N/A											
<b>9. Timing of Impact</b> January 1, 2014 – December 31, 2016											

<b>10. Typed Name &amp; Title of Preparer</b> Joseph F. Williams, Commissioner	<b>11. Signature of Preparer</b> 	<b>12. Date</b> 2/5/2014
---	--------------------------------------	-----------------------------

*1/2/21/14*

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

1217

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

COUNTY OF SUFFOLK



1217

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT – Garypie

TITLE OF BILL:

Reappointment of Peter Garypie as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:

Reappointment of Peter Garypie, 83 Harrison Street, Sag Harbor, NY 11963, as a representative of the East Hampton Fire Chiefs' Association, to the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2016.

SUMMARY OF SPECIFIC PROVISIONS:

Expiration of existing term.

JUSTIFICATION:

Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:

None.

1218

Intro. Res. No. -2014

Laid on Table

3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014, AUTHORIZING THE LEASE OF PREMISES  
TO THE UNITED STATES DEPARTMENT OF AGRICULTURE**

**WHEREAS**, the County owns a building located at 423 Griffing Avenue, Riverhead, New York; and

**WHEREAS**, Cornell Cooperative Extension occupies space at that location; and

**WHEREAS**, Section 72-h of the General Municipal Law authorizes the County to lease space to agencies of the Federal Government; and

**WHEREAS**, the United States Department of Agriculture ("USDA") would like execute a Standstill Agreement as an amendment to the existing Lease for approximately 1,333 square feet of space at that location leased from the County for its Farm Service Agency for a term of two (2) years commencing on or about April 1, 2014 until April 1, 2016 for an annual base rental of \$29,472.60 per year; and

**WHEREAS**, certain additional costs and responsibilities will be borne by the County and the USDA as set forth in the annexed Lease; and

**WHEREAS**, the Space Management Steering Committee has recommended the approval of a Standstill Agreement as an amendment to the existing Lease on January 30, 2014; now, therefore, be it

**1<sup>st</sup>** **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Sections 617.5(1), (20) and (27) of the New York Code of Rules and Regulations (NYCRR) and Section 8-109 of the New York Environmental Conservation Law. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices; and be it further

**2<sup>nd</sup>** **RESOLVED**, that the property described in the annexed Standstill Agreement and Lease is hereby declared to be surplus to the needs of the County; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the County Executive be and hereby is authorized to execute a Standstill Agreement as an amendment to the existing Lease for two (2) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

Date:

APPROVED BY:

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

Date of Approval:

1218

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>X</u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
AUTHORIZING THE LEASE OF PREMISES TO THE UNITED STATES DEPARTMENT OF AGRICULTURE		
3. Purpose of Proposed Legislation		
The County owns a building located at 423 Griffing Avenue, Riverhead, New York. The United States Department of Agriculture ("USDA") would like execute a Standstill Agreement as an amendment to the existing lease for approximately 1,333 square feet of space at that location from the County for its Farm Service Agency for a term of two years commencing on or about April 1, 2014 until April 1, 2016 for an annual base rental of \$29,472,60 per year.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>X</u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County <u>X</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The County will generate revenue from leasing space to the USDA. This lease would generate \$22,104.45 in revenue to the County in fiscal year 2014.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
This lease will generate approximately \$58,945.20 in revenue for the County for the two-year period.		
Year 1= \$29,472.60 (April 1, 2014- March 31, 2015)		
Year 2= \$29,472.60 (April 1, 2015- March 31, 2016)		
8. Proposed Source of Funding		
United States Department of Agriculture		
9. Timing of Impact		
Upon adoption and commencement of lease.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		February 25, 2014

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

1218

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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



1218

United States Department of Agriculture

ISDA  
Farm Service Agency

New York State Office  
Francis DeJohn

41 S Salina Street  
Room 536  
Syracuse  
NY, 13202  
Phone 315.477.6317  
Fax 315.477.6323

County of Suffolk  
Suffolk County Dept of Planning  
Division of Real Estate  
PO Box 6100  
Hauppauge, NY 11788

Dear Mr. Anderus:

Attached please find a Standstill Agreement for the Suffolk County FSA Office, located at 423 Griffing Ave, Riverhead, NY 11901.

The lease for the Suffolk County FSA Office expires on 3/31/2014.

This agreement is being issued on behalf of George Banks, Lease Contracting Officer through the New York State FSA Office to allow sufficient time for new lease arrangements to be negotiated. If you have questions, please refer them to:

George Banks  
Realty Specialist  
USDA Farm and Foreign Agricultural Service  
Farm Service Agency (FSA)  
Phone: (202) 401-0058  
Fax: (202) 690-4790  
Email: George.Banks@wdc.usda.gov

Please sign two (2) copies of the document, have it witnessed by someone other than an FSA employee and return both original copies of the completed form to George Banks, Lease Contracting Officer at either of the following:

Note: The delivery address for UPS AND FedEx is:  
USDA/FSA/MSD  
355 E Street SW  
10TH FL 10-225B  
Washington, DC 20024

Note: The delivery address for United States Postal Service (USPS) is:  
USDA/FSA/MSD  
Mail Stop 0562  
1400 Independence Ave SW  
Washington, DC 20250-0590

Thank you.

---

## STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT (hereinafter "Agreement") is made by and between

**Lessors Name: County of Suffolk, Suffolk Co Dept of Planning, Div of Real Estate**

Whose address is : PO Box 6100, Hauppauge, NY 11788

And the United States of America (hereinafter "Government"), acting by and through the United States Department of Agriculture's authorized representatives (hereinafter "USDA")

Whose address is: 423 Griffing Avenue, Riverhead, NY 11901

### RECITALS

1. The Lessor owns certain improved real property located at 423 Griffing Ave, Riverhead, NY 11901 (hereinafter "Premises"). The Government currently occupies approximately 1333 **usable square feet** of office and related space on the floor(s) of the Premises pursuant to Lease No. **Suffolk County FSA Office** (hereinafter "Lease"), as amended. The Lease expires on 03/31/2014. The Government has not obtained alternative space for its tenants presently occupying the Premises and the Lessor and the Government (hereinafter collectively the "Parties" and each individually a "Party") have not consummated a lease extension agreement to date.
2. The Parties do not want an unnecessary condemnation lawsuit and the Government does not want its operations, services, or tenancy interrupted or disturbed. The Parties agree to continue the *monthly* rental amount of \$2,456.05 through 03/31/2016.
3. By this Agreement the Parties seek to preserve the status quo pending the completion of a leasehold acquisition procedure.
4. The Parties believe this Agreement will facilitate settlement negotiations. As evidenced by their signatures to this Agreement, the Parties agree that no right, action, or claim either Party may otherwise have against the other Party will be prejudiced or waived by this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein, the adequacy of which is hereby acknowledged by the undersigned, the Parties agree as follows:

---

**During the term of this Agreement:**

1. The Government will not condemn the Premises by the power of eminent domain, and will not file a Declaration of Taking with respect to the Premises.
2. The Lessor will not initiate an "inverse condemnation" or breach of lease action in any United States Court or tribunal with respect to the Premises.
3. The Lessor will not:
  - A. Undertake to evict the Government from the Premises;
  - B. Interfere with the use or occupancy of the Premises by the Government;
  - C. Interrupt the operations, building services, or utilities of the Government from what they were while the lease was in effect;
  - D. Market the space to potential tenants if the Government is planning to remain in the premises; or
  - E. Threaten to do any of the acts referenced in A, B, C, or D above.
4. Each Party agrees not to take any action to alter its position to the detriment of the other Party in any condemnation type action arising out of these facts.

**At all times after this Agreement becomes effective:**

5. The Government will receive full credit for money paid to Lessor during the term of this Agreement in accordance with Lease No. \_Suffolk County NY FSA Office
6. Neither Party will seek or accept severance damages or attorney s fees from the other Party for the period this Agreement is in effect.
7. Termination of Agreement: The Parties agree that all terms and conditions of the Lease will remain in full force and effect during the term of this Agreement. This Agreement will terminate on \_\_03/31/2016. This termination provision may be amended to extend the termination date of this Agreement by the mutual written consent of the Parties.
8. Successors in Interest: All of the terms, covenants, and provisions herein contained will bind and inure to the benefit of the Parties, their heirs, executors, administrators, personal representatives, successors, trustees, receivers, and assigns as applicable, except as otherwise provided herein.

9. Merger Clause: All prior understandings and agreements with respect to the subject matter of this Agreement, written or oral, are merged into this Agreement. This Agreement represents the final agreement between the Parties with respect to such subject matter, and may not be superseded, except by a separate written agreement signed and agreed to by the Parties.

10. Amendments: Neither this Agreement, nor any terms hereof, may be changed, waived, discharged or terminated orally, but *only* by an instrument in writing signed by the Parties against whom the enforcement of a change, waiver, discharge, or termination is sought.

11. Construction: Any provision contained in this Agreement that is prohibited or unenforceable will be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof. A waiver by a Party of any right, covenant, condition, or remedy in any instance hereunder will not operate as a waiver of such right, covenant, condition, or remedy in any other instance, and waiver by a Party of any breach of the terms hereof will not be a waiver of any additional or subsequent breach. This Agreement will be governed by, and construed in accordance with, the laws of the United States of America.

12. Counterparts: This Agreement may be executed in photocopied counterparts that, when taken together, will constitute a single agreement.

13. Effective Date: This Agreement is effective and enforceable only after having been first signed by the Lessor, and second, accepted and signed by the Government.

FOR THE LESSOR:

Signature: \_\_\_\_\_

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

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

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

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_

Name: George A Banks

Title: Lease Contracting Officer  
United States Department of Agriculture

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

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_

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

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

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

**LIMITED SCOPE RENTAL ANALYSIS**

**Office space for U.S.D.A.  
Located at:**

**423 Griffing Avenue, Riverhead, NY  
S.C.T.M. # 0600-128.00-01.00-031.001**

**VALUATION DATE: January 10, 2014  
REPORT DATE: January 14, 2014**

**Prepared by Debra Wilson  
Appraisal Reviewer  
Suffolk County Department of Economic Development  
Division of Real Estate**

**Prepared for Gerald Anderus  
Architect  
Suffolk County Department of Public Works**

**CERTIFICATION**

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are my personal, unbiased professional analyses, opinion and conclusion.

I have no present or prospective interest in the property that is the subject of this report, its damages or benefits and I have no personal interest or bias with respect to the parties involved.

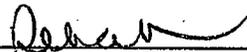
My engagement in this assignment was not contingent upon developing or reporting predetermined results.

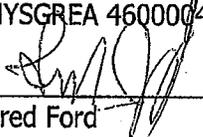
My analyses, opinions and conclusions were developed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation

I have personally inspected the property herein appraised, however my inspection was of the exterior only.

This appraisal is intended only for use by Gerald Anderus and members of the Suffolk County Space Management Steering Committee and/or the Suffolk County Economic Development and Workforce Housing concerning lease negotiations for 423 Griffing Avenue., Riverhead, NY.

DATE: \_\_\_\_\_  
January 14, 2014

SIGNATURE:   
Debra Wilson  
NYSGREA 46000049948

SIGNATURE:   
Fred Ford  
NYSGREA 46000003062

## **PURPOSE OF THE APPRAISAL**

This appraisal is to assist the Space Management Steering Committee and the Suffolk County Economic Development in the negotiation of lease space of 1,333± square feet (net leasable area, exclusive of any common area attributable to the rental unit) of office space contained in an office shared by Suffolk County Employees in a Suffolk County owned building known as the Cornell Cooperative Extension of Suffolk County located at 423 Griffing Avenue, Riverhead, NY. The space is currently occupied by the U.S.D.A. and consists of (2) offices, a general meeting area, large storage closet and a cubicle style office. Bathrooms are shared with other occupants in the building. This rental analysis is being prepared in order to assist in the potential 2-year extension of the current lease.

## **FUNCTION & SCOPE OF THE APPRAISAL**

The function of this appraisal report is to deliver a well reasoned analysis of rental range for similar office space in the area of the subject. The office space is currently occupied by the U.S.D.A. This limited scope appraisal is intended for the use of The Suffolk County Space Management and Steering Committee and the Suffolk County Economic Development.

This is a limited scope restricted appraisal report. As such, the reader of this report should expressly understand that the report is not in strict adherence with USPAP. Accordingly, I am evoking the Departure Provision on this assignment. The report is based on both an exterior and interior inspection of the subject unit, as well as an exterior inspection of various rental comps in and around the area. The unit is currently a 1,333± square foot space to house (2) offices, a general meeting area, large closet and a cubicle style office. Said space is located in an office shared by Suffolk County Employees. It is assumed that there are no health hazards on the premises. In researching the market area for comparable rental data, I have relied upon numerous data sources, including Multiple Listing Service of Long Island, local real estate brokers, office files, and Suffolk County approved consultant appraisers.

My analysis includes an exterior and interior inspection of the subject area. Both internal and external influences on the subject are considered. The subject's neighborhood is analyzed in terms of existing economic conditions as well as possible future trends.

## **SUBJECT PROPERTY DESCRIPTION**

**TOWNSHIP:** Village of Riverhead, Town of Riverhead

**SCTM #:** 0600-128.00-01.00-031.001

### **LOCATION:**

The subject property is located at 423 Griffing Avenue, Riverhead, Town of Riverhead, Suffolk County, NY. The location is further described as the west side of Griffing Avenue, approximately 115± feet north of the L.I.R.R. Griffing Avenue is virtually 100% built-up and is populated with a mix of office buildings, medical buildings, other free-standing mixed use commercial properties and some single family dwellings. Rental demand for all types of space (office, retail, personal service, auto service, etc.) is moderate to weak, with vacancies noted. Rental prices have begun to stabilize in 2012-2013 after an extended period of steady decreases since 2008.

### **EXPLANATION OF VALUE:**

The current base rent, custodial charge, CAM charge and tax expense obligations were provided in memo format from Gerald Anderus. I was asked to review the information and provide Gerald with my findings as to the appropriateness of the current and/or proposed rent as it relates to market rents for other office and storefront space in this area. The subject's current rent of \$22.11/S.F. includes all utilities, CAM and cleaning charges. Accordingly, I have researched, reviewed, and analyzed comparable rental data.

**RESEARCH PARAMETERS-** In researching the market area for comparable rentals, I have concentrated on the immediate area of Riverhead, as well as competing sections of the Town of Riverhead, with most weight given to space containing 900 to 2,000 square feet. The most relevant rental comparables are listed on the next page of this report, followed by my analysis and recommendations.

## COMPARABLE RENTALS

Based on an extensive search of the subject's market area, the following rental comps were determined to be the most relevant in evaluating the range of rents for the subject space:

### Comparable Rental #1

Location:	887 Old Country Road, Riverhead, NY
Rental type:	Office suite located in Riverhead.
Size:	Unit size: 1,379± square feet
Base rent:	\$21.00 per SF or \$2,523 per month base rent.
Comments:	This is a five year lease that commenced 12/2013. The building is located on the south side of Old Country Road in Riverhead. The lessee pays utilities and CAM charges.

### Comparable Rental #2

Location	400 W. Main St., Riverhead, NY
Rental type:	Office Suite located in Riverhead
Size:	Unit size: 1,320± square feet.
Current Base rent:	\$21.09 Base Rent per square foot
Comments:	Price is a base rent that commenced on 8/2011. This is a seven year lease with the following terms: 2-years @ \$25,500, next 2-years @ \$26,256, next 2-years @ \$27,056 and last year @ \$27,840. Lessee pays utilities.

### Comparable Rental #3

Location:	209 W. Main Street, Riverhead, N.Y.
Rental type:	Office space located in a multi-tenanted building in average condition.
Size:	Unit size: 1,000± square feet
Current Base rent:	\$22.00/SF
Comments:	The lease commenced 3/2013 and is a 5 year lease. Located in Riverhead. Lessee pays utilities.

## **CONCLUSIONS AND FINAL RECOMMENDATIONS:**

The subject rental unit is a 1,333± square foot space to house (2) offices, a general meeting area, large closet and a cubicle style office. The subject rental unit is currently occupied by the U.S.D.A. According to information provided by Gerald Anderus, the County understands the rental unit to be 1,333± square feet.

My conversations with appraisers and local brokers suggest the rental market in all areas of the Town of Riverhead is relatively weak leaving vacancies in the area. Office and storefront space in good to average condition tends to command premium prices. The range of price per square rental amounts for the comparable rentals considered is from \$21.00 to \$23.00. All Rentals are located in the Town of Riverhead in an area similar to the subject unit. All Rentals bracket the subject's net leasable area with a price per square foot range of \$20/SF to \$23 per square foot (base rent).

Based on all information pertaining to the rental comparables, my recommendation for a market rent range is at a mid to high range of:

**Current (2014) market rental range: \$21 - \$23 s.f.\* (Base Rent)**

\*The variations in base rent are attributable primarily to 2 factors: (1) length of lease and (2) expense obligations. Long-term (i.e. 10 years) leases tend command a slightly lower base price per square foot, particularly for municipality tenants and/or triple-A rated office tenants. As mentioned previously, the base rent will increase as landlords absorb more of the operating expenses.

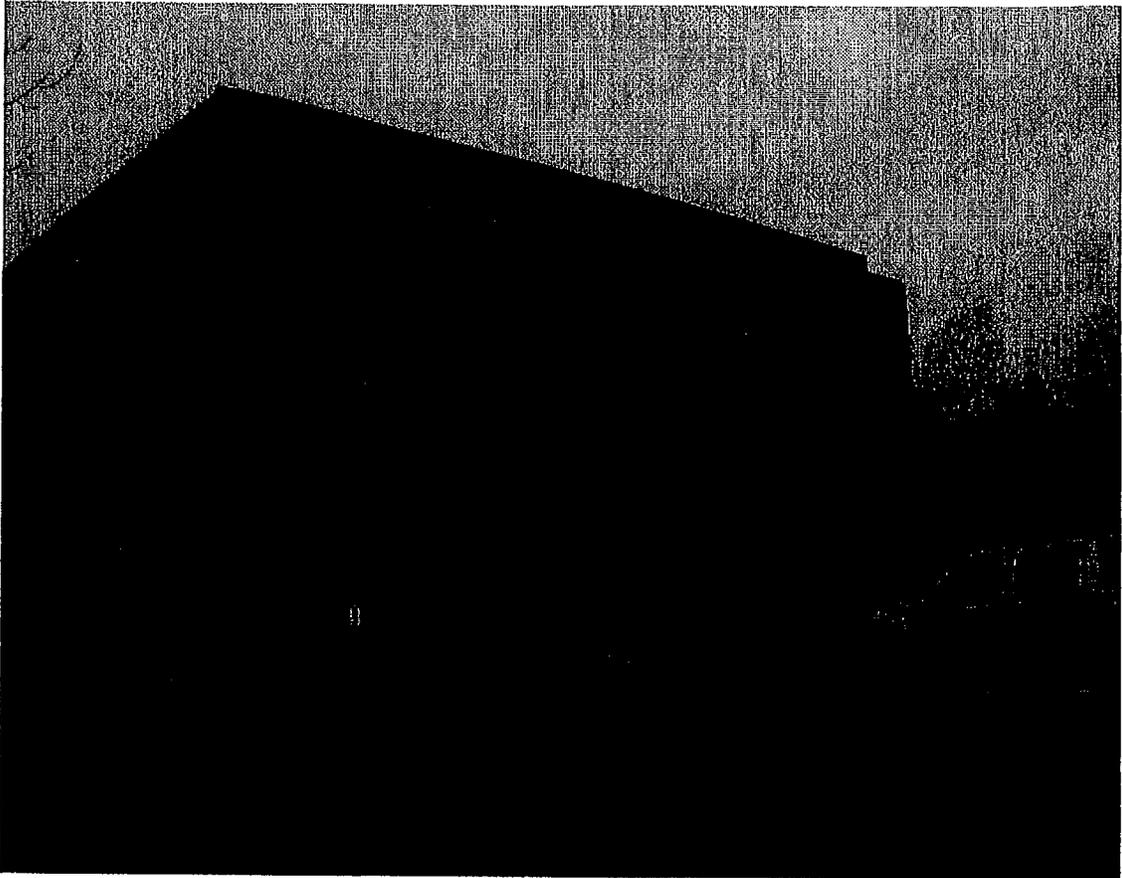
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Debra Wilson  
Appraisal Reviewer  
NYS Certified General Appraiser 46-49948

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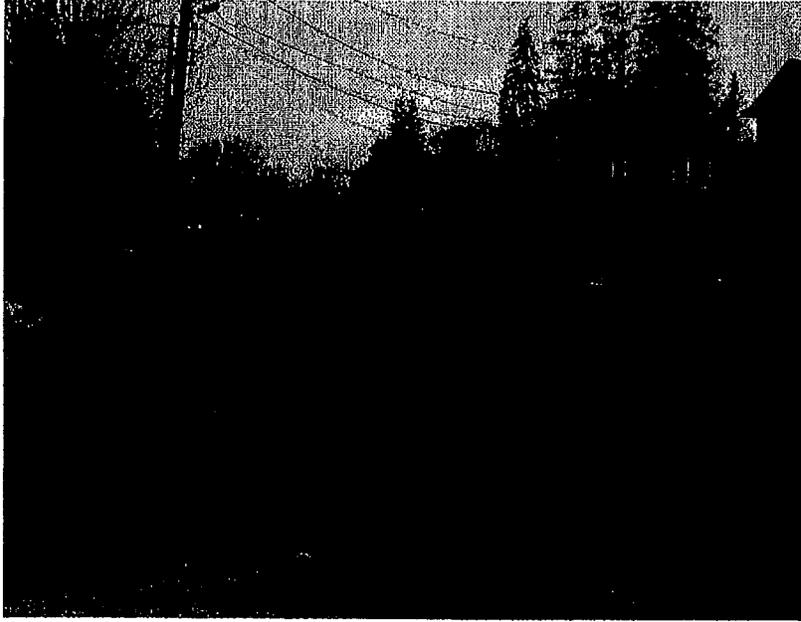
Fred Ford  
Senior Appraisal Reviewer  
NYS Certified General Appraiser 46-3062

**SUBJECT PHOTOS**

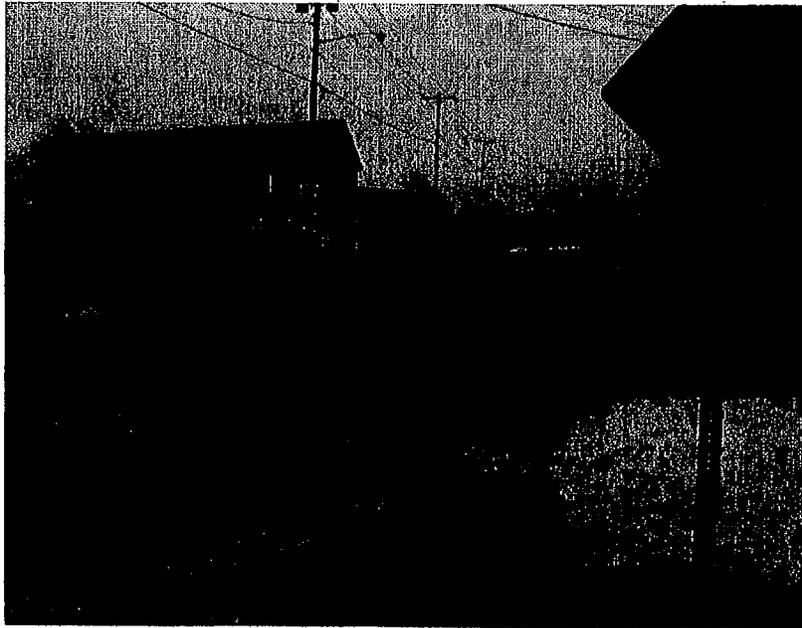


**SUBJECT PHOTOS**

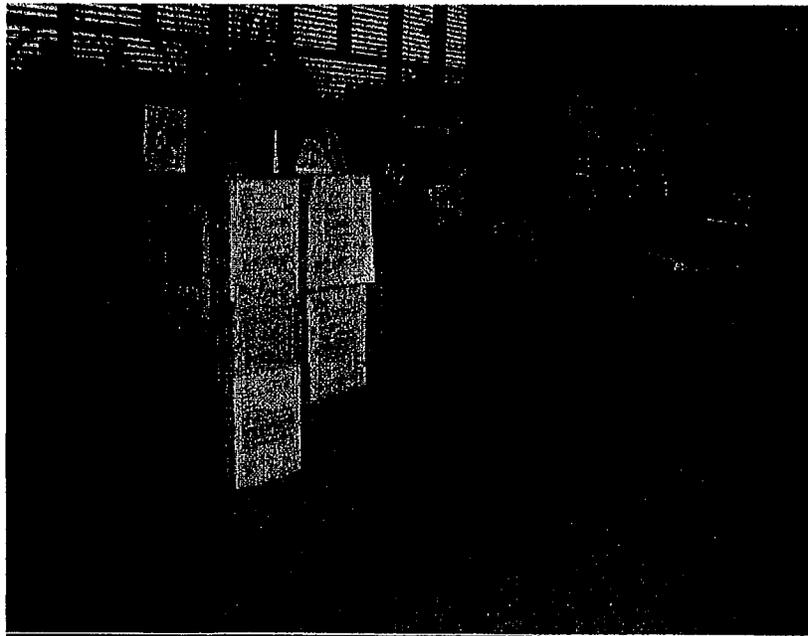
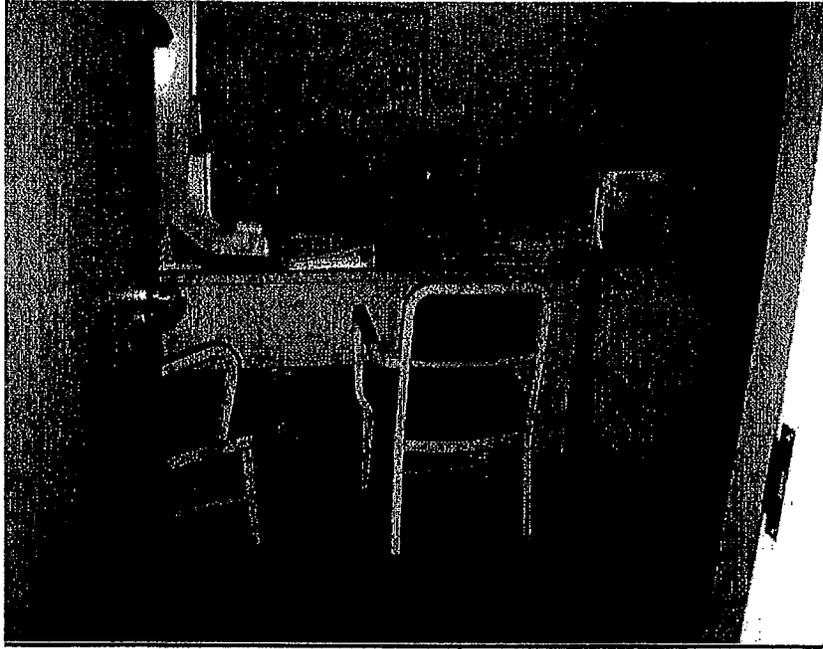
**Street view Looking North**



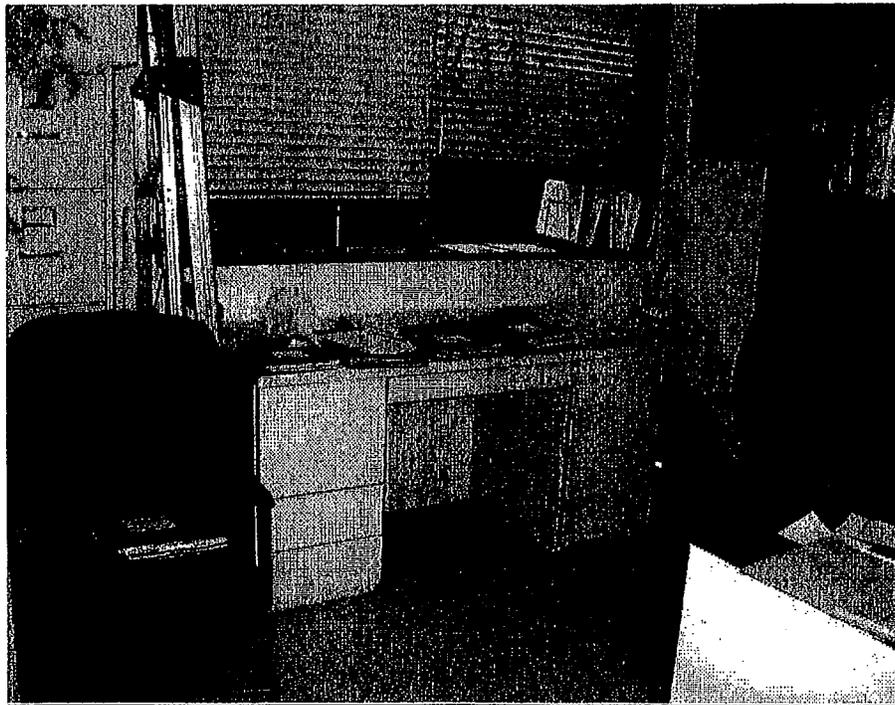
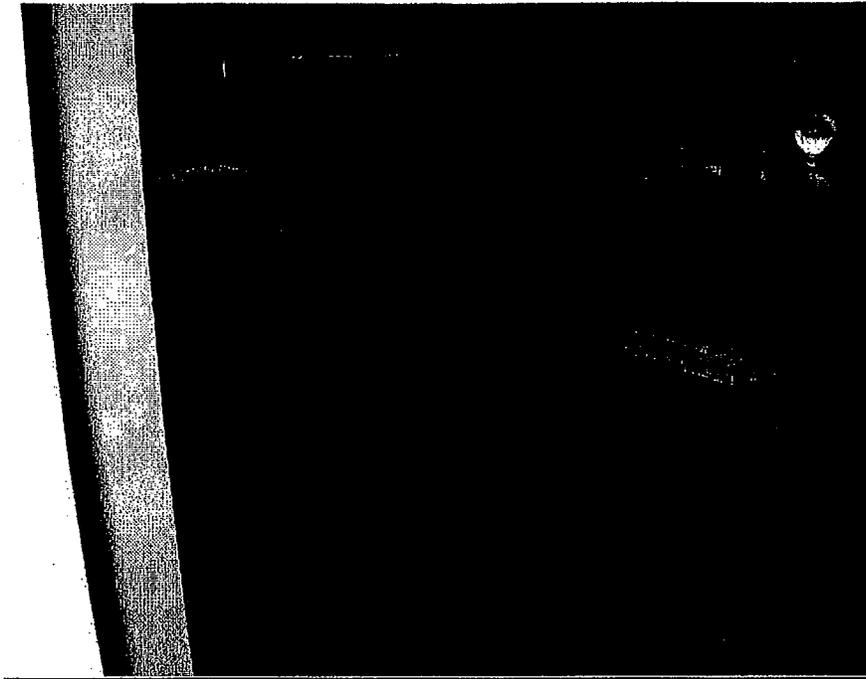
**Street view Looking South**



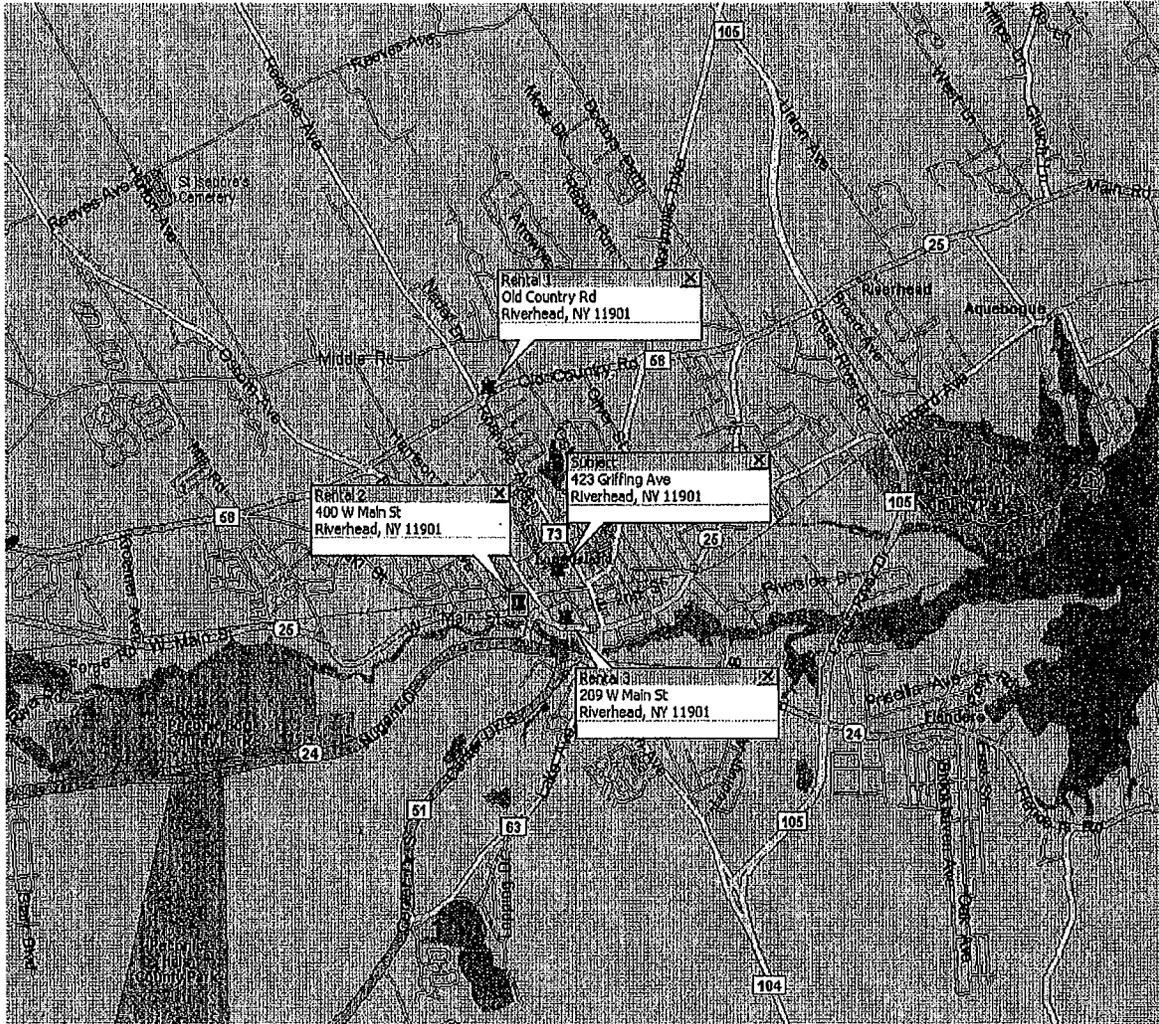
**SUBJECT INTERIOR PHOTOS**



**SUBJECT INTERIOR PHOTOS**



# COMPARABLE RENTAL MAP



U.S. DEPARTMENT OF AGRICULTURE

DATE

REFERENCE SLIP

12-2-2009

TO

Nick Anastasi

- ACTION
- APPROVAL
- AS REQUESTED
- FOR COMMENT
- FOR INFORMATION
- INITIALS
- NOTE AND FILE
- NOTE AND RETURN
- PER PHONE CALL
- RECOMMENDATION
- REPLY FOR SIGNATURE OF
- RETURNED
- SEE ME
- YOUR SIGNATURE

REMARKS

From:

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY

SUSAN PIERZCHANOWSKI  
COUNTY EXECUTIVE DIRECTOR  
PHONE: (831) 727-5666, EXT 2  
FAX: (831) 727-4408

USDA

423 GRIFFING AVE., STE 120  
RIVERHEAD, NY 11901-3076



FROM

Sue Pierzchanowski

USDA - Farm Service Agency

FORM AD-814

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL

# of pages = 2

To	Nick Anastasi	From	Sue Pierzchanowski
Dept./Agency		Phone #	631-727-5666
Fax #	853-4888	Fax #	631-727-4408

N8N 7840-D1-017-7388

5099-101

GENERAL SERVICES ADMINISTRATION

<p>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</p> <p><b>SUPPLEMENTAL LEASE AGREEMENT</b></p>	<p>SUPPLEMENTAL AGREEMENT</p> <p>2</p>	<p>DATE</p> <p>4/20/09</p>
<p>TO LEASE NO.</p> <p>Suffolk County</p>		
<p>ADDRESS OF PREMISES</p> <p>423 Griffing Avenue, Riverhead, NY 11901</p>		
<p>THIS AGREEMENT, made and entered into this date by and between County of Suffolk, Suffolk County Dept of Planning, Division of Real Estate</p>		
<p>whose address is H. Lee Dennison Bldg, 100 Veterans Memorial Hwy, P.O. Box 6100, Hauppauge, NY 11788-0009</p>		
<p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above. NOW THEREFORE, these parties for the consideration hereafter mentioned covenant and agree that the said Lease is amended:</p>		
<p>Effective April 1, 2009 the lease is hereby renewed for a five-year term with a new termination date of March 31, 2014. The total amount of space is 1,333 net usable square feet. The Rent payment schedule is all follows:</p>		
<p>Year One - \$20.43 per net usable square feet - \$27,233.19 annual rent at the rate of \$2,269.43 per month in arrears Year Two - \$20.83 per net usable square feet - \$27,766.39 annual rent at the rate of \$2,313.87 per month in arrears Year Three - \$21.25 per net usable square feet - \$28,326.00 annual rent at the rate of \$2,360.50 per month in arrears Year Four - \$21.68 per net usable square feet - \$28,899.00 annual rent at the rate of \$2,408.25 per month in arrears Year Five - \$22.11 per net usable square feet - \$29,472.63 annual rent at the rate of \$2,456.05 per month in arrears</p>		
<p>All other terms and conditions of the lease shall remain in force and effect.</p>		
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
<p>LESSOR: BY <u>[Signature]</u> (Signature)</p>	<p>SUFFOLK COUNTY EXEC (Title)</p>	
<p>IN THE PRESENCE OF (witnessed by):</p>		
<p><u>[Signature]</u> (Signature)</p>	<p><u>[Signature]</u> (Address)</p>	
<p>UNITED STATES OF AMERICA</p>		
<p>BY <u>[Signature]</u> (Signature of CO)</p>	<p>Lisa Poole Contracting Officer, USDA/FS/MS (Title)</p>	

02/DC 06-1170

COY38

Intro. Res. No. 1179-2004  
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 2/24/2004

**RESOLUTION NO. 298 -2004, AUTHORIZING THE LEASE  
OF PREMISES TO THE UNITED STATES DEPARTMENT  
OF AGRICULTURE**

WHEREAS, the County owns a building located at 423 Griffing Avenue, Riverhead, New York; and

WHEREAS, Cornell Cooperative Extension occupies space at that location; and

WHEREAS, Section 72-h of the General Municipal Law authorizes the County to lease space to agencies of the Federal Government; and

WHEREAS, the United States Department of Agriculture ("USDA") would like to lease approximately 2,134 square feet of space at that location from the County for its Farm Service Agency for a term of five (5) years commencing on or about April 1, 2004 with one option to renew for five (5) years, commencing at an annual base rental of \$39,479.00 in the first year and increasing in annual increments to approximately \$42,733.00 in the fifth year of the initial term; and

WHEREAS, certain additional costs and responsibilities will be borne by the County and the USDA as set forth in the annexed Lease; and

WHEREAS, the Space Management Steering Committee has recommended the approval of this Lease on July 24, 2003; now, therefore, be it

RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Sections 617.5(1), (20) and (27) of the New York Code of Rules and Regulations (NYCRR) and Section 8-109 of the New York Environmental Conservation Law. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices; and be it further

RESOLVED, that the property described in the annexed Lease is hereby declared to be surplus to the needs of the County; and be it further

RESOLVED, that the County Executive be and hereby is authorized to execute a Lease in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

DATED: **MAR 24 2004**

APPROVED BY:

*Paul Salatin*

County Executive of Suffolk County

Chief Deputy

Date of Approval: 3/29/2004

SUFFOLK COUNTY  
County Legislature  
RIVERHEAD, NY



This is to certify that I, HENRY L. BARTON, JR., Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on **March 24, 2004**, and that the same is a true and correct transcript of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk

*Henry L. Barton Jr.*  
Clerk of the County Legislature

LEASE FOR REAL PROPERTY

EXHIBIT 1 - SCHEDULE OF RENTAL RATES

SPACE LOCATION: USDA CORNELL COOPERATIVE EXTENSION SERVICE BUILDING  
243 GRIFPING AVE., RIVERHEAD, NY 11901

1  
2

Years 1-5

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
USABLE OFFICE AREA					
BASE RENT/SQUARE FOOT	\$18.80	\$18.87	\$19.25	\$19.63	\$20.02
COMMON AREA MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEANING/CUSTODIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DATA WIRING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECURITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RENT/ANNUM / 5 YEARS	\$18.80	\$18.87	\$19.25	\$19.63	\$20.02
	\$39,479.00	\$40,283.00	\$41,074.00	\$41,895.00	\$42,733.00

5 Year Option - Years 6-10

	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
USABLE OFFICE AREA					
BASE RENT/SQUARE FOOT	\$20.43	\$20.83	\$21.25	\$21.68	\$22.11
COMMON AREA MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEANING/CUSTODIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DATA WIRING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECURITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$20.43	\$20.83	\$21.25	\$21.68	\$22.11
RENT/ANNUM / 10 YEARS	\$20.43	\$20.83	\$21.25	\$21.68	\$22.11
	\$43,588.00	\$44,460.00	\$45,349.00	\$46,256.00	\$47,181.00

Landlord to share 2,100 sq. ft. of common area identified as conference and meeting rooms located on the 1st & 2nd floors.

Aug - CA

REPRODUCE LOCALLY. Include form number and date on all reproductions.

CCC-2  
(10-18-01)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

LEASE FOR REAL PROPERTY

1. DATE  January 29, 2004	2. COUNTY NAME  SUFFOLK COUNTY
---------------------------------	--------------------------------------

3. THIS LEASE, made and entered into this day by and between County of Suffolk, Suffolk County Dept. of Planning,  
Division of Real Estate whose address is: H. Lee Dennison Bldg.  
100 Veterans Memorial Hwy  
P.O. Box 6100  
Hauppauge, NY 11788-0099  
and whose interest in the property hereinafter called the Lessor and the Farm Service Agency hereinafter called FSA.

4. WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

a. The Lessor hereby leases to FSA the following described premises: 2134 net usable square feet at  
423 Griffing Ave., Riverhead, NY 11901  
to be used for Office Space

b. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning  
04/01/04 through 03/31/09 subject to termination and renewal rights  
as may be hereinafter set forth.

c. The FSA shall pay the Lessor annual rent of \$ 39,479.00 1st Yr. at the rate of \$ 3,289.92 1st Yr.  
per month ( \$ 18.50 1st Yr. per square foot) in arrears. Rent for a lesser period shall be prorated. Rent checks shall be  
made payable to: County of Suffolk  
2% Annual Increase - See Exhibit 1 For Schedule of Rental Rates

d. The FSA may terminate this lease or decrease the amount of space at any time by giving at least 120  
days notice in writing to the Lessor and no rent shall accrue after the effective date of termination. Said notice shall be computed  
commencing with the day after the date of mailing.

e. This lease may be renewed at the option of the FSA for the following terms and at the following rentals :  
one 5-year option to renew for the term beginning April 1, 2009 through March 31, 2014

provided notice be given in writing to the Lessor at least 120 days before the end of the original lease term  
or any renewal terms; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall  
be computed commencing with the day after the date of mailing.

SLB

f. The Lessor shall furnish the FSA, as part of the rental consideration, the following:

This is a fully serviced lease, including janitorial service and supplies, building maintenance, grounds maintenance, and snow removal. The space will be fully maintained and altered per government requirements for occupancy by the government no later than April 1, 2004.

Maintenance and alteration will be in accordance with the provisions agreed to in the Solicitation For Offer (SFO), as modified.

g. The following are attached and made a part hereof:

(Solicitation For Offers (SFO))

CCC-79, Solicitation for Offers (SFO)

Correspondence from Teresa A. Allar, Sr. Review Appraiser dated 01/21/03.

Exhibit 1 - Schedule of Rental Rates

h. The following changes were made in this lease prior to its execution:

See correspondence from Teresa A. Allar, Sr. Review Appraiser dated 01/21/03.

5. IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the dates written above.

A. LESSOR COUNTY OF SUFFOLK Chief Deputy County Exec.	SIGNATURE <i>Paul Salaturoff</i>	DATE 3/30/2004
B. STATE OFFICE DESIGNEE George Walter Acting/Administrative Officer	SIGNATURE <i>George Walter</i>	DATE 2/15/04
C. COUNTY EXECUTIVE DIRECTOR Susan Pierzchanowski	SIGNATURE <i>Susan Pierzchanowski</i>	DATE 2/9/04

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-6984 (voice or TDD). USDA is an equal opportunity provider and employer.

SBP

LEASE FOR REAL PROPERTY

EXHIBIT 1 - SCHEDULE OF RENTAL RATES

SPACE LOCATION: USDA CORNELL COOPERATIVE EXTENSION SERVICE BUILDING  
243 GRIFFING AVE., RIVERHEAD, NY 11901

Years 1 - 5	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
USABLE OFFICE AREA	\$18.50	\$18.87	\$19.25	\$19.63	\$20.02
BASE RENT/SQUARE FOOT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COMMON AREA MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEANING/CUSTODIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DATA WIRING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECURITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$18.50	\$18.87	\$19.25	\$19.63	\$20.02
RENT/ANNUUM / 5 YEARS	\$39,479.00	\$40,269.00	\$41,074.00	\$41,895.00	\$42,733.00

2,134 Square Feet  
2% ANNUAL INCREASE  
INCLUDED IN RENT  
INCLUDED IN RENT  
INCLUDED IN RENT  
INCLUDED IN RENT/CAPPED @\$7000.  
INCLUDED IN RENT

5 Year Option - Years 6 - 10	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
USABLE OFFICE AREA	\$20.43	\$20.83	\$21.25	\$21.68	\$22.11
BASE RENT/SQUARE FOOT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COMMON AREA MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEANING/CUSTODIAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DATA WIRING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECURITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$20.43	\$20.83	\$21.25	\$21.68	\$22.11
RENT/ANNUUM / 10 YEARS	\$43,588.00	\$44,460.00	\$45,349.00	\$46,256.00	\$47,181.00

2,134 Square Feet  
2% ANNUAL INCREASE  
INCLUDED IN RENT  
INCLUDED IN RENT  
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INCLUDED IN RENT/CAPPED @\$7000.  
INCLUDED IN RENT

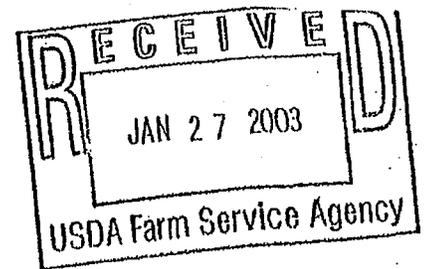
Landlord to share 2,100 sf of common area identified as conference and meeting rooms located on the 1st & 2nd Floors.

SBP

COUNTY OF SUFFOLK



ROBERT J. GAFFNEY  
SUFFOLK COUNTY EXECUTIVE



CHRISTINE D. COSTIGAN  
DIVISION DIRECTOR

January 21, 2003

DEPARTMENT OF PLANNING  
DIVISION OF REAL ESTATE

Susan Pierzchanowski  
County Executive Director  
U S Department of Agriculture  
209 East Main Street  
Riverhead, New York 11901

Re: Cornell Cooperative Extension

Dear Ms Pierzchanowski:

I am in receipt of your letter dated January 10, 2003. Please be advised that the square footage submitted in the SFO is incorrect. A recent recalculation of the space being offered is 2,088 S.F. not the 1,888 S.F. stated in the SFO. I would appreciate it, if you could correct your copy of the SFO accordingly.

As per your request for the sole use of the telephone closet, identified on the floor plan as room #134, I am please to inform you that Suffolk County is able to include this space in the offer. This space is 46 S.F. in size. Therefore, the total square footage offered to the USDA is revised to 2,134 S.F. Attached for your records is the revised copy of the spreadsheet analysis of the proposed lease space.

With regard to Sections 6.8 and 6.9; "AS IS" Landlord shall perform work/improvements, the cost of which shall not exceed \$7,000, please be advised that the scope of work includes furnishing and installing the necessary materials and labor for the complete installation of data rack removed and relocated.

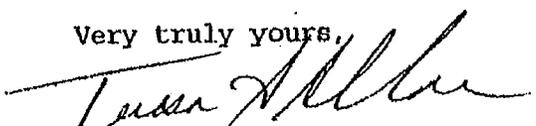
This includes:

1. Remove and relocate data rack from existing location to the new closet room #114. Attach back to floor.
2. Furnish and install new data blocks on back at closet room #114.
3. Furnish and install new data cables for rooms #130, #133, #137 and #138, approximately forty (40) cables to new location room #114.

This estimate of work to be performed is \$7,000. Any additional cost over and above said cost will be the responsibility of the USDA.

I hope this information satisfies your questions and if you have any other concerns please do not hesitate to contact me.

Very truly yours,

  
Teresa A. Allar  
Senior Review Appraiser  
(516) 853-5947

TAA:ddr  
20

ARP

SRP

USDA - CORNELL COOPERATIVE EXTENTION  
243 GRIFFING AVE., RIVERHEAD 11901

USABLE OFFICE AREA	2,134 SF	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
BASE RENT/SQUARE FOOT		\$18.50	\$18.87	\$19.25	\$19.63	\$20.02	\$20.43	\$20.83	\$21.25	\$21.68	\$22.11
CAM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2% ANNUAL INCREASE included in rent		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CLEANING / CUSTODIAL included in rent		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
UTILITIES included in rent		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DATA WIRING included in rent/CAPPED @ \$7,000		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECURITY included in rent		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$18.50	\$18.87	\$19.25	\$19.63	\$20.02	\$20.43	\$20.83	\$21.25	\$21.68	\$22.11
RENT/ANNUM / 5 YEARS	\$205,450	\$39,479	\$40,269	\$41,074	\$41,895	\$42,733	\$43,588	\$44,460	\$45,349	\$46,256	\$47,181
RENT/ANNUM / 10 YEARS	\$432,284										

Landlord to share 2,100sf of common area identified as conference and meeting rooms located on the 1st & 2nd floors

Lessors  Government SRP

This form is available electronically.

CCC-79  
(08-01-02)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation  
SOLICITATION FOR OFFERS (SFO)

COPY

THE USDA FARM SERVICE AGENCY HAS A REQUIREMENT TO LEASE  
NET USABLE SQUARE FEET OF OFFICE AND RELATED

OFFICE SPACE

2,049-2134 S.F.P.

SPACE IN

(CITY)

RIVERHEAD

(STATE)

NEW YORK

SUFFOLK COUNTY



Teresa A. Allar  
Senior Review Appraiser  
Appraisal Review Unit Supervisor  
DEPARTMENT OF PLANNING  
DIVISION OF REAL ESTATE

H. LEE DENNISON BUILDING, 2ND FLOOR  
100 VETERANS MEMORIAL HIGHWAY, P.O. BOX 6100  
HAUPPAUSE, NEW YORK 11788-0099  
PHONE: (631) 853-5947 FAX: (631) 853-5905  
e-mail: teresa.allar@co.suffolk.ny.us

Signature of County Executive Director (CED)

Award Date

*Susan Puzichanowski*

12/03/2003

LESSOR

*[Signature]*

Government

*ABP*

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 321W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

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1.0 SUMMARY

<p>1.1 AMOUNT AND TYPE OF SPACE</p> <p>* SEE ATTACHED</p>	<p>The County Office Committee (COC), is interested in leasing <u>2,049</u> net usable square feet, of quality office, shop/warehouse, and related space in a new or existing building of sound and substantial construction and shall conform or be capable of being altered to conform with the requirements, terms, and provisions set forth in this Solicitation for Offers (SFO):</p>
<p>1.2 LOCATION</p>	<p>The area considered must be within an area bounded on the North by <u>ROUTE 58</u>; on the East by <u>ROUTE 105</u>; on the South by <u>ROUTE 24</u>; on the West by <u>MILL ROAD</u>. This space must have easy access to primary roads. (Refer to Area Map)</p>
<p>1.3 LEASE TERM/TERMINATION</p>	<p><u>5</u>-year initial term lease and <u>1</u> 5-year renewal periods. The government may terminate the lease in whole or in part at any time by giving at least 120 days notice in writing, to the Lessor and no rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of mailing.</p>
<p>1.4 OFFER DUE DATE</p>	<p>Offers will be received by close of business local time, <u>DECEMBER 20</u> (month and day) <u>2002</u> (year). There will be no public opening and all offers received will be kept strictly confidential until a contract has been awarded.</p>
<p>1.5 OCCUPANCY DATE</p>	<p>The space is required to be ready for occupancy by <u>APRIL 1</u> (month and day), <u>2003</u> (year). If offeror proposes possession other than the required date, the COC shall determine if the proposed possession date will reasonably fulfill the government's needs. The government reserves the right to negotiate the possession date with any offeror and to reject any offer which proposes a delivery date which will not meet the government's needs.</p>
<p>1.6 SPACE INFORMATION</p> <p>* SEE ATTACHED</p>	<p>(See Form on page 31) Lessor shall provide <u>11</u> on-site paved parking spaces in a lot under the control of the lessor.</p>
<p>1.7 PLANS AND SPECIFICATIONS</p>	<p>Required attachment to all offers:</p> <p>A. One copy of a schematic floor plan, preferably drawn to a scale of 1/8 or 1/4 inch to the foot, indicating the space offered and showing the location of all existing windows, structural features, and mechanical equipment. Alterations or other work planned for the purpose of meeting solicitation specification must be clearly shown on the plans and/or explained in an attached narrative statement.</p> <p>B. When new construction is proposed, one copy of a plan drawn to scale and an elevation drawing(s), showing all existing or proposed improvements and landscaping.</p>

\* SEE ATTACHED RIDER TO SFO

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1.8 HOW TO OFFER

Offers are to be submitted to:

USDA SERVICE CENTER OF SUFFOLK COUNTY

209 EAST MAIN ST., RIVERHEAD, NY 11901

ATTENTION: SUSAN PIERZCHANOWSKI, CED

A. Submit the following as your offer:

- (1) This SFO;
- (2) Completed "Proposal to Lease Space" (See Page 27.)
- (3) 3 complete sets of one-eighth inch (preferred) or larger scale plans that clearly illustrate the space being offered. All architectural features of the space must be accurately shown in the form of elevations and wall sections which define the relationships of all required spaces and construction systems and finish materials. **IF CONVERSION OR RENOVATION OF THE BUILDING IS PLANNED, ALTERATIONS TO MEET THIS SOLICITATION MUST BE INDICATED.** If requested, more informative plans, specifications, or other information must be provided within 5 working days. Site plan showing placement of building on site, proposed parking required, and landscape plan is required.
- (4) Any other information deemed appropriate in order for the government to perform a complete and adequate analysis of the offeror's property. The following information may also be requested by the government, and in such circumstances must be submitted by the offeror within 5 working days or less;
  - (a) Satisfactory evidence of a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized financial officer and at a minimum must state: Amount of loan; term in years; annual percentage rate; length of loan commitment.
  - (b) Evidence of ownership or control of site (i.e., deed, partnership agreement, corporate resolution, etc.)
  - (c) Other information as deemed appropriate by the offeror or as requested by the government

B. Submission of Offers

- (1) Offers and modifications thereof shall be submitted in sealed envelopes or packages:
  - (a) addressed to the office specified in the solicitation
  - (b) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- (2) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- (3) Facsimile offers, modifications, or withdrawals will be considered. FAX bids
  - will
  - will not be accepted.
- (4) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be:
  - (a) submitted at no expense to the government
  - (b) returned at the sender's request and expense, unless they are destroyed during pre-award testing.

**1.8 HOW TO OFFER,**  
*continued*

**C. Amendments to Solicitations**

- (1) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (2) Offerors shall acknowledge receipt of any amendments to this solicitation by one of the following methods:
  - (a) signing and returning the amendment
  - (b) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer
  - (c) by letter or telegram
  - (d) facsimile, if facsimile offers are authorized in the solicitation. The government must receive the acknowledgment by the time specified for receipt of offers.

**D. Failure to Submit Offer**

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**E. Cost associated with submission of offers.**

This solicitation does not commit the government to pay any costs incurred in the submission of offers or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services or supplies. Further, no costs incurred at the offeror's expense may later be charged to any resulting contract.

**F. Deviations**

Offers will be considered to be in full and complete compliance with this solicitation unless the offeror describes any deviation in the offer. Decisions regarding deviations which cause the offer to be technically unacceptable will be made by the government.

**G. Late Offers**

Any offer or modification of an offer that is received after the exact time specified for receipt of "best and final" offers will not be considered unless it is received before award is made, and one of the following conditions exists:

- (1) It was sent registered or certified mail not later than 5 days prior to the date specified for receipt of offers.
- (2) It was sent by mail (or telegram if authorized) and it was determined by the government that the late receipt was due solely to mishandling by the government after receipt at the government installation; or
- (3) It is the only offer received.

**H. Opening of Offers**

There will be no public opening. All offers will be kept strictly confidential until a lease has been awarded.

**I. Rejection of Offers**

The government reserves the right to reject any or all offers received, when in the government's best interest.

**J. Negotiations**

The government will negotiate for the rental rate for the initial term and any renewal period. Offers will be reduced to an annual square foot rate. Price evaluation will be made on the basis of the annual square foot cost plus any estimated cost for any escalation provided.

LESSOR

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**2.0 LEASE AWARD FACTORS**

<p><b>2.1 EVALUATION OF OFFERS</b></p>	<p>Farm Service Agency intends to award a lease resulting from this SFO to the responsible offeror whose proposal earns the highest score after evaluation in accordance with the factors in the SFO. Price and technical factors will receive equal weight in the evaluation.</p>
<p><b>2.2 COST EVALUATION</b></p>	<p>Evaluation of offers will be on the basis of the total annual price per square foot including any renewal periods.</p> <p>Negotiations will be conducted to obtain the most reasonable rental offer possible for the lease including any renewal period. However, for purposes of determining the lowest offer as to price, only offers which meet the requirements of this solicitation will be considered and evaluated. Offers are requested on or shall be reduced to an annual price per square foot rate for the amount of space offered and not on an overall yearly or monthly rate.</p>
<p><b>2.3 TECHNICAL EVALUATION</b></p>	<p>In evaluating which offer will be most advantageous to the government, the government shall consider the following award factors in addition to the proposed rental costs and conformity of the space offered to the specified requirements. Price and technical factors will receive equal weight in the evaluation (50 percent each). The award factors are listed in order of importance with the first two award factors being most important.</p> <ul style="list-style-type: none"> <li>A. <u>Accessibility/Location</u> - based on the proposed space's proximity to the center of producer activity, accessibility to primary, hard-surfaced roads, and the suitability of the location for a County Office (12 percent of evaluation).</li> <li>B. <u>Quality/Physical Characteristics</u> - based on the suitability of the proposed space for a County Office considering quality of building design, materials, maintenance, and grounds maintenance. Consideration will be given to the age and physical condition of the building, the appearance of the surrounding neighborhood, the compatibility of other uses of the building and the compatibility of the image of these uses with the government's intended use. Quality of other tenants will be considered, as will offered improvements or building characteristics which exceed the solicitation's requirements (12 percent of evaluation).</li> <li>C. <u>Layout Compatibility</u> - based on the potential of the proposed space to produce a quality layout to house a County Office's furniture, equipment, and employees (8 percent of evaluation).</li> <li>D. <u>Parking</u> - based on the number, quality, location, and maintenance of parking spaces (5 percent of evaluation).</li> <li>E. <u>Safety</u> - based on safety characteristics of the proposed space such as fire safety, structural safety of the building, presence of environmental contaminants, and other safety related factors that affect employees and visitors (5 percent of evaluation). NOTE: A significant safety hazard may make an offer nonresponsive.</li> <li>F. <u>First Floor Space</u> - offers other than first floor space will receive 0 points for this item (2 percent of evaluation).</li> <li>G. <u>Fixed Rate, Fully Serviced Lease</u> - preference shall be given to offers for a fixed rate, fully serviced lease (3 percent of evaluation). Offers for other than a fixed rate, fully serviced lease shall receive 0 points for this item.</li> <li>H. <u>Proximity of Eating Facilities</u> - based on the proximity of the proposed space to eating facilities for employees and visitors (2 percent of evaluation).</li> <li>I. <u>Energy Conservation</u>, facilities classified as energy efficient, using alternate energy sources, for example; solar, wind, geothermal, and biomass (1 percent of evaluation).</li> </ul>

LESSOR  GOVERNMENT 

CCC-79 (02-04-00)

<p>2.4 HISTORIC PREFERENCE</p>	<p>Preference will be given to offers of space in buildings on, or formally listed as, eligible for inclusion in the National Register of Historic Places, and to historically significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:</p> <p>A. the offer for space meets the terms and conditions of this solicitation as well as any other offer received, including disabled accessibility requirements. (It is within the discretion of the government to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.)</p> <p>B. the rental is no more than 10 percent higher, on a total annual square foot (rentable area) cost to the government, than the lowest priced otherwise acceptable offer.</p> <p>If more than one offer of a historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.</p>
<p>2.5 AWARD</p> <p>* SEE ATTACHED</p>	<p>After conclusion of negotiations, the government will require the offeror selected for award to execute the proposed lease prepared by the government which reflects the proposed agreement of the parties. The proposed lease shall consist of:</p> <p>A. CCC-2, Lease for Real Property AS MAY BE MODIFIED</p> <p>B. the pertinent provisions of the offer</p> <p>C. the pertinent provisions of the SFO.</p> <p>The acceptance of the offer and award of the lease occurs upon written notification, or execution of the lease by the government.</p>
<p>2.6 LEASE FOR REAL PROPERTY- FORM CCC-2</p> <p>* SEE ATTACHED</p>	<p>This form will be prepared by the government. The successful offeror must execute form CCC-2, Lease for Real Property. , AS MAY BE MOFIFIED</p> <p>A. When the Lessor is a partnership, the names of the partners composing the firm must be stated in the body of the lease. The lease must be signed with the partnership name, followed by the name of the partner signing the lease.</p> <p>B. Where the Lessor is a corporation, the lease must be signed with the corporate name, followed by the signature and title of the officer or other authorized person signing the lease on its behalf, duly attested, and, if requested by the government, evidence of this authority so to act must be furnished.</p> <p>C. When deletions or other alterations are made, specific notation thereof must be entered under Clause 8 of the lease before signing.</p> <p>Within 15 calendar days after award, the successful offeror/lessor shall provide to the government evidence of a firm commitment of funds in an amount sufficient to perform the work required under this leasehold agreement.</p>

\* SEE ATTACHED RIDER TO SFO

LESSOR FAA GOVERNMENT SRP

**3.0 LEASE ADMINISTRATION PROVISIONS**

<p><b>3.1 ALTERATIONS</b></p> <p><b>* SEE ATTACHED</b></p>	<p>USDA shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions, or structures so placed in, on, upon, or attached to the said premises shall be, and remain the property of, USDA and may be removed or otherwise disposed of by USDA. If the lease contemplates that USDA is the sole occupant of the building, for purposes of this clause, the premises include the land on which the building is sited and the building itself.</p> <p>Otherwise, USDA shall have the right to tie into or make any physical connection with any structure located on the property necessary for appropriate utilization of the leased space.</p>
<p><b>3.2 RENTABLE SPACE</b></p>	<p>Note that all service center office space is to be measured as rentable space. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by community or by building within the same community. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitorial rooms, telephone closets, electrical closets, and mechanical rooms. The rental space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts. Rentable space is defined in terms of rentable square feet.</p>
<p><b>3.3 CHANGES</b></p>	<p>The government may make changes within the scope of this solicitation by a written order. Such changes include correcting problems arising from on-site conditions and/or a better definition of requirements. If a change causes an increase or decrease in the cost of or the time required for, work performance, an equitable adjustment shall be made by lump sum payment, change in the rental rate, or revision of the delivery schedule. Failure to agree to any adjustment shall be a dispute over facts under the disputes clause. However, nothing in that clause shall excuse the lessor from proceeding with the solicitation as changed.</p>
<p><b>3.4 DELIVERY AND PAYMENT OF RENT</b></p>	<p>When space is offered and accepted, the space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space which is in excess of the maximum square footage solicited. If delivered space contains less than the minimum square footage, USDA may cancel the lease and exercise its legal rights, including charging the lessor and its surety the increased cost of providing replacement space.</p> <p>Unless USDA elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. USDA reserves the right to determine when the space is ready to occupy. If USDA elects to occupy the space in partial increments, rent will accrue or be paid on a pro rata basis.</p>
<p><b>3.5 VENDING FACILITIES</b></p> <p><b>* SEE ATTACHED</b></p>	<p>The government has the right to install and have operated by others whom it may designate, vending stands, and/or vending machines, within the confines of the space leased, if any such installations are deemed by the government to be necessary. If and when it is determined by the government that a requirement exists, negotiations will be entered into with the offeror to arrive at a mutually acceptable amount to be added to the rent to cover any additional mechanical, electrical, and plumbing facilities, and any necessary extra utilities.</p>
<p><b>3.6 DEFAULT AND DELIVERY</b></p>	<p>If the lessor fails to deliver the leased premises ready for occupancy by USDA within the time required by the lease agreement, or any extension of the specified time, or if the lessor fails to complete the work within such time, USDA may, by written notice to the lessor, terminate the lease agreement. Regardless of whether the lease is terminated, the lessor shall be liable for any damages to USDA resulting from a failure to deliver the premises ready for occupancy within the specified time. In case of failure on the part of the lessor to complete the work within the time fixed in the lease contract or letter of award, the lessor shall pay USDA fixed, agreed, liquidated damages pursuant to this provision, the sum of \$ 100.00 for each and every day delivery of the space is delayed beyond the date specified for occupancy by USDA. The lease shall not be terminated nor the lessor charged with resulting damages if: (a) the delay arises from unforeseeable causes beyond the control of the lessor, the lessor's contractors, the lessor's subcontractors, and the lessor's suppliers; and (b) the lessor notifies the government, in writing, of any delay at least 30 days prior to the scheduled delivery date. The government shall ascertain the facts, determine the extent of the delay, and grant extensions as justified. The findings and determination shall be final and conclusive.</p>

\* SEE ATTACHED RIDER TO SFO

LESSOR FA GOVERNMENT SBP

<p>3.7 PROPOSALS FOR ADJUSTMENT</p> <p>* SEE ATTACHED</p>	<p>A. The government may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease.</p> <p>B. If the government makes a change within the general scope of the lease, the lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed.</p>
<p>3.8 DISPLAY ADVERTISING</p>	<p>If the leased premises are solely for USDA's use, no advertising matter shall be constructed on or over the premises, unless authorized by the government.</p>
<p>3.9 LESSOR'S SUCCESSORS</p>	<p>The terms and provisions of this lease and the conditions herein, bind the lessor and the lessor's heirs, executors, administrators, successors, and assigns.</p>
<p>3.10 ADJUSTMENT FOR VACANCY</p>	<p>If the government fails to occupy any portion of the leased premises or vacates the premises in whole or in part, the total rental cost shall be reduced accordingly.</p> <p>Said reduction shall occur after the government gives 60 days prior notice to the Lessor.</p>
<p>3.11 ZONING</p>	<p>Prior to award under this solicitation, offerors may be required to furnish evidence that their property is zoned in conformance with the government's intended use. Such evidence must be furnished within 5 days from the date of the government's written request. Failure to provide satisfactory evidence will automatically make the offer nonresponsive. Moreover, if rezoning or zoning variance is necessary for the proposed use of the property, the bidder must furnish evidence that such rezoning or variance would be authorized even if the government, as such, were not involved. If specifically requested in writing by the government, two copies of outline plans and specifications containing more detailed information must be furnished within 10 days of the request.</p>
<p>3.12 SITE</p>	<p>All offers must clearly identify the locations of the property. Proposals which do not identify the property may not be considered.</p>
<p>3.13 CONSTRUCTION SCHEDULE</p>	<p>A. Within <u>15</u> days after award of the lease contract, the successful offeror shall submit to the government a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the government's required occupancy date (see paragraph 1.5 entitled "Occupancy Date"). The finalized schedule is to be submitted no later than <u>30</u> days after award.</p> <p>B. The schedule is to include timing for completion of design and construction milestones, including, but not limited to, (a) submittal of preliminary plans and specifications, (b) submittal of other working drawings, (c) issuance of a building permit, (d) completed construction documents, (e) start of construction, (f) completion of principal categories of work, (g) phased completion, and availability for occupancy of each portion of the government space (by floor, block, or other appropriate category), and (h) final construction completion.</p>
<p>3.14 PROGRESS REPORT</p>	<p>The government may request, beginning at the point of award and ending with the government's acceptance of the finished space, written progress reports at intervals of 14 calendar days. The reports shall include the current status of the project schedule, the percentage of work completed by phase and trade, a statement of expected completion and occupancy date (with details for each phase of construction), changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc. In addition, at the government's discretion, the Lessor shall conduct biweekly meetings to brief government personnel and/or contractors regarding the progress of design and construction of the government's leased space. Such meetings shall be held at a location to be designated by the government.</p>
<p>3.15 CERTIFICATE OF OCCUPANCY</p>	<p>All construction work required to provide occupancy for the government shall comply with permit requirements of the authority(ies) having jurisdiction. Required permits shall be secured by the Lessor. Certification of completion and acceptance or certificate of occupancy of the authority(ies) having jurisdiction, shall be submitted to the government prior to acceptance by the government.</p>
<p>3.16 EMPLOYMENT OF ILLEGAL ALIENS</p>	<p>Each employee of the lessor, or the lessor's contractors shall be a U.S. citizen, or an alien who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card, Form I-151, or an alien who furnishes acceptable evidence from the Immigration and Naturalization Services that employment will not affect the alien's immigration status.</p>
<p>3.17 FLOOD PLAIN LOCATION</p>	<p>In accordance with (Executive Order Number 11988) the building shall not be located in a 100-year flood plain. The 100-year flood plain determination is made by the Federal Emergency Management Agency and shown on flood insurance rate maps or amendments.</p>

\* SEE ATTACHED RIDER TO SFO

LESSOR FA GOVERNMENT SRP

<p>3.18 SUBLETTING THE PREMISES * SEE ATTACHED</p>	<p>The government may sublet any part of the premises, but shall not be relieved from any obligations under this lease by reason of any such subletting.</p>
<p>3.19 DAMAGE BY FIRE OR OTHER CASUALTY</p>	<p>If the said premises be totally destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the government, the government may terminate the lease by giving written notice to the lessor within fifteen (15) days thereafter. If so terminated, no rent shall accrue to the lessor after such partial destruction or damage, and if not so terminated, the rent shall be reduced proportionately by supplemental agreement hereto, effective from the date of such partial destruction or damage.</p>
<p>3.20 FAILURE IN PERFORMANCE * SEE ATTACHED</p>	<p>In the event of failure by the lessor to provide any service, utility, maintenance, or repairs required under this lease, the government shall have the right to secure said services, utilities, maintenance, or repairs and to deduct the cost thereof from rental payments. Alternately, the government may reduce rental payments by the corresponding value of the requirement not performed.</p>
<p>3.21 DEFAULT BY LESSOR DURING THE TERM  * SEE ATTACHED</p>	<p>Each of the following constitute a default by Lessor under this lease:</p> <ul style="list-style-type: none"> <li>A. Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.</li> <li>B. Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.</li> <li>C. If a default occurs, the government may, by notice to Lessor, terminate this lease for default and if so terminated, the government shall be entitled to the damages specified in the Default in Delivery-Time Extensions Clause.</li> </ul>
<p>3.22 PAYMENT OF RENT</p>	<ul style="list-style-type: none"> <li>A. <u>Interest on Overdue Payments</u>  <ul style="list-style-type: none"> <li>(1) The Prompt Payment Act, Public Law 97-177 (96 Stat 85, 31 U.S.C. 1801), is applicable to payments under this lease and requires the payments to contractors of interest on overdue payments and improperly taken discounts.</li> <li>(2) Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.</li> </ul> </li> <li>B. <u>Payments</u>                      The initial monthly payment under this lease shall become due on first workday of the month following the month in which the occupancy of space is effective. Subsequent rent shall be paid in arrears and will be due on the first workday of each successive month.</li> <li>C. <u>Appropriations</u>                      Nothing in this lease shall be construed as obligating government to expand, or as involving the government in any obligation for the future payment of money in excess of appropriations authorized by law.</li> </ul>
<p>3.23 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL</p>	<p>The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract.</p> <p>The Contractor agrees to include in first tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, paper, or other records involving transactions related to the subcontract.</p> <p>The periods of access and examination for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs authorized which a representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.</p>

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**4.0 GENERAL ARCHITECTURAL**

<p><b>4.1 QUALITY AND APPEARANCE OF BUILDING</b></p>	<p>The space offered should be located in an office building with facade of permanent materials in good condition acceptable to the government. The building should be compatible with its surroundings. Overall, the building should project a professional and aesthetically pleasing appearance including an attractive front and entranceway. The building should have glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. If not in a new or modern office building, the space offered should be in a building that has undergone, or will complete by occupancy, restoration or adaptive reuse for office space with modern conveniences which meets all of the current codes. If the restoration work is underway or proposed, then architectural plans acceptable to the government must be submitted as part of the offer. All construction and operation in new or existing buildings must be in accordance with the latest edition of the following codes and standards as applicable or local building and health codes that may be more stringent than those codes listed below:</p> <ol style="list-style-type: none"> <li>(1) Uniform Building Code (UBC)</li> <li>(2) Uniform Mechanical Code (UMC)</li> <li>(3) Uniform Plumbing Code (UPC)</li> <li>(4) National Electrical Code (NEC)</li> <li>(5) National Fire Codes by National Fire Protection Association (NFPA)</li> <li>(6) Southern Building Codes (SBC)</li> <li>(7) Building Officials &amp; Code Administrators International, Inc. (BOCA)</li> <li>(8) Americans with Disabilities Accessibility Guidelines for Buildings and Facilities (ADAAG)</li> <li>(9) Federal Fire Safety Act of 1992</li> <li>(10) Occupational Safety and Health Administration (OSHA).</li> <li>(11) California Code of Regulations (Title 24.8).</li> <li>(12) Uniform Fire Code.</li> </ol>
<p><b>4.2 WORK PERFORMANCE</b></p>	<p>All work must be done by mechanics or people skilled in their respective trades, and must be done in a workmanlike manner, present a good finished appearance, and be acceptable to the government.</p>
<p><b>4.3 BUILDING SYSTEMS CERTIFICATION</b></p>	<p>The Lessor shall furnish, at no cost, a certification by a registered professional engineer(s) and/or architect, or the local building authority, that the building and its systems, as designed and constructed, will satisfy the requirements of this lease.</p>

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<p>4.4 ACCESSIBILITY FOR THE DISABLED</p>	<p>To be considered for award, the offered site and/or building(s) must comply with the standards for new construction set forth by 28 CFR Part 36, including Appendix A, The Americans with Disability Act Accessibility Guideline (ADAAG), and any local and state codes. If the standards and guidelines conflict, follow the more stringent code requirements.</p> <p>A. <u>Access/Entrances.</u> Access for wheel chairs shall be provided from the streets, sidewalk or parking (if provided) to every reasonable subdivision of space where a physically disabled person may visit or work. At least one main entrance shall be accessible. If power operated entrance doors are provided, they shall comply with ANSI 156.10 (1979).</p> <p>B. <u>Drinking Fountains.</u> Water fountains shall be accessible to and usable by the physically disabled. They shall have an up front spout and control which is located no higher than 36 inches above the finished floor. Controls shall be hand or hand and foot operated.</p> <p>C. <u>Restrooms.</u> All public toilet rooms must have accessible fixtures, accessories, doors and adequate maneuvering clearance. The interior of toilet rooms, having more than one stall, shall allow an unobstructed floor space of 5 feet in diameter, measured 12 inches above the floor.</p> <p>D. <u>Switches.</u> Switches and controls for lighting, heat, fire alarms, and all similar controls of frequent or essential use shall be placed no higher than 54 inches from the floor with 48 inches preferred. Switches shall be placed on columns or walls by door openings.</p> <p>E. <u>Interior Doors.</u> Doors must be at least 36 inches with a minimum opening of 32 inches and of sturdy construction. They shall be operable by a single effort.</p> <p>F. <u>Parking.</u> The parking space closest to the building should be designated for use by the physically disabled. These spaces shall be at least 8 feet wide with a 5-foot wide access aisle to walks and ramps. Two spaces may share a common aisle. These spaces should be designed so the disabled are not compelled to wheel or walk behind parked cars. If necessary, curb cuts or ramps shall be provided.</p>
<p>4.5 FLOOR PLANS AFTER OCCUPANCY</p> <p>* SEE ATTACHED</p>	<p>Within 40 calendar days after occupancy, two copies of (one-eighth/one-fourth) inch per foot as-built full floor plans and AutoCAD or DXF format diskette, if available, showing the space under lease as well as corridors, stairways, and core areas must be provided by the Lessor to the government. Also submit two copies of the site plan at a minimum scale of one inch= (20/40) feet consistent with the above requirements.</p>
<p>4.6 PARKING</p> <p>* SEE ATTACHED</p>	<p>Offerors must make available for government employees the number of parking spaces specified in (<i>Parking Requirements</i>) or that prescribed for the building by zoning regulations in effect as of the date of this solicitation (<i>whichever is greater</i>), based on the percentage of the total amount of space in the building occupied by the government. On-site parking or parking within a specified distance from the building is required.</p> <p>All parking areas will be paved and have dusk-to-dawn security lighting. The offeror shall furnish parking to meet local codes, at no additional cost to the government. All parking will afford 24-hour access and egress, 7 days a week. The parking areas shall consist of an all-weather hard surface.</p> <p>Concrete curb and gutter shall be provided around the perimeter of the parking area to control drainage. No water will be allowed to collect and stand at any point in the parking areas. Concrete sidewalks shall be provided from the parking areas to the building entrance(s). They shall be convenient and meet all accessibility requirements.</p>

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<p>4.7 DESIGN FOR ENERGY CONSERVATION</p>	<p>The required space must be delivered in a building(s) which is designed and constructed in accordance with the requirements of this solicitation and which meets all requirements of the latest edition of ASHRAE (The American Society of Heating, Refrigerating, and Air-Conditioning Engineers, Inc.) "Energy Conservation in New Building Design, including ASHRAE 90A, 90B, and 90C."</p> <p>Energy conservation measures exceeding the minimum requirements of the ASHRAE standards are encouraged, provided a life-cycle cost analysis performed in accordance with the National Bureau of Standards Handbook 135 or other generally recognized method shows a favorable savings to investment ratio.</p>
<p>4.8 LANDSCAPING *</p>	<p><del>The government shall approve the landscaping plan.</del></p>
<p>4.9 FACILITY IDENTIFICATION</p>	<p>If the Farm Service Agency is to be the sole occupant of the building, a suitable area (minimum of 12' x 5') (3.66m x 1.52m) must be provided for a sign in front of the building. The area must be adjacent to and perpendicular to the street or highway in front of the office and must provide a light fixture to illuminate sign--fixture provided at sign location. Also, location must be such that the sign is visible from both directions of traffic.</p>
<p>5.0 ARCHITECTURAL FINISHES * SEE ATTACHED</p>	
<p>5.1 LAYOUT AND FINISHES * AS IS</p>	<p>All required finish selection samples must be provided within <u>15</u> days of the request for such by the government. The government will deliver layout drawings and necessary finish selections to the Lessor within <u>15</u> days after award or after receipt of plans and samples, whichever is later.</p>
<p>5.2 CEILINGS *  AS IS</p>	<p>Ceilings must be at least 8'0" (2.44 m) and no more than 11'0" (3.35 m) measured from floor to the lowest obstruction. Areas with raised flooring must maintain these ceiling height limitations above the finished raised flooring. Variations to height must be approved by the government. The ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum Sound Transmission Class of 40 throughout the government occupied space. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.</p> <p>Ceilings must be a flat plane in each room and suspended with fluorescent recessed fixtures and finished as follows unless an alternate finish is approved by the government.</p> <ul style="list-style-type: none"> <li>A. Restrooms: plaster or painted and taped gypsum board.</li> <li>B. Offices and Conference Rooms: mineral and acoustical tile or lay in panels with textured or patterned surface and regular edges or equivalent quality to be approved by the government.</li> <li>C. Corridors and Eating/Galley Areas: plaster or painted and taped gypsum board or mineral acoustical tile.</li> </ul>
<p>5.3 PAINTING *  AS IS</p>	<p>Prior to occupancy, all surfaces designated by the government for painting must be newly painted in colors acceptable to the government. All painted surfaces, including any partitioning installed by the government or Lessor after government occupancy, must be repainted after working hours at Lessor expense, at least every 5 years. Public areas must be painted at least every 3 years. This includes moving and return of furniture (at the Lessor's expense). Lead-based paint in existing buildings must be abated.</p>
<p>5.4 DOORS: EXTERIOR *  AS IS</p>	<p>Exterior doors must be heavy duty, full flush, hollow steel construction, solid core wood, or insulated tempered glass. Wood doors shall be at least 1.75 inches (4.45 cm) thick. Exterior doors shall be weather-tight, equipped with automatic door closures, and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.</p>
<p>5.5 DOORS: INTERIOR *  AS IS</p>	<p>Doors must have a minimum opening of 36 inches (91 cm) by 80 inches (203 cm). Doors must be solid core, 1.75 inches (4.45 cm) thick, as approved by the government. They shall be operable by a single effort and must be in accordance with applicable building code requirements.</p>
<p>5.6 DOORS: HARDWARE *  AS IS</p>	<p>All door hardware shall meet the applicable building code and ADAAG requirements. Exit doors must be equipped with kick plates and panic hardware. All locks must be master keyed. The government must be furnished at least two master keys and two keys for each lock.</p>
<p>5.7 DOORS: AS IS IDENTIFICATION *</p>	<p>Provide door identification as required by ADAAG and/or local ordinances. Permission to install door identification in all other areas by the government is required.</p>

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<p>5.8 PARTITIONS *</p> <p>AS IS</p>	<p>Partitions shall be provided as follows: Permanent partitions (<i>structural ceiling to structural floor</i>) shall be provided as necessary to surround stairs, corridors, elevator shafts, toilet rooms, janitor closets, and those areas otherwise required by law or building code.</p> <p>Subdividing partitions (<i>finished ceiling to finished floor</i>) must be provided as specified in (<i>Special Requirements</i>) of this SFO.</p> <p>Partition requirements may be met with existing partitions if they meet the required codes, standards, and the government layout. Heating, ventilation, and air conditioning systems (<i>HVAC</i>) balancing must be accomplished after installation of partitions.</p>
<p>5.9 FLOOR COVERING AND PERIMETERS *</p> <p>AS IS</p>	<p>Floor covering shall be carpet, except as otherwise specified in this SFO. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Any exceptions must be approved by the government.</p> <p>A. Floor covering. When floor coverings must be newly installed or changed, samples must be approved in advance by the government.</p> <p>B. Concrete floor. Garage/shop areas with concrete floors must be sealed with at least two coats of clear sealer.</p> <p>C. Resilient flooring. Storage areas, vestibules, computer room, food service room, and the telephone room must be covered with vinyl or similar floor covering. Sample must be approved by the government.</p> <p>D. Ceramic tile. Terrazzo and unglazed tile and/or quarry tile must be used in all toilet and service areas unless another covering is approved by the government.</p> <p>E. Carpet. Carpet must cover balance of the space. If the carpet will be newly installed, carpeting must be of a quality which is customary to the industry of first class, anti-static office carpet with a manufacturer's warranted life expectancy of 10 years and meet ADAAG requirements. The use of existing carpet may be approved by the government; and the carpet must be cleaned before occupancy.</p> <p>Lessor will be responsible for floor covering replacement as required throughout the term of the lease, when required by the government for reasons related to serviceability, safety, or appearance. This includes moving and return of furniture.</p>
<p>5.10 ACOUSTICAL REQUIREMENTS *</p> <p>AS IS</p>	<p>Interior walls surrounding restrooms, mechanical spaces, conference rooms, and meeting rooms shall have an STC rating of 45 or greater.</p> <p>Any special acoustical requirements shall be addressed in (<i>Special Requirements</i>).</p>
<p>5.11 WALL COVERINGS *</p> <p>AS IS</p>	<p>Wall coverings shall be certified to comply with flame spread requirements of the applicable code(s).</p>
<p>5.12 WINDOW TREATMENT *</p> <p>AS IS</p>	<p>All exterior windows shall be equipped with interior window treatment commensurate with the building design and decor. The treatment must be of standard or better quality, meeting or exceeding safety standards, and installed per manufacturer's instructions and generally accepted building standards.</p> <p>The use of existing window treatment must be approved by the government.</p>
<p>5.13 FLAGPOLE *</p> <p>AS IS</p>	<p>If the government is the sole occupant, an exterior flagpole shall be provided at a location to be approved by the government. The flagpole shall extend a minimum of 30 feet (9.14 m) above the ground. The flag will be provided by the government. Lessor shall provide a spotlight on the flag to be switch and photocell controlled.</p>

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**6.0 MECHANICAL, ELECTRICAL, PLUMBING**

<p>6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL</p>	<p>The Lessor shall provide, operate; and maintain all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.</p>
<p>6.2 DRINKING FOUNTAINS* AS IS</p>	<p>*Chilled drinking water shall be provided at convenient locations so that a person need not go more than 100 feet to reach the fountain. A minimum of one fountain which is accessible to disabled individuals shall be provided on each floor of office space occupied by the government.</p>
<p>6.3 RESTROOMS *  AS IS</p>	<p>Separate toilet facilities for men and women shall be provided on each floor occupied by the government in the building. The facilities must be located so that employees will not be required to travel more than 150 feet (45.72m) on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot and cold water. Water closets and urinals shall not be visible when the exterior door is open. For lavatory use, the domestic hot water equipment shall be automatically controlled and shall have sufficient capacity to deliver 105 degree Fahrenheit (40.6 C) water for each hot water faucet at the point of use. Each main toilet room shall contain the following equipment:</p> <ul style="list-style-type: none"> <li>A. a mirror above each lavatory</li> <li>B. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy unrestricted dispensing.</li> <li>C. a coat hook on inside face of door to each water closet stall, as well as one by the lavatories.</li> <li>D. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.</li> <li>E. a coin-operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.</li> <li>F. ceramic tile or other water repellent wainscot from the floor to a minimum height of 4'6" (1.37m) on all walls.</li> <li>G. a disposable toilet seat cover dispenser in each stall.</li> <li>H. a counter area of at least two feet (.61m) in length, exclusive of the lavatories.</li> <li>I. at least one GFI duplex electrical outlet to be provided at each bank of lavatories.</li> </ul> <p>Accessibility for disabled is required.</p> <p>The number of toilet fixtures shall be in compliance with the Building Code.</p>
<p>6.4 JANITOR CLOSETS * AS IS</p>	<p>Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.</p>

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<p>6.5 HEATING AND AIR CONDITIONING *</p> <p>AS IS</p>	<p>Temperatures shall be maintained between 65 and 70 degrees Fahrenheit (18 and 21° C) during the heating season and between 76 and 80 degrees Fahrenheit (24 and 27° C) during the cooling season. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in this SFO.</p> <p>During nonworking hours, heating temperatures shall be set no higher than 55 degrees Fahrenheit (13° C) and air conditioning will not be provided, except as specified in Section 9. Thermostats shall be secured from manual operation by key or locked cage. The Lessor must provide a night set-back temperature control system, including a 7-day time switch and night thermostat.</p> <p>Heating systems shall not be operated to maintain temperatures above 70 degrees Fahrenheit (21° C) and cooling systems shall not be operated to achieve temperatures below 76 degrees Fahrenheit (24° C). The heating and air conditioning systems must be designed to overcome the building inertia on the next occupied cycle within at least 150 minutes. Heating energy shall not be used to achieve the temperature specified for cooling, and cooling energy shall not be used to achieve the temperature specified for heating. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.</p> <p>Zone Control: Individual thermostat control shall be provided for office space with control areas not to exceed 1200 square feet (186 m<sup>2</sup>) in perimeter and interior areas. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, etc.) with an internal load in excess of 5 tons shall be independently controlled. Concealed load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.</p> <p>Within 30 days after occupancy, the Lessor shall have the HVAC balanced by a licensed engineer and the report shall be submitted to the government.</p>
<p>6.6 VENTILATION *</p> <p>AS IS</p>	<p>Outside air shall be provided to all office space in accordance with the Code. Economizer cycle free cooling, using outside air, should be used for cooling. An automatic air economizer cycle must be provided in buildings in excess of 10,000 square feet (929 m<sup>2</sup>) of occupiable office space. Conference rooms of 400 occupiable square feet (37.16 m<sup>2</sup>) or greater shall be provided with a dedicated source of ventilation.</p>
<p>6.7 ELECTRICAL: GENERAL *</p> <p>AS IS</p>	<p>The Lessor shall be responsible for meeting the applicable requirements of the latest version of the National Electrical Code, the National Electric Safety Code; standards of the National Electric Manufacturers' Association, Insulated Power Cable Engineers' Association, the American Institute of Electrical Engineers, and local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed or of the locking type. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch (1.27 cm).</p> <p>A grounding electrode system with a resistance to ground of 10 ohms or less, regardless of soil moisture, is required. Resistance to ground must be measured during the driest portion of the year or verification.</p>

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6.8 ELECTRICAL: DISTRIBUTION \*

AS IS

Main power distribution switchboards, distribution, and lighting panel boards shall be circuit breaker type. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads with 25% spare circuit spaces and capacity. Feeders and branch circuits shall have equipment grounding conductors ran with circuit conductors.

All tenant outlets shall be marked and coded for ease of circuit tracing. All floor outlets must be flush with the plane of the finished floor with closable outlet covers.

Duplex receptacle outlets shall be installed so that no point along the floor line in any usable wall space; except building service areas, restrooms, storage areas, telecommunications closets, computer room, and corridors; is more than 4 feet (1.22 m) measured horizontally from any outlet in that space. Receptacles in private offices shall be installed at the 6-foot (1.83 m) wall space requirement. Rooms wider than 16 feet (4.88 m) shall also have floor or ceiling receptacles mounted on an 8' by 8' (2.44 m x 2.44 m) grid, with no receptacle closer than 6 ft. (1.83 m) to a wall.

Workstation interfaces (WSI) shall be installed next to each required floor and work area counter receptacle outlet. Work area counters do not include storage area, restrooms, and break room sink counter locations. WSI's shall be installed at the same wall space requirement as receptacle outlets except that no point along the floor line is more than 6 feet (1.83m) (9 feet (2.74 m) for private offices) measured horizontally from any workstation interface in that space.

Supply a minimum of one duplex receptacle outlet in each building service area, restroom, and storage room at no cost to the government. Corridors shall have duplex receptacle outlets supplied at no greater than 30 feet (9.14 m) between receptacles.

The ADP room requires 2-120 volt, 20 AMP, dedicated computer circuits for the System 36 computer and 3 electrical outlets for other equipment. Easy access is required to the main electrical control panel or emergency disconnect for all dedicated computer circuits. The mail/storage space requires wall outlets for every 5 feet of wall length.

No more than six duplex outlets may be installed on a 20-amp circuit in the offices. Outlets must be circuited separately from the lighting.

6.9 VOICE/DATA: EQUIPMENT \*

AS IS

The government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The government may: contract with another party to have inside wiring and telephone equipment installed; utilize wiring provided by the Lessor if such is available; and/or require the Lessor to install inside wiring and/or telephone equipment as a component of this scope of work. In any case, sufficient space above ceilings and/or below floors for telecommunication and data communication equipment shall be provided by the Lessor. Telecommunications main distribution facility, intermediate distribution facility, and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch (1.27 cm), with the exception of the Computer Communications Room.

A service entrance shall be provided to accommodate a telephone company entrance cable. The service entrance shall be large enough to accommodate at least 6-pair telephone cables and an additional 4-pair cable for future growth, a minimum of a 4-inch (10.16 cm) conduit is required, and an additional 4-inch (10.16 cm) conduit is required for radio antenna coax. The interior end of the service entrance shall be terminated within the main distribution facility. The Lessor shall be responsible for ascertaining from the telephone company both the location for termination of the exterior position of the service entrance and the requirement for service entrance installation.

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<p>6.10 LIGHTING *</p> <p>AS IS</p>	<p>General Area: Fluorescent fixtures with energy saving ballasts and T-8 tubes using no more than 2.0 watts/square foot shall be provided or meet local or state requirements, whichever is most stringent. Such fixtures shall be capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height (throughout the space). A lighting level of at least 20 foot-candles at working surface level should be maintained in corridors providing ingress and egress to the government-leased space. 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other nonworking areas. When the space is not in use by the government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.</p> <p>Building entrances must have a switch, motion sensor, and photocell control with energy saving lighting. Parking areas must have switch and photocell control with energy saving ballast and lamps. Ballasts are to be thermally protected, voltage regulating type, listed and approved. Other energy saving techniques are encouraged.</p> <p>Outdoor parking areas shall have a minimum of one foot-candle of illumination. Dusk to dawn exterior lighting shall be HID type high pressure sodium for general illumination and security lighting. Use Metal Halide where color rendition is required. Indoor parking areas shall have a minimum of 10 foot-candles of illumination.</p>
<p>6.11 SWITCHES *</p> <p>AS IS</p>	<p>Switches shall be located on columns or walls by door openings in accordance with the requirements of the ADAAG.</p> <p>Multilevel switching shall be provided in all offices requiring two switches per bank of lights. Each switch controls one ballast in each two ballast light fixture providing on a four-tube light fixture 50 percent light with one switch on, 100 percent with both switches on. The Lessor should consider using three-tube light fixtures which would provide 33 percent, 66 percent, or 100 percent lighting levels with two switches.</p> <p>Lighting in restrooms shall be switched (on/off) using automatic light control motion detector switches and a wall switch. Rooms with more than one means of ingress shall be provided with either three-way or four-way switches as appropriate.</p>
<p>6.12 ELEVATORS *</p> <p>AS IS</p>	<p>The Lessor shall provide suitable passenger elevator service to all multilevel government leased space. One passenger elevator shall be available at all times for government use. The government shall be given 24-hour advance notice if the service is to be interrupted more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the government's normal working hours. The Lessor must also use best efforts to minimize the frequency and duration of unscheduled interruptions.</p> <p><u>Code:</u> Elevators shall conform to the current editions of the ASME standard for elevators and escalators, except that elevator calls are not required to have a visual or audible signal to notify passengers during automatic recall and elevator lobby smoke detectors must not activate the building fire alarm system, but must signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.</p> <p><u>Entrance:</u> The elevator entrance should provide a clear opening of at least 36 inches (91 cm). The inside measurements shall be a minimum of 51 inches (130 cm) deep and 68 inches (173 cm) wide.</p> <p><u>Call Buttons:</u> Call buttons shall comply with the Uniform Federal Accessibility Standards (41 CFR 101-19.6) or Americans With Disabilities Act Accessibility Guidelines, whichever is more stringent.</p> <p><u>Safety Systems:</u> Elevators are to be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and reach an emergency communication location manned during normal operating hours when the elevators are in service. When government occupancy is three or more floors above grade, automatic elevator emergency recall is required.</p> <p><u>Speed:</u> The passenger elevators must have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors.</p> <p><u>Interior finishes:</u> Elevator cab walls and floor must have a finish acceptable to the government.</p>

\* SEE ATTACHED RIDER TO SFO

LESSOR FAA GOVERNMENT SFO

**7.0 SERVICES, UTILITIES, MAINTENANCE**

<p>7.1 SERVICES UTILITIES MAINTENANCE: GENERAL</p>	<p>The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.</p>
<p>7.2 NORMAL HOURS</p>	<p>Services, utilities, and maintenance will be provided daily, extending from <u>6</u> : <u>00</u> **a.m. to <u>6</u> : <u>00</u> **p.m., except Saturdays, Sundays, and Federal Holidays. Access to space will be required <u>24</u> *hrs a day, <u>7</u> *days a week.</p>
<p>7.3 OVERTIME USAGE</p>	<p>The government shall have access to the leased space at all times, including the use of elevators, toilets, lights, and small business machines without additional payment.</p>
<p>7.4 PLUMBING AND SEWAGE DISPOSAL SERVICES</p>	<p>Plumbing and sewage service must be provided and systems must be operated and serviced in conformity to state and local codes. Drinking water must meet all state regulations required of a public community drinking water system for primary and secondary contaminants, even if the system classification is other than public community.</p>
<p>7.5 UTILITIES  * SEE ATTACHED</p>	<p>A. The Lessor shall ensure that utilities necessary for operation are provided, and all associated costs are included as a part of the established rental rate.  B. Utilities furnished by the government. Where a utility, public or private, is to be paid for by the government, the Lessor must, at Lessor's expense, furnish and install separate meter for each USDA Agency measuring each utility consumed in servicing the space leased, or for any special purposes, as required in this SFO. Proration is not permitted.</p>
<p>7.6 MAINTENANCE AND TESTING OF SYSTEMS</p>	<p>The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include those required for the building, the site, and any private access roads. All equipment and systems, that are part of the rental consideration, shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities or noises, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance testing and inspection of appropriate equipment and systems must be done according to applicable codes, and inspection certificates must be displayed as appropriate.  Without any additional charge, the government reserves the right to require that once a year, with proper notice, the Lessor to test such systems as fire alarm, sprinkler, emergency generator, etc., to ensure proper operation. Upon request, appropriate operations and maintenance manuals shall be made available for the government's review during these tests. These tests shall be witnessed by a representative of the government.</p>

\* SEE ATTACHED RIDER TO SFO

\* Please provide number of hours or days in the applicable space.  
 \*\* Please provide time of day

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**7.7 JANITORIAL SERVICES**

Cleaning is to be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the government's evaluation of results, not the frequency or method of performance.

- A. **Daily:** Empty trash receptacles and clean ashtrays. Sweep or vacuum entrances, lobbies, and corridors. Spot sweep floors and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Three times a week: Sweep or vacuum stairs.
- B. **Weekly:** Complete vacuum of all carpet areas. Damp mop and spray buff all resilient floors in vending areas, toilets, and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- C. **Every two weeks:** Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
- D. **Monthly:** Thoroughly dust furniture. Completely clean and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70" (178 cm) of the floor.
- E. **Every two months:** Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Clean entrance and elevator carpets.
- F. **Every four months:** Dust wall surfaces within 70" (178 cm) of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

Services listed below require 7-day written advance notice to the government:

- G. **Every six months:** Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish or spot clean carpet in main corridors and other heavy traffic areas.
- H. **Annually:** Wash all Venetian blinds and dust 6 months from washing. Vacuum or dust all surfaces in the building within 70" (178 cm) of the floor, including light fixtures. Vacuum all drapes in place. Strip and refinish floors in offices and secondary lobbies and corridors. Clean carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- I. **Every two years:** Clean carpets in all offices and other nonpublic areas.
- J. **Every five years:** Dry clean or wash (as appropriate) all drapes.
- K. **As required:** Provide initial supply, installation, and replacement of light bulbs and tubes. Exterminate pests. Lessor shall provide for waste collection and disposal as required.

**7.8 NOTICE OF UNSCHEDULED SERVICES AND MAINTENANCE \***

The Lessor shall provide the government with written notice 7 days before to performing unscheduled services and maintenance.

\* SEE ATTACHED RIDER TO SFO

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<p>7.9 RECYCLING REQUIREMENTS</p>	<p>Where State and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this SFO, the successful offeror shall comply with such State and/or local law, code, or ordinance according to the paragraph or the General Clauses entitled "Compliance with Applicable Law." In all other cases, the successful offeror shall establish a recycling program in the leased space unless it is economically unfeasible to do so. Accordingly, the successful offeror shall complete the "Recycling Representation (FEB 1994)." The Lessor agrees, upon request, to provide the government with additional information concerning recycling programs maintained in the building and the leased space.</p>
<p>7.10 SNOW AND ICE REMOVAL *</p>	<p>Remove snow and ice from entrances, exterior walks, and parking lots of the building before 6:00 a.m. Maintain entrances, sidewalks, including all designated accessible routes, and visitor parking as required during normal working hours.</p>
<p>7.11 LANDSCAPING MAINTENANCE * SEE ATTACHED</p>	<p>Performance will be based on the government's evaluation of results and not the frequency or the method of performance. Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of watering, mowing, edging/trimming, and policing areas to keep it free of debris. Pruning and fertilization are to be done on an as-needed basis. Dead or dying plants are to be replaced.</p>
<p>7.12 SECURITY</p>	<p>The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during noontime hours and deters loitering or disruptive acts in and around the leased space during duty hours. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device. Locks on windows or doors leading to fire escapes shall be a type that can easily be opened from within the building without any special knowledge or effort.</p>

**8.0 SAFETY AND FIRE PREVENTION \* SEE ATTACHED**

<p>8.1 CODE VIOLATIONS AS IS *</p>	<p>Equipment, services, or utilities furnished and activities of other occupants shall be free of safety, health, and fire hazards. When hazards are detected, they must be promptly corrected at the Lessor's expense.</p>
<p>8.2 PORTABLE FIRE EXTINGUISHER AS IS *</p>	<p>Portable type fire extinguishers meeting requirements of NFPA Standard No. 10 shall be provided and maintained by the Lessor. Initial and replacement charges for fire extinguishers shall be provided by the Lessor. Inspection (<i>quick check</i>) and maintenance (<i>thorough check</i>) of these extinguishers shall be done in accordance with NFPA Standard No. 10.</p>
<p>8.3 STANDPIPES AS IS *</p>	<p>Standpipes shall be provided when government occupancy is four or more floors above grade and shall conform to NFPA Standard No. 14. Standpipes shall be located in stairwells and shall be equipped with a 2-1/2-inch (6.35 m) valved outlet at each floor level.</p>
<p>8.4 SPRINKLER SYSTEM AS IS *</p>	<p>Automatic sprinkler requirements are as follows:</p> <ul style="list-style-type: none"> <li>A. Regardless of the amount of space, when the government leases space on the 6th floor or above, all floors up to and including the floor of occupancy must be sprinklered.</li> <li>B. All floors on which the government occupies below grade space, regardless of the amount, must be sprinklered.</li> </ul> <p>Wherever required in the building, automatic sprinklers shall conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 72C or 72C) or central station (NFPA No. 71). The notification of the fire department or central station must be accomplished through the building fire alarm system and the central station facility must be listed by Underwriter's Laboratories, Inc. or any other approved nationally recognized testing laboratory.</p>

\* SEE ATTACHED RIDER TO SFO

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<p>8.5 SMOKE CONTROL AND DETECTION SYSTEMS *</p> <p>AS IS</p>	<p>Engineered smoke control systems are required in buildings, which are to be constructed to meet the SFO requirements, and will be 12 or more stories in height. Such systems shall be maintained according to the manufacturer's recommendations. While such systems are not required in existing buildings to be leased by the government, they shall be maintained according to the manufacturer's recommendations if present.</p> <p>Smoke detectors, interwired, with alternate power source, shall be located in storage rooms, break rooms, mechanical areas, and a public area.</p>
<p>8.6 MANUAL FIRE ALARM SYSTEMS *</p> <p>AS IS</p>	<p>A fire alarm system is required when space is occupied above or below the first floor. Alarm pulls are to be located by every exit and will send a signal to the local fire department or to a private 24-hour monitoring service (UL listed).</p> <p>Manual fire alarm stations shall be mounted 42 to 54 inches (107 to 137 cm) above the floor and located in normal exit paths on each floor at or near stairways and exits. An alarm shall automatically sound through the building, unless required to sound only on the fire floor by local code. The alarm sound may be bells, horns, or recorded voice messages. Alarms shall be automatically sent to the local fire department according to NFPA No. 72B or 72C, or to a privately operated central station protective signaling system conforming to NFPA No. 71. Installation, maintenance, operation, testing, and equipment shall conform to NFPA No. 72A and Chapter 4 of NFPA No. 72H, Guide for Testing Procedures for Local, Auxiliary Remote Station and Proprietary Protective Signaling Systems.</p>
<p>8.7 EXIT AND EMERGENCY LIGHTING *</p> <p>AS IS</p>	<p>Emergency lighting must provide at least 0.5-foot-candle of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building. The emergency lighting system used must be such that it will operate even if the public utility power fails.</p>
<p>8.8 ALTERNATIVE FIRE-PROTECTION FEATURES *</p> <p>AS IS</p>	<p>If space cannot meet detailed safety and fire prevention requirements, alternative means of protection will be considered. For example, if stairways are too narrow, automatic sprinkler protection throughout the building may make the space acceptable. All offerors must provide, with their offer, a written analysis from a registered fire protection engineer fully describing any exceptions taken to the fire protection requirements of this SFO. This analysis must include certification by the engineer that the alternative protection will achieve a level of risk not measurable, greater than that imposed by the government criteria. The certification must also include the engineer's seal and registration number. All analyses must be reviewed and approved by the government prior to leasing the space.</p>
<p>8.9 FIRE DOORS *</p> <p>AS IS</p>	<p>Fire doors shall conform with NFPA Standard No. 80. There shall be a minimum of two separate exits out of the government's space and out of the building, on each floor where the government occupies space. Exit corridors shall be at least 44 inches wide and have 8 foot high ceilings.</p>
<p>8.10 SAFETY-AIR CONTAMINANT LEVELS *</p> <p>AS IS</p>	<p>Air contaminant levels (e.g., dust, vapor, fumes, gases) shall not exceed those in 29 CFR 1910.1000 and 1910.1001. When actual concentration levels equal or exceed 50% of the levels in 29 CFR 1910, control actions shall be initiated. Ventilation systems having air streams which pass through water shall have the water treated with an EPA registered biocide to control biological organisms.</p>

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<p><b>8.11 IN-DOOR AIR QUALITY</b></p>	<p>A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the government indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas are as follows: CO-9 parts per million time weighted average (PPM TWA - 8 hours sample); CO<sub>2</sub> -1000 PPM (TWA); HCHO - 0.1 PPM (TWA).</p> <p>B. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc).</p> <p>C. The government reserves the right to conduct independent IAQ and detailed studies in space it occupies, as well as in space serving the government leased space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the government in its assessments and detailed studies by making available information on building operations and Lessor activities, and providing access to space for assessment and testing, if required, and implement corrective measures required by the government.</p> <p>D. The government is responsible for addressing IAQ problems resulting from its own activities.</p>
<p><b>8.12 BULK SAMPLE ANALYSIS REQUIREMENTS</b></p>	<p>For space in buildings containing Asbestos Containing Materials (ACM), as defined in GSA Form 3518, offerors must include with their offer (unless the time frame is otherwise extended by the government) an asbestos testing report, acceptable to the government. The asbestos testing report must consist of the identity and evidence of the qualifications (education and experience) of the person collecting bulk samples, the bulk sample log, and, if applicable, an abatement plan prepared. The samples must be analyzed by a laboratory which has successfully participated in the Environmental Protection Agency (EPA) Quality Assurance Program.</p> <p>Successful participation is defined as participation in at least 2 of the last 3 rounds in the EPA program and have correctly analyzed at least 75 percent of the samples tested in these rounds. All action taken to ensure compliance with this requirement shall be accomplished at no expense to the government.</p>
<p><b>8.13 OSHA REQUIREMENTS</b></p>	<p>The Lessor agrees to comply with Occupational Safety and Health Administration (OSHA) Safety and Health Standards which are located at Title 29 of the Code of Federal Regulations (29 CFR).</p>

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**9.0 APPLICABLE FAR CLAUSES**

**9.1 CLAUSES BY REFERENCE**

This solicitation incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Copies of the following clauses referenced from the Federal Acquisition Regulations (FAR) may be acquired from USDA/FSA/MSD, Stop 0562, 1400 Independence Ave SW, Washington, D.C.

- |                       |  |
|-----------------------|--|
| 52.203-13.102         | Officials Not to Benefit   |
| 52.203-33.202         | Gratuities   |
| 52.203-73.502         | Anti-Kickback Procedures   |
| 52.203-93.104         | Procurement Integrity  |
| 52.203-12             | Limitations on Payments to Influence Certain Federal Transactions                |
| 52.204-34.904         | Taxpayer Identification  |
| 52.209-69.409         | Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters      |
| 52.215-22 15.804-8    | Price Reduction for Defective Cost or Pricing Data                               |
| 52.215-24 15.804-8    | Subcontractor Cost or Pricing Data   |
| 52.219-819.708(a)     | Utilization of Small Business Concerns and Small Disadvantaged Business Concerns |
| 52.219-919.708 (b)    | Small Business and Small Disadvantaged Business Subcontracting Plan              |
| 52.219-1019.708(c)(1) | Incentive Subcontracting Program for Small and Disadvantaged Business Concerns   |
| 52.219-1319.902       | Utilization of Women-Owned Small Business  |
| 52.222-26 22.810(e)   | Equal Opportunity  |
| 52.222-35 22.1308     | Affirmative Action for Special Disabled and Vietnam Era Veterans                 |
| 52.222-36 22.1408     | Affirmative Action for Handicapped Workers                                       |
| 52.223-2 23.105(b)    | Clean Air and Water  |
| 52.223-6 23.505       | Drug Free Workplace  |
| 52.232-23 32.806(a)   | Assignment of Claims   |
| 52.233-1 33.214       | Disputes   |
| 52.233-2              | Service of Protest   |
| 52.215-2              | Audits and Records - Negotiations  |

LESSOR \_\_\_\_\_ GOVERNMENT *LOP*

**U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation**

**PROPOSAL TO LEASE SPACE**

<b>1. PROPOSAL FOR (Name of Field Office)</b>  USDA SERVICE CENTER	<b>2. BUILDING NAME AND ADDRESS</b> CORNELL COOPERATIVE EXTENTION 243 GRIFFING AVE. RIVERHEAD, NEW YORK 11901
<b>3. AMOUNT OF OCCUPIABLE SPACE BY AGENCY:</b>	
<b>A. USDA/FSA</b> 542	<b>RENTABLE SQUARE FEET</b>
<b>B. USDA/ NRCS</b> 442	
<b>C. USDA/ RD</b> 1065	
<b>D. USDA/</b>	
<b>E. USDA/</b>	
<b>F. USDA/</b>	
<b>G. Grand Total USDA Space</b> 2049	<b>1,888 SF</b>
<b>H. Number of Parking Spaces</b> 11	
<b>4. SPACE AND IDENTIFICATION OF SPACE OFFERED</b>	
<b>4A. ROOM NUMBERS, FLOORS, ETC.</b>  SEE FLOOR SCHEMATIC	<b>4B. PARKING SPACE LOCATION</b>
<b>5. DELIVERY OF SPACE AND PARKING</b> (Number of Calendar Days From Date of Lease Award)  30 days	<b>6. RENTAL RATE FOR INITIAL TERM (Rate per square foot per annum)</b>  \$ 18.50/sf/1st year
<b>7. RENEWAL OPTION(S) OFFERED</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If "NO", skip to item 9.	
<b>8. TERM(S) OF RENEWAL OPTION(S) OFFERED</b> A. Number of option(s): one (1) B. Duration of each option(s): five (5) years C. Rental rate: \$ 20.43/sf. (year 6) + 2%/annum increase  NOTE: Renewal option(s) may not exceed a total of 5 years. SEE SCHEDULE OF RENTAL RATES ATTACHED	
<b>9. RATES OFFERED FOR FULLY SERVICED LEASE</b>  YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If "NO", complete item 10.	<b>10. SERVICES NOT INCLUDED IN RENT</b> A. B.
<b>11. COMMENTS:</b> SEE ATTACHED RIDER TO SFO + SCHEDULE OF RENTAL RATES	

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**10.0 REPRESENTATIONS AND CERTIFICATIONS**

<p><b>10.1 BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERN</b></p>	<p>A. The offeror is, <input type="checkbox"/> is not, <input checked="" type="checkbox"/> a small business concern.                  "Small business concern," as used in this provision means a concern that is not dominant in the field of leasing commercial real estate, and has annual average gross receipts of \$10 million or less for the preceding three fiscal years.</p> <p>B. The offeror is, <input type="checkbox"/> is not, <input checked="" type="checkbox"/> a small disadvantaged business.                  "Small disadvantaged business concern," as used in this provision means a small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged.</p>
<p><b>10.2 SPECIAL TAX INCENTIVE</b></p>	<p>Qualified small businesses may be eligible to receive an annual tax credit to comply with accessibility. Requirements under the American with Disability Act of 1990. (Section 44 of Internal Revenue Code)</p>
<p><b>10.3 WOMEN-OWNED BUSINESS</b></p>	<p>The offeror represents that the concern is, <input type="checkbox"/> is not, <input checked="" type="checkbox"/> women-owned business.                  "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.</p>
<p><b>10.4 AFFIRMATIVE ACTION COMPLIANCE</b></p>	<p>The offeror represents that:</p> <p>A. He/she <input type="checkbox"/> has developed and has on file, <input type="checkbox"/> has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or</p> <p>B. He/she <input type="checkbox"/> has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.</p>
<p><b>10.5 CERTIFICATION OF NONSEGREGATED FACILITIES</b></p>	<p>The offeror agrees that he/she will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, age, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.</p>
<p><b>10.6 EQUAL OPPORTUNITY</b></p>	<p>The offeror will not discriminate against any employee or applicant for employment because of race, color, national origin, gender, religion, age, sex, disability, political beliefs, sexual orientation, and marital status or family status.</p>
<p><b>10.7 DRUG-FREE WORKPLACE</b></p>	<p>The offeror's workplace will be free from illegal use, manufacture, possession, or distribution of controlled substances (as defined in the Controlled Substances Act (21 USC 812)).</p>
<p><b>10.8 RENTAL RATES</b></p>	<p>All rental rates offered herein including renewals, include all items, services, supplies, utilities, and maintenance as specified in this solicitation.</p>
<p><b>10.9 INDEPENDENT PRICE DETERMINATION</b></p>	<p>The prices in this offer have been arrived at independently, without, for the purpose of communication, agreement, or restricting competition with any other offeror or competitor relating to (a) those prices, (b) the intention to submit an offer, or (c) the methods or factors used to calculate the prices offered.</p>

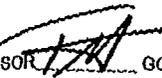
LESSOR  GOVERNMENT 

<p>10.10 PROCUREMENT INTEGRITY</p>	<p>The offeror certifies that during the conduct of a lease acquisition he/she shall NOT knowingly:</p> <ul style="list-style-type: none"> <li>A. make, directly, or indirectly, any offer or promise of future employment or business opportunity to, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any government, County Government Committee member or other official representing CCC or USDA in a lease acquisition;</li> <li>B. offer, give, or promise to offer or give, directly or indirectly, any money, gratuity, or other thing of value to any government, County Government Committee member or other official representing CCC or USDA in a lease acquisition; or</li> <li>C. solicit or obtain, directly or indirectly, from any officer or employee of such agency, prior to the award of a contract any proprietary or source selection information regarding such lease acquisition.</li> </ul> <p>The offeror also certifies that to the best of his/her knowledge he/she has no information concerning a violation of this certification.</p>
<p>10.11 CLEAN AIR AND WATER CERTIFICATION</p>	<p>The offeror certifies that the offered space is, <input type="checkbox"/> is not, <input checked="" type="checkbox"/> listed on the Environmental Protection Agency List of Violating Facilities.</p>
<p>10.12 ASBESTOS REPRESENTATION</p>	<p>The offeror represents and certifies as part of the offer that the offered space, common use areas and mechanical spaces having a common air distribution zone with the offered space will, <input type="checkbox"/> will not, <input checked="" type="checkbox"/> contain asbestos containing materials with a concentration of 1 percent or greater by dry weight of asbestos fibers upon occupancy by the Government.</p>
<p>10.13 HAZARDOUS WASTE OPERATIONS</p>	<p>The offeror represents and certifies as part of the offer that the building and site where space is offered for lease to the Government was, <input type="checkbox"/> was not, <input checked="" type="checkbox"/> used for the generation, treatment, storage, or disposal of hazardous waste.</p>
<p>10.14 POLYCHORINATED BIPHENYLS (PCBs) CERTIFICATION</p>	<p>The offeror certifies as part of its offer that the building in which the space is offered for lease to the government will <input type="checkbox"/> will not contain, <input checked="" type="checkbox"/> PCB transformers or equipment, e.g., capacitors (with one quart or more PCB fluid) upon occupancy by the Government.</p>
<p>10.15 RADON REPRESENTATION</p>	<p>The offeror represents and certifies as part of the offer that the proposed space will contain radon levels below, <input type="checkbox"/> above, <input type="checkbox"/> the Environmental Protection Agency's action level of 4 picocuries per liter upon occupancy by the government. This certification shall be completed within 4 months of occupancy based on completion of the testing methods described in Schedule B, Paragraph 18, <u>Radon Test Requirements</u>.</p>
<p>10.16 ENVIRONMENTAL SAFETY</p>	<p>The offeror certifies that the offered premises comply with all applicable Federal, State, and local regulations concerning the provision of a safe work environment free from environmental contaminants and hazards.</p>
<p>10.17 RESTRICTIONS ON LOBBYING</p>	<p>The offeror certifies that no Federal appropriated funds have been paid for will be paid, by or on behalf of the offeror, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of this lease. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence the above mentioned individuals in connection with the awarding of this lease, the offeror shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions. Standard Form-LLL is available in the FSA County Office and on the website, <a href="http://www.fsa.usda.gov/dam/forms/fsaforms.asp">www.fsa.usda.gov/dam/forms/fsaforms.asp</a> or from FSA/MSD, Washington, D.C.</p>

LESSOR FAA GOVERNMENT SBP

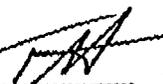
<p>10.18 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS</p>	<p>The offeror certifies that the offeror and/or any of its Principals--</p> <p>A. Are <input type="checkbox"/> are not <input checked="" type="checkbox"/> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;</p> <p>B. Have <input type="checkbox"/> have not <input checked="" type="checkbox"/>, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and</p> <p>C. Are <input type="checkbox"/> are not <input checked="" type="checkbox"/> presently indicted for, or otherwise criminally or civilly Charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (B) of this provision.</p>
<p>10.19 HISTORIC BUILDING SITE</p>	<p>The offeror certifies that the offered building was not <input type="checkbox"/> will not be <input checked="" type="checkbox"/> constructed on a National Historic Building site or on a certified archaeological site, without the approval of the State Historic Preservation Officer.</p>

<p>SIGNATURE OF OFFEROR                    TERESA A. ALLAR</p>	<p>TITLE                  SENIOR REVIEW APPRAISER</p>	<p>DATE                  12/20/02</p>
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RIDER TO SOLICITATION FOR OFFER CCC-79

- 1.1 The amount of space offered is 1,888 net usable sf (which includes 264 sf presently utilized by Natural Resources Conservation Service) with 2,100 net usable sf of shared common meeting room areas.
- 1.6 Shared parking comprises of seventy (70) shared spaces, including marked handicap. No reserved parking spaces to be provided.
- 2.5A CCC-2, lease for real property, **AS MAY BE MODIFIED.**
- 2.6 "for Real Property, **AS MAY BE MODIFIED.**
- 3.1 Alterations to the property may not be made as of right, but shall require the prior written approval of the Suffolk County Department of Public Works, which approval shall not be unreasonably withheld. In addition, alterations and/or improvements made by the Government to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of the LANDLORD upon installation, as part of the premises and shall remain upon and be surrendered with Premises upon the expiration or earlier termination of this Lease, in which event, the same shall be removed from the premises by Government at Government's sole cost and expense.
- 3.5 Vending facilities shall not be permitted in common areas.
- 3.7 It is understood by the Government that the Landlord is a governmental entity governed by the dictates of New York State General Municipal Law. Any Proposed Work by the Landlord must therefore comply with the bidding provisions.
- 3.18 No right to sublet or assign
- 3.20 Government's use of electrical energy shall not exceed the capacity of the then existing feeders to the Premises or the risers or wiring installations therein and at no time shall Government's electrical demand or connected load in the Premises exceed that for which the Premises have been designed. Landlord shall have no liability to Government for any loss, damage or expense sustained or incurred by reason of any change, failure, inadequacy, unsuitability or defect in the supply or character of the utilities furnished to the Premises or if the quantity or character of the utilities are no longer available or suitable for Government's requirements.
- 3.21 Lease to include provision regarding default by government.
- 4.5 Only floor plans are those being submitted with this offer.
- 4.6 "As is" without designated parking.
- 4.8 "As is"

Lessor  Government 

- 5.0 ARCHITECTURAL FINISHES (5.1 THROUGH TO 5.13)  
The offer of space made in this proposal is of existing space,  
accordingly all architectural requirements are submitted "AS IS"
- 6.2 The building is offered "AS IS"
- 6.3 The building is offered "AS IS"
- 6.4 The building is offered "AS IS"
- 6.5 The building is offered "AS IS"
- 6.6 The building is offered "AS IS"
- 6.7 The building is offered "AS IS"
- 6.8 "AS IS" Landlord shall perform work/improvements, the costs of  
which shall not exceed \$7,000.00.
- 6.9 "AS IS" Landlord shall perform work/improvements, the costs of  
which shall not exceed \$7,000.00.
- 6.10 The building is offered "AS IS"
- 6.11 The building is offered "AS IS"
- 6.12 The building is offered "AS IS"
- 7.5 See 3.20
- 7.8 Emergency Service may be provided upon 48 hours notice to  
Lessee.
- 7.10 While County will provide snow and ice removal, no time standards  
will be agreed to.
- 7.11 As provided by County.
- 8.0 SAFETY AND FIRE PREVENTION (8.1 THROUGH TO 8.10)  
The building is offered "AS IS"

Lessor



Government



CC-79 (02-04-00)

U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

1. Name of State and County

New York, Suffolk

2. Date of Request

07/22/02

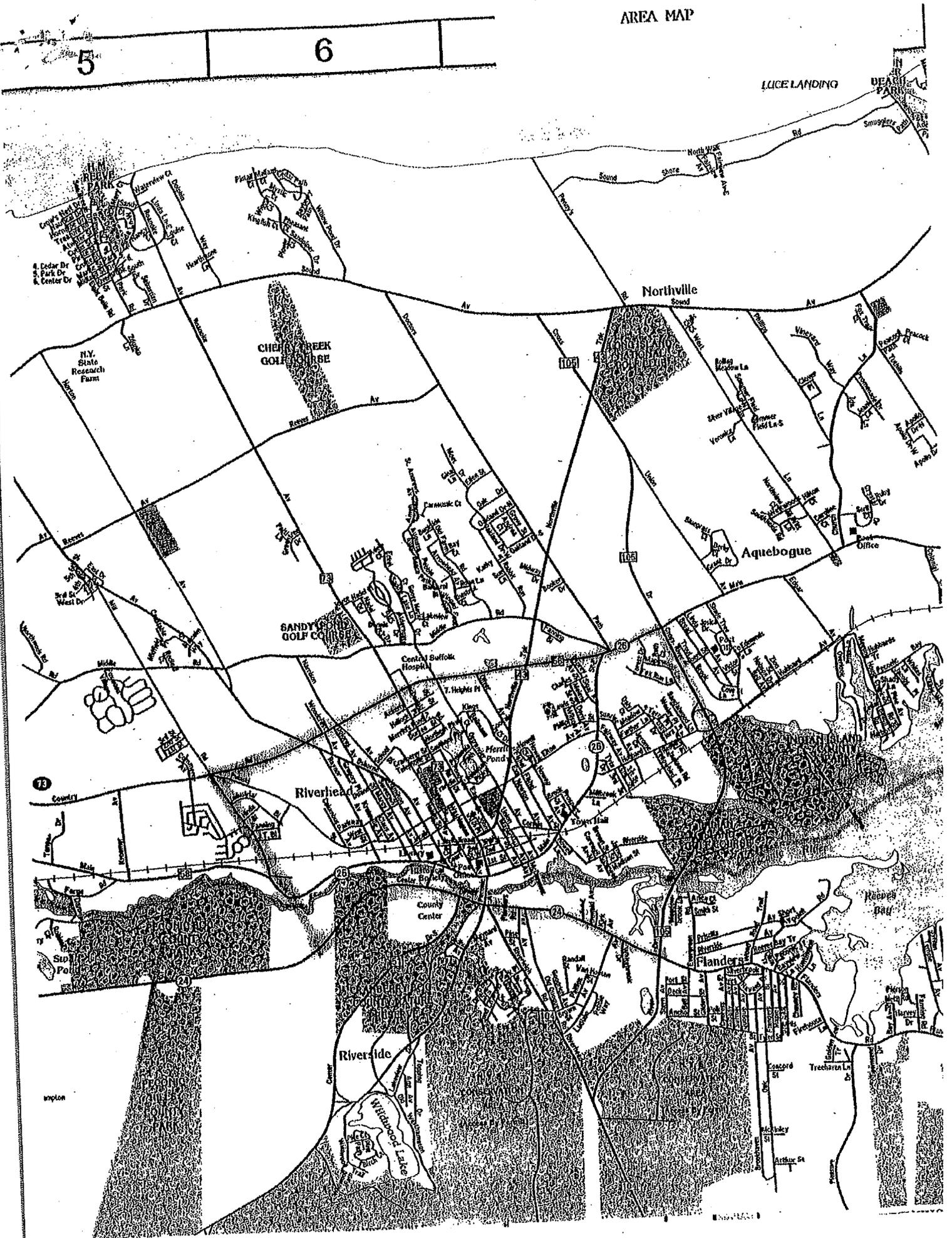
SPACE INFORMATION

Requested Date Of Occupancy			4. Length of Occupancy (Number of Years)	5. Requested Renewal Options		6. Type of Lease (Indicate requested lease agreement)		
Month	Day	Year		Number	Length	1-yr with renewal	Firm Term	<input checked="" type="checkbox"/>
02	01	03	5	1	5	Month-to-month rental	Free/Reduced rent	<input type="checkbox"/>
Number of Official Vehicles				8. Employee Parking Spaces	9. Client Parking Spaces	10. Total Parking Spaces		
3				13	10	23		
1A. Location Bounded on the North by:					11B. Location Bounded on the East by:			
Route 58, Riverhead, NY					Route 105, Riverhead, NY			
1C. Location Bounded on the South by:					11D. Location Bounded on the West by:			
Route 24, Riverhead, NY					Mill Road, Riverhead, NY			

**ART 17-A: SPACE CLASSIFICATION AND UTILIZATION**

	FSA	NRCS	RD	Other	
2. OFFICE SPACE (NUMBER OF EMPLOYEES X 150) SQUARE FEET	(1950)	300	300	450	900
3. AERIAL PHOTOGRAPHY/DARK ROOM -Space used for the photogrammetric/aerial photography workstation.	(100)	100			
4. SHARED CONFERENCE ROOM					
5. INFORMATION/RECEPTION AREA					
(Subtotal)					
		400	300	450	900
6. SHARED MAIL/STORAGE SPACE -Space used exclusively for storage and mailing activities.	(600)	92	92	139	277
7. SHARED AUTOMATED DATA PROCESSING ROOM -Space set aside for computer.	(150)	23	23	35	69
8. SHARED BREAK ROOM -Space used for confidential meetings with producers and as a break room, to be used by all agencies.	(175)	27	27	40	81
9. Other Agency Special Use Space				401	220
(RD storage and NRCS/SWCD map room)					
0. TOTAL SPACE -Sum of Items 12 through 18.	(Total 3596)	542	442	1065	1547

ART 17-A CERTIFICATION		DATE	SIGNATURE	DATE
COUNTY EXECUTIVE DIRECTOR, FSA (Signature)	<i>Susan Puzanowski</i>	7/22/02	<i>Walter C. Dwyer</i>	7/1/02
COUNTY SUPERVISOR, RD (Signature)	<i>Walter C. Dwyer</i>	7/22/02	<i>William J. ...</i>	7/25/02
DISTRICT CONSERVATIONIST, NRCS (Signature)	<i>William J. ...</i>	7/22/02	<i>Janey B. Lee</i>	8/1/02
OWNER (Signature)	<i>Thomas J. McMahon</i>	7/22/02		



# COUNTY OF SUFFOLK



**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

**GILBERT ANDERSON, P.E.**  
COMMISSIONER

**PHILIP A. BERDOLT**  
DEPUTY COMMISSIONER

## MEMORANDUM OF SUPPORT

**TITLE OF BILL:** AUTHORIZING THE LEASE OF PREMISES TO THE UNITED STATES DEPARTMENT OF AGRICULTURE

**PURPOSE OR GENERAL IDEA OF BILL:** The United States Department of Agriculture ("USDA") would like execute a Standstill Agreement as an amendment to the existing Lease for approximately 1,333 square feet of space at that location leased from the County for its Farm Service Agency for a term of two (2) years.

**SUMMARY OF SPECIFIC PROVISIONS:** The United States Department of Agriculture ("USDA") would like execute a Standstill Agreement as an amendment to the existing Lease for approximately 1,333 square feet of space at that location leased from the County for its Farm Service Agency for a term of two (2) years commencing on or about April 1, 2014 until March 31, 2016 while maintaining the current annual base rental of \$29,472.60 per year.

**JUSTIFICATION:** Continuation of the current lease terms is equal to \$22.11 per square foot per annum and this number falls within the rent range of \$21 to \$23 per square foot per annum outlined in the January 14, 2014 rent analysis performed by the Suffolk County Department of Economic Development and the Space Management Steering Committee has recommended the approval of a Standstill Agreement with these provisions as an amendment to the existing Lease at its meeting on January 30, 2014.

**FISCAL IMPLICATIONS:** Given the relatively short term of this agreement, the fiscal implications to the County appear to be negligible should there be short term variations in the commercial real estate market in this locality.

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.  
COMMISSIONER

PHILIP A. BERDOLT  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P. E., Commissioner 

DATE: February 19, 2014

RE: Lease of Premises at 423 Griffing Avenue, Riverhead, New York to the United States Department of Agriculture

---

Attached for your review is a draft resolution authorizing the extension of the lease of premises at 423 Griffing Avenue, Riverhead, New York to the United States Department of Agriculture.

This action is considered a Type II action pursuant to Sections 617.5(1), (20) and (27) of the New York Code of Rules and Regulations (NYCRR) and Section 8-109 of the New York Environmental Conservation Law.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-Griffing Ave Lease.doc.

GA/GTA/dk  
attachments

cc: Dennis M. Cohen, Chief Deputy County Executive  
Joanne Minieri, Deputy County Executive/Commissioner Economic Development & Planning  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director, Intergovernmental Relations  
Michael J. Monaghan, P.E., Chief Engineer  
James J. Ingenito, R.A., County Architect  
Charles Jaquin, General Services Manager  
Gerald Anderus, R.A., Assistant County Architect  
CE RESO Review (e-mail)

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Intro. Res. No. 1219-14  
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 3/4/14

**RESOLUTION NO. -2014, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF COMMUNICATIONS EQUIPMENT FOR SHERIFF'S OFFICE (CP 3060)**

**WHEREAS**, the Sheriff's Office radio communications system must be upgraded due to upcoming changes in FCC Rules and Regulations; and

**WHEREAS**, the Sheriff of Suffolk County has requested funds for Capital Project 3060 for the replacement and upgrade of various communications equipment and mobile data terminals (MDTs) in the Sheriff's Office marked vehicles to allow for fully integrated communications between over the air and computer aided dispatch; and

**WHEREAS**, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request under Capital Program Number 3060; 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 2014 Capital Budget, as the basis for funding capital projects such as this project; and

**WHEREAS**, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$50,000 in Suffolk County Serial Bonds; now, therefore be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this constitutes a Type II action, pursuant to 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

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-six (46), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the proceeds of \$50,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-3060.513 (Fund 001-Debt Service)	18	Purchase of Communications Equipment for Sheriff's Office	\$50,000

DATED:

APPROVED BY:

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

Date of Approval:

1219

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO. -2014, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF COMMUNICATIONS EQUIPMENT FOR SHERIFF'S OFFICE (CP 3060)</b>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
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 OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		February 21, 2014

SCIN FORM 175b (10/95)

Suffolk County

General Obligation Serial Bonds  
Level Debt

1219

Term of Bonds: 5  
Amount to Bond: \$50,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$9,342.72	\$1,700.00	\$11,042.72	\$11,042.72
			\$691.17	\$691.17	
5/1/2016	3.000%	\$9,660.38	\$691.17	\$10,351.55	\$11,042.72
			\$526.95	\$526.95	
5/1/2017	3.000%	\$9,988.83	\$526.95	\$10,515.78	\$11,042.72
			\$357.14	\$357.14	
5/1/2018	4.000%	\$10,328.45	\$357.14	\$10,685.59	\$11,042.72
			\$181.55	\$181.55	
5/1/2019	4.000%	\$10,679.62	\$181.55	\$10,861.17	\$11,042.72
5/1/2020		\$50,000.00	\$5,213.62	\$55,213.62	\$55,213.62
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

1219

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** Appropriating Funds in Connection with the Purchase of Communications Equipment for the Sheriff's Office (CP 3060)

**PURPOSE OR GENERAL IDEA OF BILL:** The purpose of this resolution is to allow the Sheriff's Office to appropriate funds for the purchase of communications equipment for 2014 under Capital Project **3060**.

**SUMMARY OF SPECIFIC PROVISIONS:** This resolution appropriates \$50,000 in furniture and equipment funds in 2014 for the replacement and upgrading of various communications equipment and mobile data terminals (MDT's) in the Sheriff's Office marked units.

**JUSTIFICATION:** The Sheriff's Office radio communications system must be upgraded due to upcoming changes in FCC rules and regulations as well as obsolescence of older equipment. As a direct result of these changes, the Sheriff's Office must replace and upgrade mobile data terminal (MDT's) in the Sheriff's Office marked vehicles to allow for fully integrated communications between over the air and computer aided dispatch.

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

COUNTY OF SUFFOLK



1219

OFFICE OF THE SHERIFF

VINCENT F. DEMARCO  
SHERIFF

**To:** Jon Schneider, Deputy County Executive  
**From:** Michael P. Sharkey, Chief of Staff *MS*  
**Date:** 02/05/14  
**Re:** **INTRODUCTORY RESOLUTION REQUEST - CP 3060 – Purchase of  
Communications Equipment for Sheriff's Office**

---

Per the 2014 Adopted Capital Budget, the Sheriff's Office requests the introduction of a resolution to appropriate funds for communications equipment for 2014 under Capital Project 3060.

This resolution appropriates \$50,000 in furniture and equipment funds in 2014 for the replacement and upgrading of various communications equipment and mobile data terminals (MDT's) in the Sheriff's Office marked units to allow for fully integrated communications between over the air and computer aided dispatch.

Copies of a draft resolution, impact statement and introductory form are attached. An e-mail version of the resolution was also sent to CE RESO REVIEW, saved under the titles:

- "Reso-Sheriff 2014 funds for CP3060";
- "Backup-SHF-CP3060-SCIN 175A";
- "Backup-SHF-CP3060-SCIN 175B" and
- "Backup-SHF-CP3060-Cover Letter-2014"

We request that this resolution be laid on the table at your earliest convenience.

1219

February 5, 2014

Thank you for your consideration in reviewing this draft resolution.

MPS/ars

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

Attachments

Introduced by Presiding Officer, on request of the County Executive

**REVENUE ANTICIPATION NOTE RESOLUTION NO. -2014,**

**RESOLUTION DELEGATING TO THE COUNTY COMPTROLLER THE POWER TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED \$100,000,000 REVENUE ANTICIPATION NOTES OF THE COUNTY OF SUFFOLK, NEW YORK, IN ANTICIPATION OF THE RECEIPT OF CERTAIN REVENUES FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014, TO PRESCRIBE THE TERMS, FORM AND CONTENTS OF SUCH NOTES, AND TO PROVIDE FOR THE SALE AND CREDIT ENHANCEMENT THEREOF**

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), the power to authorize the issuance of Revenue Anticipation Notes (herein called the "Notes") of the County of Suffolk, in the State of New York (the "County" and "State", respectively), in the aggregate principal amount of not to exceed \$100,000,000, and any notes in renewal thereof, is hereby delegated to the County Comptroller, as chief fiscal officer of the County.

Section 2. The Notes, in the amount of not to exceed \$100,000,000, are authorized to be issued in anticipation of the receipt of certain revenues expected to be received by the County during the fiscal year ending December 31, 2014, from (i) State Aid revenues to be received from the State of New York, and (ii) revenues to be received from the United States of America. All of the foregoing shall be due and payable to the County during the fiscal year ending December 31, 2014. The proceeds of such Notes shall be used only for the purposes of paying the current expenses of the County for said fiscal year payable from the revenues in anticipation of which they are issued.

Section 3. The following additional matters are hereby determined and declared:

- (a) The Notes are not issued in renewal of other notes.
- (b) The Notes shall mature within the period of one year from the date of their issuance and may be renewed from time to time in accordance with the provisions of the Law.
- (c) No revenue anticipation notes have been heretofore issued in anticipation of the revenues specified in Section 2 hereof.
- (d) The Notes are issued in anticipation of the collection of revenues other than real estate taxes or assessments.
- (e) Not less than \$100,000,000 of the revenues specified in Section 2 hereof remains uncollected as of the date hereof for the fiscal year of the County ending December 31, 2014.

Section 4. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the County. The faith and credit of the County are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the County and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 5. Subject to the provisions of this resolution and the Law, and pursuant to Section 50.00 and Sections 56.00 to 61.00 and 168.00 of the Law, the powers to sell and issue the Notes authorized pursuant hereto, and any renewals thereof, and to determine the terms, form and contents, including the manner of execution of such Notes, and to execute arbitrage certifications relative thereto and any contracts for credit enhancements in connection with the issuance of the Notes and any other certificates and agreements, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. This resolution shall take effect immediately.

DATED:

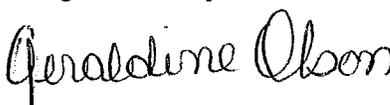
APPROVED BY:

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

Date:

1220

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>  x  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation Delegating to the County Comptroller of the County of Suffolk, New York, the power to authorize the issuance of and to sell not exceeding \$100,000,000 Revenue Anticipation Notes of said County in anticipation of the collection of New York State and Federal Aid by said County for the fiscal year that commenced January 1, 2014, and providing for other matters in connection therewith.		
3. Purpose of Proposed Legislation To issue revenue anticipation notes for cash flow purposes to cover cash flow needs for fiscal 2014. The current 2014 cash flow anticipates revenue of \$85,000,000 in such revenue anticipation notes. The resolution has been written to provide sufficient latitude in principal and final sizing will be based upon actual cash flow projection formulas.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  x  </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact The notes would be issued prior to December 31, 2014 for a term of one year and will impact debt service in the 2015 operating budget. Estimated "gross" interest cost for the maturing note is estimated to be \$1,700,000 (\$85,000,000 x 2.00% gross coupon for 12 months). It is anticipated that a reasonable premium will be bid by the underwriters and that the net interest cost may be approximately 1.00%. Interest rate estimates are based on current market rates and are subject to change.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. Gross Interest cost in 2015 for the notes = \$1,700,000.		
8. Proposed Source of Funding Revenue Anticipation Notes		
9. Timing of Impact One Year Impact - 2015		
10. Typed Name & Title of Preparer Geraldine Olson Municipal Finance Administrator Audit and Control	11. Signature of Preparer 	12. Date 2/10/14

FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

1220

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$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
<b>TOTAL</b>	\$0	\$0.00	\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$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.

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT

1220

TITLE OF BILL: Delegating to the County Comptroller of the County of Suffolk, New York, the power to authorize the issuance of and to sell not exceeding \$100,000,000 Revenue Anticipation Notes of said County in anticipation of the collection of New York State and Federal Aid by said County for the fiscal year that commenced January 1, 2014, and providing for other matters in connection therewith.

PURPOSE OR GENERAL IDEA OF BILL: A request for enabling local legislation to approve issuing Revenue Anticipation Notes of the County for the 2014 fiscal year to meet cash flow needs.

SUMMARY OF SPECIFIC PROVISIONS: To issue revenue anticipation notes for cash flow purposes to cover cash flow needs for fiscal 2014. The current 2014 cash flow anticipates revenue of \$85,000,000 in such revenue anticipation notes. The resolution has been written to provide sufficient latitude in principal and final sizing will be based upon actual cash flow projection formulas.

JUSTIFICATION: The County's current financial status coupled with the prevailing economic climate is having a negative effect on the County's already strained cash flow.

FISCAL IMPLICATIONS: The notes will be issued prior to December 31, 2014 for a term of approximately one year and will impact debt service in the 2015 operating budget. Estimated gross interest cost for the maturing note is estimated to be \$1,700,000 (\$85,000,000 X 2.00% gross coupon for 12 months). It is anticipated that a reasonable premium will be bid by the underwriters and that the net interest cost may be approximately 1.00%. Interest rate estimates are based on current market rates and are subject to change.

COUNTY OF SUFFOLK



1220

OFFICE OF THE COUNTY COMPTROLLER

JOSEPH SAWICKI, JR.  
Comptroller

February 10, 2014

HAND DELIVERED

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

Dear Jon:

SUBJECT: REVENUE ANTICIPATION NOTE RESOLUTION -- \$100,000,000

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 March 4, 2014 and eligible for consideration for adoption on March 18, 2014. Titles of the electronic files are *Reso-A&C-2014 RAN*, *Backup-A&C-2014 RAN-175a*, *Backup-A&C-2014 RAN-175b* and *Backup-A&C-2014 RAN-MOS*.

Once adopted the legislation should be signed by the County Executive as soon as possible. Certified copies of the resolution will be required prior to the release of the Preliminary Official Statement.

The resolution authorizes me to issue revenue anticipation notes to fulfill our operating cash flow requirements. Details relative to the issue are recited in the fiscal impact statement that is attached herewith. 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  
Geraldine Olson, Municipal Finance Administrator

1221

Intro. Res. No. - 2014

Laid on the Table 3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. - 2014, APPROPRIATING FUNDS FOR THE PURCHASE OF EQUIPMENT FOR MEDICAL, LEGAL INVESTIGATIONS & FORENSIC SCIENCES AND TO APPROVE THE PURCHASE OF ONE (1) REPLACEMENT SUV AND ONE (1) REPLACEMENT MORTUARY VEHICLE IN ACCORDANCE WITH SECTION (B)(6) OF THE SUFFOLK COUNTY CODE AND IN ACCORDANCE WITH THE COUNTY VEHICLE STANDARD LAW (CP 1132)**

**WHEREAS**, the Office of the Medical Examiner has requested funds for the purchase of equipment for Medical, Legal Investigations and Forensic Sciences; and

**WHEREAS**, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request under Capital Program Number 1132; and

**WHEREAS**, the equipment request includes funds to replace a 2006 Ford Explorer SUV (Fleet No. 28909) used by Medical Forensic Investigators to respond to death scenes, and to replace a 2007 Chevrolet Express Van (Fleet No. 29830) used to respond to death scenes for body transport and for purchases of scientific instrumentation and laboratory equipment needed to replace outdated instruments, to keep up with technological advances, and/or to be compliant with regulations or statutes; and

**WHEREAS**, Local Law No. 20-2003 requires that no vehicle shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature"; and

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

**WHEREAS**, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$285,000 in Suffolk County Serial Bonds; now, therefore be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (c) (20), (21), (25) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under SEQRA; and it be further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-six (56) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 amended by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the proceeds of \$285,000 in Suffolk County Serial Bonds be and they and they hereby are appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1132.519 (Fund 001- Debt Service)	13	Equipment for Medical, Legal Investigations and Forensic Sciences	\$285,000

DATED:

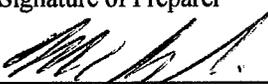
APPROVED BY:

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

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1721

1. Type of Legislation		
Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation		
<p><b>RESOLUTION NO.                      – 2014, APPROPRIATING FUNDS FOR THE PURCHASE OF EQUIPMENT FOR MEDICAL, LEGAL INVESTIGATIONS &amp; FORENSIC SCIENCES AND TO APPROVE THE PURCHASE OF ONE (1) REPLACEMENT SUV AND ONE (1) REPLACEMENT MORTUARY VEHICLE IN ACCORDANCE WITH SECTION (B)(6) OF THE SUFFOLK COUNTY CODE AND IN ACCORDANCE WITH THE COUNTY VEHICLE STANDARD LAW (CP 1132)</b></p>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>  X  </u> No <u>      </u>		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 20px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">County</div>	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 OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		February 21, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT  
2015 PROPERTY TAX LEVY\*  
COST TO THE AVERAGE TAXPAYER

1221

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$62,944</b>	<b>\$0.12</b>		<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$62,944</b>	<b>\$0.12</b>		<b>\$0.000</b>

*\* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.*

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds  
Level Debt

1221

Term of Bonds	5
Amount to Bond:	\$285,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$53,253.53	\$9,690.00	\$62,943.53	\$62,943.53
			\$3,939.69	\$3,939.69	
5/1/2016	3.000%	\$55,064.15	\$3,939.69	\$59,003.84	\$62,943.53
			\$3,003.60	\$3,003.60	
5/1/2017	3.000%	\$56,936.33	\$3,003.60	\$59,939.93	\$62,943.53
			\$2,035.68	\$2,035.68	
5/1/2018	4.000%	\$58,872.17	\$2,035.68	\$60,907.85	\$62,943.53
			\$1,034.85	\$1,034.85	
5/1/2019	4.000%	\$60,873.82	\$1,034.85	\$61,908.68	\$62,943.53
5/1/2020		\$285,000.00	\$29,717.65	\$314,717.65	\$314,717.65
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

# COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

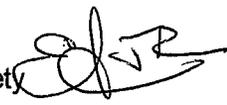
1221

OFFICE OF THE MEDICAL EXAMINER

## ATTACHMENT A

## MEMORANDUM

**To:** County Executive  
Suffolk County Legislature  
Purchasing Division, DPW

**From:** Dr. Errol Toulon, Jr., Assistant Deputy County Executive for Public Safety 

**Date:** February 6, 2014

**Subject:** SUV and Vehicle replacement justification

---

The Office of the Medical Examiner is requesting to replace a 2006 Ford Explorer SUV (Fleet No. 28909) with another SUV. This vehicle is used by Medical Forensic Investigators to respond to death scenes. The vehicles assigned to the Investigators require the ability to respond to all geographical areas including beaches, steep inclines, snow covered roads, and other off road terrain. The Office of the Medical Examiner is also requesting to replace a 2007 Chevrolet Express Van (Fleet No. 29830) with a Ford F250 Pick-up. This vehicle is used as a Mortuary vehicle to respond to death scenes for body transport. The pick-up has the capability to respond to off road terrain and will allow for the segregation of the driver and cargo compartments.

ATTACHMENT B

2014-2016 Capital Budget Request  
CP1132 Equipment

2014 Requests

Quantity	Item	Location/Program	Unit Price	Total Purchase \$	New or Replace	Comments
1	Pyroprobe *	Crime Lab	\$ 30,000	\$ 30,000	Replace	priority
1	CSS System *	Toxicology	\$ 30,000	\$ 30,000	Replace	need for probation/methadone
1	Mortuary Vehicle 2007 van *	Pathology	\$ 45,000	\$ 45,000	Replace	fleet #29830, current mileage 105,189.
1	Liquid Chromatograph/Mass Spectrometer *	Toxicology	\$ 140,000	\$ 140,000	Replace	priority
1	Vehicle for Forensic Investigations *	Pathology	\$ 40,000	\$ 40,000	Replace	fleet # 28909 130,000+ mi
<b>Total Purchase Costs</b>				<b>\$ 285,000</b>		
Adopted				\$ 285,000		

1221

1221

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: To appropriate funds for the purchase of equipment and replacement vehicles for Medical, Legal Investigations and Forensic Sciences.

PURPOSE OR GENERAL IDEA OF BILL: to replace scientific laboratory equipment needed to operate the Crime and Toxicology Laboratories of the Office of the Medical Examiner as well as replacement vehicles.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: Instrumentation and equipment are utilized to perform analytical and investigative analysis for the Health Department, the District Attorney's Office and all law enforcement agencies in Suffolk County. All scientific procedures are utilized to enhance the investigations and arrive at scientifically precise conclusions for public safety, criminal and civil litigations in the County of Suffolk. The equipment requested will provide greater efficiency in DNA analysis, efficiency in the histology and toxicology laboratories, and expand the crime scene investigative efforts. A replacement vehicle is needed for the Forensic Investigators to respond to death scenes and a replacement mortuary vehicle is needed for the transport of bodies from death scenes, residences, hospitals, etc.

FISCAL IMPLICATIONS: Serial Bonds and related Debt Service.

# COUNTY OF SUFFOLK



**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

## OFFICE OF THE MEDICAL EXAMINER

February 6, 2014

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to appropriate funds for the purchase of equipment and vehicles for the Medical, Legal Investigations, and Forensic Sciences (CP 1132). The purpose of this legislation is to fund the purchase of replacement scientific laboratory equipment and replacement vehicles for the Department of the Office of the Medical Examiner.

I enclose the financial impact statement and other materials for this Resolution. If you have any questions, please contact Linda Russo at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is "Reso-MED-appropriating funds for CP1132.doc"

Sincerely,

Dr. Errol Toulon, Jr.  
Assistant Deputy County Executive for Public Safety

Enclosures

C: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
Linda Russo, Senior Budget Analyst

Intro. Res. No. 1222-14 Laid on Table 3/4/14  
Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY (NYS OHS) IN THE AMOUNT OF \$40,000.00 FOR "OPERATION SHIELD" UNDER STATE HOMELAND SECURITY PROGRAM (SHSP FY2011) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE EAST END MARINE TASK FORCE, SUFFOLK COUNTY POLICE DEPARTMENT AND VARIOUS OTHER FEDERAL, STATE AND LOCAL AGENCIES, AND TO EXECUTE GRANT RELATED AGREEMENTS WITH 100% SUPPORT.**

**WHEREAS**, the New York State Office of Homeland Security has awarded the Suffolk County Sheriff's Office \$40,000 in funds under the SHSP grant program to be administered by the Suffolk County Sheriff's Office; and

**WHEREAS**, the SHSP will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks; and

**WHEREAS**, this grant provides funding for a minimum of one operation for the 2014 July 4<sup>th</sup> period, the Sheriff's Office will receive 100% grant funding in the amount of \$40,000; and

**WHEREAS**, the SHSP is slated to operate for the period beginning 09/01/2013 to 08/31/2014; and

**WHEREAS**, said funds have not been included in the 2014 Operating Budget; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the County Executive and Sheriff are authorized to execute any Agreement with the State of New York, as necessary, to secure said grant funds; and be it further

**2<sup>nd</sup> RESOLVED**, that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate said unbudgeted grant funds in the amount of \$40,000 as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-SHF-4377- Homeland Security Operation Shield	\$32,595.00
115-POL-4377 - Homeland Security Operation Shield	\$7,405.00

APPROPRIATION: Suffolk County Sheriff's Office  
Homeland Security Operation Shield FY2014  
001-SHF-3112

<u>1000- Personal Services</u>	<u>\$4,667.00</u>
1120-Overtime Salaries	\$4,667.00

4000 Sub Contractor  
4980-Contracted Agencies

\$25,962.00  
\$25,962.00

APPROPRIATION:

Police Department (POL)  
Homeland Security Operation Shield FY2014  
115-POL-3676

1000- Personal Services  
1120-Overtime Salaries

\$5,703.00  
\$5,703.00

Employee Benefits  
Retirement  
001-EMP-9010

8000- Employee Benefits  
8280- Employee Retirement System

\$3,078.00  
\$3,078.00

Employee Benefits  
Social Security  
001-EMP-9030

8000- Employee Benefits  
8330- Social Security

\$590.00  
\$590.00

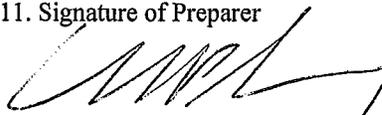
DATED:  
APPROVED BY:

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

Date:

1222

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>  X  </u> Local Law _____      Charter Law _____		
2. Title of Proposed Legislation ACCEPTING AND APPROPRIATING FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY (NYS OHS) IN THE AMOUNT OF \$40,000 FOR "OPERATION SHIELD" UNDER STATE HOMELAND SECURITY PROGRAM (SHSP) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE EAST END MARINE TASK FORCE, SUFFOLK COUNTY POLICE DEPARTMENT AND TO EXECUTE GRANT RELATED AGREEMENTS WITH 100% SUPPORT		
3. Purpose of Proposed Legislation -See number 2 above.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>  X  </u> No		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
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. \$40,000 of grant money will be used to implement and carry out Operation SHIELD.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.  n/a		
8. Proposed Source of Funding -NYS DHS SHSP Grant.		
9. Timing of Impact - FY 2014		
10. Typed Name & Title of Preparer Michael P. Sharkey Chief of Staff	11. Signature of Preparer 	12. Date: 02/11/14

1722

## 2014 INTERGOVERNMENTAL RELATIONS

### MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating Federal pass-through grant funds from the NYS Office of Homeland Security (NYS OHS) in the amount of \$40,000 for "OPERATION SHIELD" under State Homeland Security Program (SHSP) to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force, Suffolk County Police Department and various other Federal, State and Local agencies in Suffolk County, and to execute grant related agreements with 100% support.

#### PURPOSE OR GENERAL IDEA OF BILL:

Grant funding will help to ensure that vessels are in compliance with NYS and Federal Navigation Rules and Regulations; ensure proper reporting procedures are followed when foreign vessels enter the United States through the waters off Suffolk County from outside our borders; intelligence collection and flow; and interdiction of maritime smuggling.

#### SUMMARY OF SPECIFIC PROVISIONS:

The Sheriff's Office agrees to administer and act in partnerships with the East End Marine Task Force, Suffolk County Police Department and various other Federal, State and local agencies in Suffolk County for "Operation Shield" with 100% funding from the SHSP that will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks. Multiple law enforcement agencies will be deployed for interdiction purposes and inspection of foreign flagged vessels in the waters of Suffolk County.

#### JUSTIFICATION:

Suffolk County and the East End of Long Island is a maritime threat in that a vessel can potentially enter the United States with weapons of mass effect concealed, concealed human cargo or other contraband and proceed inland to a major population center without having to offload or disembark its cargo. These waterways are traversed by both commercial and recreational foreign flagged vessels.

COUNTY OF SUFFOLK



MUST BE LAID ON  
TABLE 3/4/14.

1222

OFFICE OF THE SHERIFF

VINCENT F. DEMARCO  
SHERIFF

**To:** Jon Schneider, Deputy County Executive  
**From:** Michael P. Sharkey, Chief of Staff  
**Date:** 2/11/14  
**Re:** N.Y.S. Office of Homeland Security, State Homeland Security  
Program (SHSP) FY2014 "Operation Shield" with 100% Support

As you are aware, the New York State Office of Homeland Security has made \$40,000 in funds available to Suffolk County through the State Homeland Security Program (SHSP) with 100% support to be administered by the Suffolk County Sheriff's Office in partnership with the East End Marine Task Force, Suffolk County Police Department and various other Federal, State and local agencies. The SHSP will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks. This grant provides funding for a minimum of one operation over the 2014 Fourth of July holiday period. The operational period of this grant is from September 1, 2013 through August 31, 2014.

An e-mail version of the resolution was sent to CE RESO REVIEW, saved under the title "Reso-Sheriff - N.Y.S. Office of Homeland Security 2014 "Operation Shield".

We request that this resolution be laid on the table at your earliest convenience. Thank you for your consideration in reviewing this draft resolution.

MPS/dlh

Att.

cc: Dennis M. Cohen, Chief Deputy County Executive

Lisa Santeramo, Asst. Deputy County Executive

Tom Vaughn, Director of Intragovernmental Relations

1272

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____      Charter Law _____		
2. Title of Proposed Legislation		
<p><b>RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY (NYS OHS) IN THE AMOUNT OF \$40,000.00 FOR "OPERATION SHIELD" UNDER STATE HOMELAND SECURITY PROGRAM (SHSP FY2011) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE EAST END MARINE TASK FORCE, SUFFOLK COUNTY POLICE DEPARTMENT AND VARIOUS OTHER FEDERAL, STATE AND LOCAL AGENCIES, AND TO EXECUTE GRANT RELATED AGREEMENTS WITH 100% SUPPORT.</b></p>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>  X  </u> No		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 20px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">County</div>	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		
No County match. This resolution accepts \$40,000 from the State.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
This resolution provides \$40,000 to be expended between September 1, 2013 and August 31, 2014.		
8. Proposed Source of Funding		
Federal pass-through funds from the NYS Office of Homeland Security.		
9. Timing of Impact - <b>UPON ADOPTION</b>		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Stephanie Rubino Chief Executive Analyst	<i>Stephanie Rubino</i>	February 20, 2014

FINANCIAL IMPACT  
2014 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER

*1222*

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	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	2013 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	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, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

*Stephan Kubo*  
*2/20/14*

1223

Intro. Res. No. -2014  
Introduced by Presiding Officer on request of County Executive

Laid on Table 3/4/14

**RESOLUTION NO. -2014, AUTHORIZING USE OF  
BLYDENBURGH COUNTY PARK AND SHOWMOBILE BY  
THE CYSTIC FIBROSIS FOUNDATION FOR ITS GREAT  
STRIDES WALKATHON**

**WHEREAS**, the Cystic Fibrosis Foundation - Long Island Chapter is a 501(c)(3) nonprofit organization having its place of business at 1 Huntington Quadrangle, Suite 2513, Melville, New York; and

**WHEREAS**, the Cystic Fibrosis Foundation would like to use Blydenburgh County Park in the Town of Smithtown for the purpose of hosting their Great Strides Walkathon Fundraiser; and

**WHEREAS**, the Great Strides Walkathon is scheduled to be held on Saturday, May 10, 2014 from 7:00 a.m. to 3:00 p.m.; and

**WHEREAS**, the Cystic Fibrosis Foundation would like to use the showmobile, with the use of the generator, on Saturday, May 10, 2014 from 9:00 a.m. to 1:00 p.m.; and

**WHEREAS**, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by the Cystic Fibrosis Foundation; now therefore, be it

**1<sup>st</sup> RESOLVED**, that the use of Blydenburgh County Park by the Cystic Fibrosis Foundation for the purpose of hosting a fundraiser on Saturday, May 10, 2014, is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance and the accompanying declaration page by the County of Suffolk from the Cystic Fibrosis Foundation, and the payment of the Four Hundred Dollars (\$400.00) event fee and the Six Hundred and Twenty-Five Dollars (\$625.00) showmobile fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

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

**3<sup>rd</sup> RESOLVED**, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Blydenburgh County Park by the Cystic Fibrosis Foundation, and be it further

**4<sup>th</sup> RESOLVED**, that the Cystic Fibrosis Foundation shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

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

DATED:

APPROVED BY:

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

Date of Approval:

1223

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u>X</u> Local Law _____      Charter Law _____		
2. Title of Proposed Legislation AUTHORIZING USE OF BLYDENBURGH COUNTY PARK AND SHOWMOBILE BY THE CYSTIC FIBROSIS FOUNDATION FOR ITS GREAT STRIDES WALKATHON		
3. Purpose of Proposed Legislation Authorize use of County Parkland for fundraising event.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>X</u> No _____		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
<input type="checkbox"/> County	<input type="checkbox"/> Town	<input type="checkbox"/> Economic Impact
<input type="checkbox"/> Village	<input type="checkbox"/> School District	<input type="checkbox"/> Other (Specify):
<input type="checkbox"/> Library District	<input type="checkbox"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact There is a fee of \$400.00 and \$625.00 collected by the County for use of Blydenburgh County Park and the showmobile (including the generator), respectively.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing Impact N/A		
10. Typed Name & Title of Preparer  Danielle L. Tings Senior Account Clerk Typist Dept. of Parks, Recreation & Conservation	11. Signature of Preparer  	12. Date  02/11/2014

Debra Kolyer  
Principal Financial Analyst



2/24/14

1223

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

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

COUNTY OF SUFFOLK



1223

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF  
PARKS, RECREATION AND CONSERVATION

GREG DAWSON  
COMMISSIONER

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** An act to authorize the use of Blydenburgh County Park and showmobile by the Cystic Fibrosis Foundation for its Great Strides Walkathon.

**PURPOSE OR GENERAL IDEA OF THE BILL:** The Cystic Fibrosis Foundation would like to hold its Great Strides Walkathon at Blydenburgh County Park in the Town of Smithtown.

**SUMMARY OF SPECIFIC PROVISIONS:** This legislation authorizes the use of Blydenburgh County Park by the Cystic Fibrosis Foundation for the purpose of hosting a fundraiser on Saturday, May 10, 2014, from 7:00 a.m. to 3:00 p.m. and the use of showmobile, with the use of the generator, on Saturday, May 10, 2014, from 9:00 a.m. to 1:00 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from the Cystic Fibrosis Foundation, and the payment of Four Hundred Dollars (\$400.00) event fee and Six Hundred and Twenty-Five Dollars (\$625.00) showmobile fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law. The Foundation anticipates approximately 200 walkers. They will need to set up tables for registration and food/beverage distribution, a walk route, musical entertainment, trash receptacles, decoration and children's activities.

**JUSTIFICATION:** The Cystic Fibrosis Foundation – Long Island Chapter is a 501(c)(3), nonprofit, donor-supported organization having its principal place of business at 1 Huntington Quadrangle, Suite 2513, Melville, New York. Funds that are raised through Great Strides support research and patient care in an effort to continue extending the length and improving quality of life for people with Cystic Fibrosis. The Foundation funds more Cystic Fibrosis Research than any other organization, and nearly every Cystic Fibrosis drug available today was made possible because of the Foundation's support. Their focus is to support the development of new drugs to fight the disease, improve the quality of life for those with Cystic Fibrosis and ultimately find a cure. This event will generate One Thousand and Twenty-Five Dollars (\$1025.00) in revenue for the County of Suffolk. In addition, the use of County property for a walkathon would promote and protect the public health and general welfare of the residents of Suffolk County.

**FISCAL IMPLICATIONS:** There is a fee of \$400.00 and \$625.00 collected by the County for use of Blydenburgh County Park and the showmobile, respectively.



1223  
COUNTY OF SUFFOLK



STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF  
PARKS, RECREATION AND CONSERVATION

GREG DAWSON  
COMMISSIONER

**TO:** JON SCHNEIDER, Deputy County Executive

**FROM:** GREG DAWSON, Commissioner

**CC:** DENNIS M. COHEN, Chief Deputy County Executive  
LISA SANTERAMO, Assistant Deputy County Executive  
TOM VAUGHN, Director of Intragovernmental Relations

**DATE:** FEBRUARY 11, 2014

**RE:** INTRODUCTORY RESOLUTION AUTHORIZING USE OF BLYDENBURGH  
COUNTY PARK AND SHOWMOBILE BY THE CYSTIC FIBROSIS  
FOUNDATION FOR ITS GREAT STRIDES WALKATHON

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Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS- Cystic Fibrosis Foundation Great Strides Fundraiser at Blydenburgh.doc".

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

Enclosures



Intro. Reso. No. 1224-14  
Introduced by Presiding Officer on request of the County Executive

Laid on Table

3/4/14

**RESOLUTION NO. -2014, ACCEPTING & APPROPRIATING  
A GRANT IN THE AMOUNT OF \$280,000 FROM THE NEW YORK  
STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY  
SERVICES FOR THE STATE LAW ENFORCEMENT TERRORISM  
PREVENTION PROGRAM (SLETPP) FFY2013 WITH 100%  
SUPPORT.**

**WHEREAS**, the New York State Division of Homeland Security and Emergency Services has made \$280,000 in Federal pass-through funds from the 2013 State Homeland Security Grant program available to Suffolk County for the SLETPP FFY2013 Program to be administered by the Suffolk County Police Department; and

**WHEREAS**, this program is designed to assist law enforcement in the prevention, deterrence and response to terrorist attacks; and

**WHEREAS**, the operational period of the Program will be from September 1, 2013 through August 31, 2015; and

**WHEREAS**, said grant funds have not been included in the 2014 Suffolk County Operating Budget; and

**WHEREAS**, the SLETPP FFY2013 grant includes funding for the purchase of a CBRNE (Chemical, Biological, Radiation, Nuclear, Explosive) Specialized Mission Vehicle for use by the Suffolk County Police Department's Canine Section; and

**WHEREAS**, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the County Legislature hereby authorizes the fleet of the Suffolk County Police Department be increased by one (1) Specialized Vehicle capable of responding to CBRNE events, approved pursuant to Chapter 186-2 (b) (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County vehicle standard, for use by the Canine Section of the Suffolk County Police Department; and be it further

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

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

<b>REVENUE:</b>	<b><u>AMOUNT</u></b>
001-POL-4390 - Federal Aid: SLETPP FFY2013	\$244,000
001-SHF-4390 - Federal Aid: SLETPP FFY2013	\$ 36,000
<b>ORGANIZATIONS:</b>	
<b>Police Department (POL)</b>	
<b>SLETPP FFY2013</b>	
<b>001-POL-3675 - \$219,633</b>	
<b><u>1000 – Personal Services</u></b>	<b><u>\$ 81,633</u></b>
1120 – Overtime Salaries	81,633
<b><u>2000 – Equipment</u></b>	<b><u>\$138,000</u></b>
2040 – Trucks, Trailers, and Jeeps	38,000
2500 – Other Equipment Not Otherwise	100,000
<b>Sheriff's Office (SHF)</b>	
<b>SLETPP FFY2013</b>	
<b>001-SHF-3116 – \$36,000</b>	
<b><u>2000 – Equipment</u></b>	<b><u>\$ 36,000</u></b>
2500 – Other Equipment Not Otherwise	36,000
<b>Employee Benefits</b>	
<b>Social Security</b>	
<b>001-EMP-9030 - \$1,184</b>	
<b><u>8000 – Employee Benefits</u></b>	<b><u>\$ 1,184</u></b>
8330 – Social Security	1,184
<b>Employee Benefits</b>	
<b>Retirement</b>	
<b>001-EMP-9010 - \$23,183</b>	
<b><u>Employee Benefits</u></b>	<b><u>\$ 23,183</u></b>
8280 – Retirement	23,183

And be it further

**4<sup>th</sup> RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Homeland Security and Emergency Services.

**DATED:**

**APPROVED BY:**

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**County Executive of Suffolk County**

**Date of Approval:**

1224

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Accepting & appropriating a grant in the amount of \$280,000 from the New York State Division of Homeland Security and Emergency Services for the State Law Enforcement Terrorism Prevention Program (SLETPP) FFY2013 with 100% support.

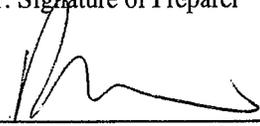
PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of \$280,000 to support the purchase of specialized equipment and enhanced counter-terrorism investigations.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding in the amount of \$280,000 from the New York State Division of Homeland Security and Emergency Services which will be used to support the purchase of specialized equipment and enhanced counter-terrorism investigations.

JUSTIFICATION: The SCPD is tasked with the investigation, prevention, deterrence and response to terrorist attacks. This funding will support the SCPD's efforts to carry out this mission through the purchase of specialized data capturing equipment, a specialized CBRNE vehicle and by allowing enhanced counter-terrorism investigations.

1774

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____      Charter Law _____		
2. Title of Proposed Legislation		
<b>ACCEPTING &amp; APPROPRIATING A GRANT IN THE AMOUNT OF \$280,000 FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE STATE LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM (SLETPP) FFY2013 WITH 100% SUPPORT.</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? <b>Yes XX No</b>		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
<b>County</b>	<b>Town</b>	<b>Economic Impact</b>
<b>Village</b>	<b>School District</b>	<b>Other (Specify):</b>
<b>Library District</b>	<b>Fire District</b>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The resolution provides \$280,000 for participation in the Law Enforcement Terrorism Prevention Program.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between September 1, 2013 and August 31, 2015.		
8. Proposed Source of Funding		
NYS Division of Homeland Security and Emergency Services		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		2-25-14

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

1224

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	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	2013 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	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, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.



1224

STEVEN BELLONE  
COUNTY EXECUTIVE

EDWARD WEBBER  
POLICE COMMISSIONER

**POLICE DEPARTMENT  
MEMORANDUM**

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

**FROM:** Mark White, Chief of Support Services *P. Daniel for*  
Suffolk County Police Department

**DATE:** February 18, 2014

**SUBJECT:** Resolution Packet for the State Law Enforcement Terrorism Prevention  
(SLETPP) FFY2013 Grant Program

Attached please find the following for the New York State Division of Homeland Security and Emergency Services sponsored SLETPP FFY2013 grant program:

1. Draft Resolution
2. Memorandum of Support
3. Grant SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of Award Letter and proposed contract between Suffolk County and the New York State Division of Homeland Security and Emergency Services

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

MW/sck

Att. Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
Evelyn Creen, Senior Federal & State Aid Claims Examiner



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



1004

<b>COORDINATION OF GRANT APPLICATION OR CONTRACT</b> County of Suffolk		<b>DATE</b> 2/11/14
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

**I. BACKGROUND INFORMATION**

1. Grant Title **SLETPP (State Law Enforcement Terrorism Prevention Program) FFY2013**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) The Homeland Security Act of 2002, Public Law 107-296, Implementing Recommendations of 9/11 Commission Act of 2007, Public Law 110-53; Department of Homeland Security Appropriations Act of 2013, Public Law 113-6, , administered by the NYS Division of Homeland Security and Emergency Services

3. Grant/Contract Status (Check One Box)  
 A.  New Program Application  
 B.  Renewal Application  
 C.  Supplemental (Specify) \_\_\_\_\_  
 D.  Extension of Funding Period  
 E.  Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)  
 Grant funding will allow the Suffolk County Police Department to purchase equipment for and participate in enhanced counter-terrorism investigations.

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

**II. BUDGET INFORMATION**

1. Term of Contract From 9/1/13 To: 8/31/15

2. Financial Assistance Requested

SOURCE	EIGHTH FUNDING CYCLE		NINTH FUNDING CYCLE		TENTH FUNDING CYCLE SCPD & SHERIFF	
	Amount	Percent	Amount	Percent	Amount	Percent
<b>Federal</b>	\$596,908	100%	\$259,500	100%	\$280,000	100%
<b>State</b>	\$	%	\$	%	\$	%
<b>Private</b>	\$	%	\$	%	\$	%
<b>County</b>	\$	%	\$	%	\$	%
<b>Total</b>	\$596,908	100%	\$259,500	100%	\$280,000	100%



GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2014

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
<b>1000 PERSONAL SERVICES:</b> 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	81,633  81,633			
<b>2000 EQUIPMENT:</b> 2010 Furniture & Fixtures 2020 Office Machines 2040 Trucks, Trailers & Jeeps 2070 Cameras & Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise	174,000  38,000  136,000			
<b>3000 SUPPLIES MATERIALS &amp; OTHERS:</b> 3160 Computer Software 3500 Other Unclassified 3520 Rent: Automobiles				
<b>4000 UTILITIES:</b> 4010 Telephone & Telegraph 4210 Computer Services				
<b>4300 TRAVEL:</b> 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2014

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4750 Law Enforcement Expenditures 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		24,367 23,183 1,184		
OTHER (List Source & Brief Explanation)				

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

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Police Officer	6	91.34 HR/OT	Various	100%		
Sergeant		103.55 HR/OT	Various	100%		
Lieutenant		115.28 HR/OT	Various	100%		
Detective	4	98.31 HR/OT	Various	100%		
Detective Sergeant		108.72 HR/OT	Various	100%		
Detective Lieutenant		121.04 HR/OT	Various	100%		
Research Technician	17	51.12 HR/OT	Various	100%		
Research Analyst	20	58.62 HR/OT	Various	100%		
Senior Research Analyst	24	69.24 HR/OT	Various	100%		
Principal Clerk	14	39.91 HR/OT	Various	100%		

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

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

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Submitting Department  
(Dept. Name & Location)

Department Contact Person  
(Name & Phone No.)

Suffolk County Police Department  
30 Yaphank Avenue, Yaphank, NY 11980

Sarah Furey, Senior Grants Analyst  
(631) 852-6042

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Resolution Involves:

Technical Amendment

New Program

Grant Award

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

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Explanation of Proposed Resolution

Accepting and appropriating a grant in the amount of \$280,000 from the New York State Division of Homeland Security and Emergency Services for the State Law Enforcement Terrorism Prevention Program (SLETPP) FFY2013 in Suffolk County with 100% support.

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Summary of Resolution Benefits

Acceptance of these funds will enable the Suffolk County Police Department to administer a program to assist law enforcement in Suffolk County to prevent, deter and respond to terrorist attacks.

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

1. Type of Legislation

Resolution  X                       Local Law                           Charter Law    

2. Title of Proposed Resolution

Accepting & appropriating a grant in the amount of \$280,000 from the New York State Division of Homeland Security and Emergency Services for the State Law Enforcement Terrorism Prevention Program (SLETPP) FFY2013 with 100% support.

3. Purpose of Proposed Legislation

To accept \$280,000 from the New York State Division of Homeland Security and Emergency Services to assist law enforcement in the prevention, deterrence and response to terrorist attacks. Program will be administered by the Suffolk County Police Department and will provide for equipment purchases and enhanced counter-terrorism investigations.

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

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

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

6. If answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

The current project is 100% funded by the grantor. It is anticipated that any future funding for this program would also be 100% funded by the grantor.

8. Proposed Source of Funding

New York State Division of Homeland Security and Emergency Services

9. Timing of Impact

Immediate

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

Susan C. Krause  
Grants Analyst



2/11/2014

**Furey, Sarah**

---

**From:** grants@dhses.ny.gov  
**Sent:** Monday, December 30, 2013 4:37 PM  
**To:** Furey, Sarah  
**Subject:** The NYS Division of Homeland Security and Emergency Services (DHSES) E-Grants Notification for Project LE13-1049-D00, contract number: C973732. Grantee: Suffolk County

The NYS Division of Homeland Security and Emergency Services (DHSES) has approved your application for funding for Project LE13-1049-D00.

An e-mail has been sent to the signatory contact for this application with instructions on how to complete the local acceptance of this contract electronically in E-Grants. You may access the project in the DHSES E-Grants system by using the following link.

<https://grants.dhses.ny.gov/AccessNotice.jsp?ProjectID=LE13-1049-D00>

If you have any questions, please contact DHSES E-Grants Help at (866) 837-9133, or at [grants@dhses.ny.gov](mailto:grants@dhses.ny.gov)

Visit DHSES online at: [www.dhses.ny.gov](http://www.dhses.ny.gov)

Visit NY-ALERT online at: [www.nyalert.gov](http://www.nyalert.gov)

This e-mail was sent from email servers at the Division of Homeland Security & Emergency Services(DHSES). Its contents, including any attachments, are intended only for the individual(s) named. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use it or its attachments.

Please notify the sender immediately by reply e-mail and delete this e-mail from your system.

<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER: C973732</u> (Contract Number)  <u>ORIGINATING AGENCY CODE: 01077</u>
--	--

<u>GRANTEE/CONTRACTOR: (Name &amp; Address)</u> Suffolk County 1 Lee Dennison Building 100 Veterans Memorial Highway Saugppauge, NY 11788	<u>TYPE OF PROGRAMS: WM2013 SLETPP</u> <u>CFDA NUMBER: 97.067</u> <u>DHSES NUMBERS: WM13973732</u>
---	--

<u>FEDERAL TAX IDENTIFICATION NO: 11-6000464</u> <u>MUNICIPALITY NO: (if applicable) 470100000 000</u> <u>SFS VENDER NO: 1000000809</u>	<u>INITIAL CONTRACT PERIOD:</u> FROM 09/01/2013 TO 08/31/2015 <u>FUNDING AMOUNT FOR INITIAL PERIOD: \$280,000.00</u>
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<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM: (if applicable)</u>
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<u>CHARITIES REGISTRATION NUMBER:</u>  <div style="border: 1px solid black; padding: 2px; width: fit-content;">N/A</div> Enter number of Exempt) If "Exempt" is entered above, reason for exemption.  n/a  <div style="border: 1px solid black; padding: 5px; width: fit-content;">           Contractor has _____ has not _____ timely            filed with the Attorney General's Charities            Bureau all required periodic or annual written            reports.         </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____
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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 his contract".  
 GRANTEE:  
 BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date: \_\_\_\_\_

<u>ATTORNEY GENERAL'S SIGNATURE</u>  _____ Title: _____ Date: _____	<u>COMPTROLLER'S SIGNATURE</u>  _____ Title: _____ Date: _____
---	--

**Project No.**  
E13-1049-D00

**Grantee Name**  
Suffolk County

02/03/2014

**ward Contract**

**Object No.**  
E13-1049-D00

**Grantee Name**  
Suffolk County

02/03/2014

**Project No.**  
E13-1049-D00

**Grantee Name**  
Suffolk County

02/03/2014

**udget Summary by Participant**

Suffolk County  
Suffolk County Police Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime for Counter-Terrorism Investigations - Requires DHS Approval	1	\$81,633.00	\$81,633.00	\$81,633.00	\$0.00
Total				\$81,633.00	\$81,633.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Benefits for Counter-Terrorism Investigations	1	\$24,367.00	\$24,367.00	\$24,367.00	\$0.00
Total				\$24,367.00	\$24,367.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Additional Data Storage Equipment for LPR & GIS Projects	04HW-01-INHW	1	\$30,000.00	\$30,000.00	\$30,000.00	\$0.00
2	Cell Phone Investigative System	13LE-00-SURV	1	\$70,000.00	\$70,000.00	\$70,000.00	\$0.00
3	CBRNE Specialized Mission Vehicle - DHSES Approved 8/27/13	12VE-00-MISS	1	\$38,000.00	\$38,000.00	\$38,000.00	\$0.00
4	Vehicle Mounted License Plate Reader Units (SHF)	13LE-00-SURV	1	\$36,000.00	\$36,000.00	\$36,000.00	\$0.00
Total					\$174,000.00	\$174,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$280,000.00	\$280,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$280,000.00	\$280,000.00	\$0.00

**APPENDIX C  
PAYMENT AND REPORTING SCHEDULE**

for All Grantees:

**PAYMENT PROVISIONS**

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.

**Payment and Recoupment Language**

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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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.

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

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

iv. 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.

Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NY State Division of Homeland Security and Emergency Services  
Attention: Contracts Unit  
State Office Building Campus – Bldg. 7A  
220 Washington Avenue, Suite 610  
Albany, NY 12242

## REPORTING PROVISIONS

### 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

**Work Plan**

**Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

**Objective #1**

IS & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - CBRNE Detection, Response and Decontamination

Target Capability

Primary - Counter-Terror Investigation and Law Enforcement

Enhance capabilities to respond to all-hazards events (1.4).

**Task #1 for Objective #1**

Purchase allowable CBRNE equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**Performance Measure**

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced explosive detection 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 #2**

IS & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Counter-Terrorism and Law Enforcement

Target Capability

Primary - Counter-Terror Investigation and Law Enforcement

Secondary - Communications

Secondary - Emergency Public Safety and Security Response

Secondary - Intelligence/Information Sharing and Dissemination

Develop/enhance interoperable communication system (4.3).

**Task #1 for Objective #2**

Purchase allowable counterterrorism investigative equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**Performance Measure**

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced counterterrorism and 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 #3**

IS & 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 (4.2).

**Task #1 for Objective #3**

Conduct DHS-approved organizational activities.

**# Performance Measure**

1 Organizational activities conducted. Provide brief narrative reporting organizational activities completed and describe how the project enhances the counterterrorism initiatives in the region.

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  
GENERAL TERMS AND CONDITIONS

1. 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.

2. 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.

3. 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).

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

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

6. 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.

2. 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).

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

4. 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.

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.

5. 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.

6. Notice:

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

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

g) 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.

h) 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.

7. 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.

8. 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.

9. 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.

**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.

**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.

**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.

**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.

**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.

**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.<sup>1</sup>

**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.

**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.

**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.

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.

## 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:**

**) 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.

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

**i)** 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

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.

h) 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.

## g. Termination:

### 1) Grounds:

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

ii) 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.

iii) 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.

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

v) 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.

vi) 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:

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

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

ii) 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:

i) 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.

) 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.

) 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:

- ) the repayment to the State of any monies previously paid to the Contractor; or
- ) the return of any real property or equipment purchased under the terms of the Contract; or
- ) 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.

. 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.

## I. PAYMENT AND REPORTING

. Terms and Conditions:

) 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.

) 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.

) 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.

) 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](http://www.osc.state.ny.us/epay/index.htm), by email at [punit@osc.state.ny.us](mailto:punit@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.

) 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.

) 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.

) 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.

i. Advance Payment and Recoupment:

) 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).

) 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.

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.

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

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.

#### Claims for Reimbursement:

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.

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

) 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.

) 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.

) 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.

) Milestone/Performance Reimbursement:<sup>2</sup> 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.

) Fee for Service Reimbursement:<sup>3</sup> 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.

) Rate Based Reimbursement:<sup>4</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

) Scheduled Reimbursement:<sup>5</sup> DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule),

) Fifth Quarter Payments:<sup>6</sup> 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

authority, Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

) 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.

) 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.

) 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.

#### j. Identifying Information and Privacy Notification:

) 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.

) 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.

#### k. Refunds:

) 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.

) 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.

l. 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.

#### m. Program and Fiscal Reporting Requirements:

) 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.

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

) 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:

**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.

**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.).

**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.

**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).

**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).

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:

**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.

**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.

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).

#### I. Notification of Significant Occurrences:

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.

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.

#### 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

ate, integrity, experience, ability prior performance, and financial capacity.

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.

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.

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.

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.

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>.

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.

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 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.

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.

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 bidder manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

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.

A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(l)(7)(d) or (e) 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.

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.

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.

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 the same 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.

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 our 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.

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.

DHSES shall provide the Contractor with written notice of noncompliance.

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.

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.

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 as 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.

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.

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.

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.

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.

## V. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

### A. Contractor as an Independent Contractor/Employees:

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.

) 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.

#### . Subcontractors:

) 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.

) 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.

) 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.

) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

) 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.

) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to HSES, 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.

#### . Use of Material, Equipment, or Personnel:

) 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.

) 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.

#### . Property:

) 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.

) 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.

) 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.

) 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.

) 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.

) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

) 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.

) 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.

) 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:

) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

) 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.

) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

) The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### 5. Records and Audits:

##### ) General:

) 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).

) 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:

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.

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.

non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

) 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.

) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87(2)(b) of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records would 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.

) 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.

) Cost Allocation:

) 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.

) 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.

) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

) 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).

3. Publicity:

) 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.

) 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.

**Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 12 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:

) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

) 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;

) 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;

) 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

) 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.

**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 in its procurement contracts.

) 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:

1) 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;

) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

) 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

) 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.

#### . Workers' Compensation Benefits:

) 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.

) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

4. 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:

- ) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- ) any debts owed for UI contributions, interest, and/or penalties;
- ) the history and results of any audit or investigation; and
- ) 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.

#### J. Vendor Responsibility:

) 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.

) 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.

) 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.

l) 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.

) 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.

) 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:

- ) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- ) the State's discovery of any material information which pertains to the Contractor's responsibility.

) 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.

1. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and 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.

2. Consultant Disclosure Law:<sup>7</sup> 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.

3. 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.

4. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

#### 1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to 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.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor'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, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

#### 2) Contract Goals

a) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract workplan.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following

Internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

#### ) Equal Employment Opportunity (EEO)

Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

Contractor shall comply with the following provisions of Article 15-A:

Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

The Contractor's EEO policy statement shall include the following, or similar, language:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

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.

The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### ) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### ) Workforce Employment Utilization Report

Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance

WBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized under the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

#### ) MWBE Utilization Plan

) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of WBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, HSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### ) Waivers

the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Utilization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### ) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### ) Liquidated Damages - MWBE Participation

) Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

) Such liquidated damages shall be calculated as an amount equaling the difference between:

- . All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- . All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

#### ) M/WBE AND EEO Policy Statement

) The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

#### M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- 1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in efficient time for review by prospective M/WBEs.

) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EO

) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

) This organization shall state in all solicitation 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 disability or marital status.

) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

) Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

#### F. FEDERALLY FUNDED GRANT REQUIREMENTS

1. 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.

2. 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.

3. 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

3 prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

. 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:

) Administrative Requirements:

- ) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- ) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

) Cost Principles:

- ) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- ) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- ) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- ) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

) Audit Requirements:

- ) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

) Affirmative steps shall include:

) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

3. 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.

4. 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.

. 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.

l. 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

not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-aided 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.

**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.

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.

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.

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.'

#### Accounting for Grant Expenditures:

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.).

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.

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.

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.

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-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.

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.

. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the contractor upon request.

#### . Equipment and Property:

) 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.

) 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.

) 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:

) 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.

) 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.

) 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.

) 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.

) 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:

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.

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.

Fee for Service is a rate established by the Contractor for a service or services rendered.

Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

) 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.

) 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

Contractor for the first payment period quarter of an anticipated renewal or new contract.

Not applicable to not-for-profit entities.

ER 09/13

certified by - on

**Project No.**

**Grantee Name**

E13-1049-D00

Suffolk County

02/03/2014

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Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph N; Section IV, paragraph A, parts 1 and 2, and paragraph B, parts 1-6: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

Project No.  
E13-1049-D00

Grantee Name  
Suffolk County

02/03/2014

## Special Conditions

### ALL GRANT FUNDS:

#### Permissible Use of Funding

Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index.shtm>.

All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.

Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

#### Record Requirements

Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

#### Equipment Purchases

Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.ilis.dhs.gov/knowledgebase>).

Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.

The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

#### Training & Exercise Related Activities

Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.

All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

#### Law Enforcement Requirements

Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

#### EHP Requirements

Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to

findings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.

Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify EMA and the appropriate State Historic Preservation Office.

Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

#### Equipment Maintenance Requirements

Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

#### New York State Emergency Management Certification and Training Program

Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.

All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Intro. Reso. No. **1225-14**  
Introduced by Presiding Officer on request of the County Executive

Laid on Table **3/4/14**

**RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$21,235 IN FEDERAL PASS -THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S MOTORCYCLE SAFETY EDUCATION AND ENFORCEMENT PROGRAM WITH 78% SUPPORT**

**WHEREAS**, the State of New York Governor's Traffic Safety Committee has awarded \$21,235 in Federal Highway Safety pass-through monies to fund a program allowing the Suffolk County Police Department to continue to conduct enforcement and education activities to effectively reduce the number of motorcycle fatalities in Suffolk County; and

**WHEREAS**, the operational period for this program will be from October 1, 2013, through September 30, 2014; and

**WHEREAS**, said grant funds totaling \$21,235 have not been included in the 2014 Suffolk County Operating Budget; now, therefore, be it

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

<b><u>REVENUE:</u></b>	<b><u>AMOUNT</u></b>
115-4332-Federal Aid: Motorcycle Safety Education and Enforcement 2014	\$21,235

**ORGANIZATIONS:**

**Police Department (POL)  
Motorcycle Safety Education and Enforcement 2014  
115-POL-3642**

<b><u>1000-Personal Services</u></b>	<b><u>\$20,000</u></b>
1120-Overtime Salaries	20,000
<b><u>3000-Supplies Materials &amp; Others</u></b>	<b><u>\$ 500</u></b>
3040-Printing	500
<b><u>4300-Travel</u></b>	<b><u>\$ 735</u></b>
4340-Travel Other Contracts	735

and be it further

**2<sup>nd</sup> RESOLVED**, that the employee benefits of \$5,970 associated with the overtime salaries for this grant are included in the 2014 Suffolk County Operating Budget; and be it further

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

DATED:

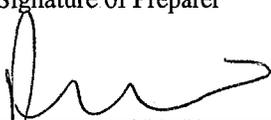
APPROVED BY:

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

Date of Approval:

1665

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <b>XX</b> Local Law _____      Charter Law _____		
2. Title of Proposed Legislation		
<b>ACCEPTING &amp; APPROPRIATING A GRANT IN THE AMOUNT OF \$21,235 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S MOTORCYCLE SAFETY EDUCATION AND ENFORCEMENT PROGRAM WITH 78% SUPPORT.</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? <b>Yes XX No</b>		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
<input checked="" type="radio"/> <b>County</b>	<input type="radio"/> <b>Town</b>	<input type="radio"/> <b>Economic Impact</b>
<input type="radio"/> <b>Village</b>	<input type="radio"/> <b>School District</b>	<input type="radio"/> <b>Other (Specify):</b>
<input type="radio"/> <b>Library District</b>	<input type="radio"/> <b>Fire District</b>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The resolution provides \$21,235 for participation in Motorcycle Safety Education and Enforcement		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between October 1, 2013 and September 31, 2014.		
8. Proposed Source of Funding		
NY Governor's Traffic Safety Committee (Federal pass-through)		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		2-25-14

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

1225

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	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	2013 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	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, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1225

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Accepting and appropriating a grant in the amount of \$21,235 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee for the Suffolk County Police Department's Motorcycle Safety Education and Enforcement Program with 78% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept \$21,235 in grant funding to support the Suffolk County Police Department's program to improve motorcycle safety through enhanced enforcement and education in Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept Federal pass-through funding in the amount of \$21,235 to be used to support enhanced enforcement of motorcycle safety laws and educational activities concerning motorcycle safety in Suffolk County.

JUSTIFICATION: The Suffolk County Police Department enforces NYS Vehicle and Traffic Law regulations with regard to motorcycle operation and provides motorcycle safety education in Suffolk County. Acceptance of this funding will support enhanced efforts to increase motorcycle safety and decrease motorcycle fatalities in Suffolk County.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately \$5,970 will be incurred through September 30, 2014. Additional costs will only be incurred if the program receives funding in subsequent years.

COUNTY OF SUFFOLK

1225



STEVEN BELLONE  
COUNTY EXECUTIVE

EDWARD WEBBER  
POLICE COMMISSIONER

**POLICE DEPARTMENT**

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

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

**DATE:** February 18, 2014

**SUBJECT:** Resolution Packets & SCIN Forms for  
Motorcycle Safety Education and Enforcement 2014  
Project Number: HS1-2014-Suffolk Co PD-00306-(052)

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Attached please find the following for the Governor's Traffic Safety Committee sponsored Motorcycle Safety Education and Enforcement 2014 Grant Program:

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

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

MW/sck

Att. Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
Evelyn Creen, Senior Federal & State Aid Claims Examiner  
Angela Kohl, Senior Accountant

**ACCREDITED LAW ENFORCEMENT AGENCY**

Visit Us Online at [www.suffolkpd.org](http://www.suffolkpd.org)  
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS  
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS  
30 Yaphank Avenue, Yaphank, New York 11980 - (631) 852-6000



1225

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation  
Resolution X                      Local Law                           Charter Law     

2. Title of Proposed Resolution  
Accepting & appropriating a grant in the amount of \$21,235 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee for the Suffolk County Police Department's Motorcycle Safety Education and Enforcement program with 78% support.

3. Purpose of Proposed Legislation  
To accept \$21,235 from the State of New York Governor's Traffic Safety Committee to continue to fund the Suffolk County Police Department's efforts to increase awareness of motorcycle safety issues through enforcement of NYS Vehicle and Traffic Law regulations and education concerning motorcycle safety.

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

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

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

6. If answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:  
Non-reimbursable employee benefit costs of approximately \$5,970 will be incurred through September 30, 2014. Additional costs will only be incurred if the program receives funding in subsequent years.

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

9. Timing of Impact  
Immediate

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

Susan C. Krause Grants Analyst		2/10/14
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ANDREW M. CUOMO  
Governor

1725  
STATE OF NEW YORK  
GOVERNOR'S TRAFFIC SAFETY COMMITTEE  
DEPARTMENT OF MOTOR VEHICLES



BARBARA J. FIALA  
Chair

October 24, 2013

Sarah Furey  
Sr. Grants Analyst  
Suffolk County Police Department  
30 Yaphank Avenue  
Yaphank, New York 11980-9641

Re: HS1-2014-Suffolk Co PD -00306-(052)  
Motorcycle Safety Education and Enforcement 2014  
DMV01-T005061-3700393  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2013

Dear Ms. Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that Suffolk County has been awarded \$21,235 to participate in New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

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

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

Sincerely,

Barbara J. Fiala  
Chair and  
Commissioner of Motor Vehicles

BJF:sms  
Enclosure  
cc: Jeffrey Goldberg

<b>COORDINATION OF GRANT APPLICATION OR CONTRACT</b> County of Suffolk		<b>DATE 2/10/2014</b>
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

**I. BACKGROUND INFORMATION**

1. Grant Title: **Motorcycle Safety Education and Enforcement 2014**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) P.L. 112-141, Title I-Motor Vehicle and Highway Safety Improvement Act of 2012, Section 31105, 23 U.S.C. 402, P.L.113-73, Consolidated Appropriations Act, 2014,, administered by the New York State Governor's Traffic Safety Committee Department of Motor Vehicles

3. Grant/Contract Status (Check One Box)  
 A.  New Program Application  
 B.  Renewal Application  
 C.  Supplemental (Specify) \_\_\_\_\_  
 D.  Extension of Funding Period  
 E.  Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)  
 Grant funding will support the Suffolk County Police Department's continuing efforts to increase awareness of motorcycle safety issues through the enforcement of NYS Vehicle and Traffic Law regulations concerning motorcycle safety as well as through educational presentations.

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

**II. BUDGET INFORMATION**

1. Term of Contract From: 10/01/13 To: 09/30/14

2. Financial Assistance Requested

SOURCE	SEVENTH FUNDING CYCLE		EIGHTH FUNDING CYCLE		NINTH FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$21,500	81.53%	\$20,500	79.30%	\$21,235	78%
State	\$		\$	%	\$	%
Private	\$	%	\$	%	\$	%
County	\$4,870	18.47%	\$5,350	20.70%	\$5,970	22%
<b>Total</b>	<b>\$26,370</b>	<b>100%</b>	<b>\$25,850</b>	<b>100%</b>	<b>\$27,205</b>	<b>100%</b>

3. Explanation of Requested County Financial Assistance			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$5,970	\$	\$5,970
A. Cash Contribution	\$5,970	\$	\$5,970
B. In-Kind Contribution	\$0	\$0	\$0
4. Total Number of New Positions Requested 0		5. Can This Program Be Refunded by the Proposed Non-County Sources?  X YES NO	
6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)  Some additional indirect costs resulting from administrative oversight may be incurred.			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?  In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.			
8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 1/2" X 11" sheet).  N/A			
<b>III. COUNTY EXECUTIVE'S OFFICE REVIEW</b>			
1. Intergovernmental Relations Division Review:	Approved _____ Disapproved _____	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved _____	6. Signature of Budget Director	7. Date
8. Comments			



GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2014

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		5,970 5,680 290		These expenses are not eligible for funding under this program.
OTHER (List Source & Brief Explanation)				

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

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Police Officer Sergeant	6	\$91.34/hr. OT \$103.55/hr. OT	Various Various	100% 100%		

Personal Services: Sworn Officers

---

Job Title

Sworn Officers

Full Time

Part Time

This job title is 100% funded by this grant:

Yes  No

Check if OT

Salary Amount

\$20,000

Fringe Amount

\$0

Total Amount

\$20,000

Commodities: Motorcycle safety informational handouts

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Item Motorcycle safety informational handouts

Dollar Amount \$500

Reason

Printing costs to produce double sided handouts to be given to individuals during checkpoints or traffic stops. In the past, one side lists motorcycle fatal crash statistics, and the other shows photos of legal DOT approved helmet and an unapproved helmet. GTSC logo is included, as well as GTSC funding attribution. GTSC approval on proof copy to be received prior to printing.

Travel: In-State: NY Highway Safety Symposium

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Description NY Highway Safety Symposium

Dollar Amount \$735

Reason

Costs for one person from SCPD to attend the above conference in October 2014. Cost estimates based on 2013 location in Liverpool, NY. Lodging for one @ \$155 per night for three nights (\$465), gas and tolls (\$180), SCPD contractual per diem meal allowance (\$30/day x 1 people x 3 days = \$90)

Intro. Reso. No. 1226-14  
Introduced by Presiding Officer on request of the County Executive

Laid on Table 3/4/14

**RESOLUTION NO. -2014, ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF \$218,925 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2013 BOMB SQUAD INITIATIVE PROGRAM WITH 96.41% SUPPORT.**

**WHEREAS**, the New York State Division of Homeland Security and Emergency Services has made \$218,925 in Federal pass-through funds from the 2013 State Homeland Security (SHSP) grant program available to Suffolk County for the 2013 Bomb Squad Initiative Program to be administered by the Suffolk County Police Department; and

**WHEREAS**, this program is designed to assist law enforcement in the detection, prevention, deterrence, and response to terrorist attacks and IED incidents; and

**WHEREAS**, the operational period of the Program will be from November 7, 2013 through August 31, 2015; and

**WHEREAS**, said grant funds have not been included in the 2014 Suffolk County Operating Budget; now, therefore be it

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

<b>REVENUE:</b>	<b><u>AMOUNT</u></b>
115-4372- Federal Aid: 2013 Bomb Squad Initiative	\$218,925

**ORGANIZATIONS:**

**Police Department (POL)  
2013 Bomb Squad Initiative  
115-POL-3674**

<b><u>1000-Personal Services</u></b>	<b><u>\$27,272</u></b>
1120- Overtime Salaries	27,272

<b><u>2000 - Equipment</u></b>	<b><u>\$191,653</u></b>
2500 - Other Equipment Not Otherwise	191,653

and be it further

**2<sup>nd</sup> RESOLVED**, that the non-reimbursable fringe benefits of approximately \$8,141 associated with the overtime salaries for this grant are included in the 2014 Suffolk County Operating Budget; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Homeland Security and Emergency Services.

**DATED:**

**APPROVED BY:**

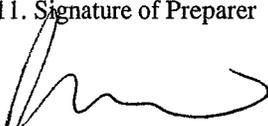
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**County Executive of Suffolk County**

**Date of Approval:**

177b

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>ACCEPTING &amp; APPROPRIATING A GRANT IN THE AMOUNT OF \$218,925 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2013 BOMB SQUAD INITIATIVE PROGRAM WITH 96.41% SUPPORT.</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? <b>Yes <u>XX</u> No</b>		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<b>County</b>	<b>Town</b>	<b>Economic Impact</b>
<b>Village</b>	<b>School District</b>	<b>Other (Specify):</b>
<b>Library District</b>	<b>Fire District</b>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The resolution provides \$218,925 for participation in the bomb squad initiative program		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between November 7, 2013 and August 31, 2015.		
8. Proposed Source of Funding		
NYS Division of Homeland Security (Federal Pass-through)		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		2-25-14

1226

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

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	\$0	\$0.00		\$0.000

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1226

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Accepting & appropriating a grant in the amount of \$218,925 in Federal pass-through funding from the New York State Division Of Homeland Security and Emergency Services for the 2013 Bomb Squad Initiative program with 96.41% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept \$218,925 in grant funding to support the purchase of equipment and the provision of training designed to enhance the Suffolk County Police Department Bomb Squad's capabilities in the areas of detection, prevention, deterrence, and response to terrorist attacks.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept pass-through Federal funding in the amount of \$218,925 to be used to enhance the Suffolk County Police Department Bomb Squad's capabilities in the areas of detection, prevention, deterrence, and response to terrorist attacks.

JUSTIFICATION: The Police Department responds to terrorist and Improvised Explosive Device (IED) events. In order to be effective in the areas of detection, prevention, deterrence, and response with regard to these events it is necessary that the Department be adequately equipped and trained. This funding will support the purchase of proper equipment and training so as to insure the safety of the citizens of Suffolk County and the officers charged with their protection.

# COUNTY OF SUFFOLK



1226

STEVEN BELLONE  
COUNTY EXECUTIVE

EDWARD WEBBER  
POLICE COMMISSIONER

## POLICE DEPARTMENT MEMORANDUM

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

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

**DATE:** February 18, 2014

**SUBJECT:** Resolution Packets & SCIN Forms for  
The 2013 Bomb Squad Initiative grant program  
DHSES # WM13152831

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Attached please the following for the New York State Division of Homeland Security and Emergency Services sponsored 2013 Bomb Squad Initiative grant program:

- ❖ Draft Grant Resolution
- ❖ Memorandum of Support
- ❖ Grant SCIN Forms
- ❖ Request for Introduction of Legislation
- ❖ Financial Impact Statement
- ❖ Copy of the proposed contract between Suffolk County and the New York State Division of Homeland Security and Emergency Services

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042, or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

MW/sck  
Att.

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
Evelyn Creen, Senior Federal & State Aid Claims Examiner



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





<b>3. Explanation of Requested County Financial Assistance</b>			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$ 8,141	\$	\$8,141
A. Cash Contribution	\$8,141	\$	\$8,141
B. In-Kind Contribution	\$	\$	\$
4. Total Number of New Positions Requested      0		5. Can This Program Be Refunded by the Proposed Non-County Sources?	
		X	YES                      NO
6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)			
Some additional indirect costs resulting from administrative oversight may be incurred.			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?			
In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.			
8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).			
<b>III. COUNTY EXECUTIVE'S OFFICE REVIEW</b>			
1. Intergovernmental Relations Division Review:	Approved	2. Signature of Coordinator	3. Date
	Disapproved		
4. Comments			
5. Budget Office Review:	Approved	6. Signature of Budget Director	7. Date
	Disapproved		
8. Comments			

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2014

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
<b>1000 PERSONAL SERVICES:</b> 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	<b>27,272</b>  27,272			
<b>2000 EQUIPMENT:</b> 2010 Furniture & Fixtures 2020 Office Machines 2040 Trucks, Trailers and Jeeps 2070 Cameras and Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise	<b>191,653</b>  191,653			
<b>3000 SUPPLIES MATERIALS &amp; OTHERS:</b> 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3120 Small Tools & Automotive Maintenance 3160 Computer Software 3190 Tools & Implements 3330 Food 3500 Other Unclassified 3680 Repairs: Special Equipment				
<b>4000 UTILITIES:</b> 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				
<b>4300 TRAVEL:</b> 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2014

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		8,141 7,745 396		These costs are not reimbursable under this grant program
OTHER (List Source & Brief Explanation)				

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Sergeant Police Officer	6	103.55 HR/OT 91.34 HR/OT	Various Various	100% 100%		

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

1. Type of Legislation

Resolution  X

Local Law    

Charter Law    

2. Title of Proposed Resolution

Accepting & appropriating a grant in the amount of \$218,925 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2013 Bomb Squad Initiative Program with 96.41% support.

3. Purpose of Proposed Legislation

To accept \$218,925 from the New York State Division of Homeland Security and Emergency Services which will provide for training and specialized equipment purchases designed to enhance the ability of the Suffolk County Police Department Emergency Service Section Bomb Squad to detect, to prevent, to deter, and to respond to terrorist activities and IED incidents.

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

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

County

Town

Economic Impact

Village

School District

Other (specify):

Library District

Fire District:

6. If answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

Non-reimbursable employee benefits costs on overtime of \$8,141 will be incurred through August 31, 2015. Additional costs will only be incurred if the program receives funding in subsequent years.

8. Proposed Source of Funding

New York State Division of Homeland Security and Emergency Services

9. Timing of Impact

Immediate

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

Susan C. Krause  
Grants Analyst



2/11/2014

**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:** C152831  
(Contract Number)

**ORIGINATING AGENCY CODE:** 01077

**GRANTEE/CONTRACTOR:** (Name & Address)  
Suffolk County  
1 Lee Dennison Building  
100 Veterans Memorial Highway  
Sauppauge, NY 11788

**TYPE OF PROGRAMS:** WM2013 SHSP  
**CFDA NUMBER:** 97.067  
**DHSES NUMBERS:** WM13152831

**FEDERAL TAX IDENTIFICATION NO:** 11-6000464  
**MUNICIPALITY NO:** (if applicable) 470100000 000  
**SFS VENDER NO:** 1000000809

**INITIAL CONTRACT PERIOD:**  
FROM 11/07/2013 TO 08/31/2015  
**FUNDING AMOUNT FOR INITIAL PERIOD:** \$218,925.00

**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
- APPENDIX A1 Agency-specific Clauses
- APPENDIX B Budget
- APPENDIX C Payment and Reporting Schedule
- 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**

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

**COMPTROLLER'S SIGNATURE**

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

**Project No.**  
3S13-1009-D00

**Grantee Name**  
Suffolk County

01/30/2014

Project No.  
S13-1009-D00

Grantee Name  
Suffolk County

01/30/2014

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

GENERAL TERMS AND CONDITIONS

A. 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.

B. 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.

C. 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-1
- 2) Modifications to the Face Page
- 3) Modifications to Appendices B, C and D
- 4) The Face Page
- 5) Appendices B, C and 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.

. 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).

i. 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.

. 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.

I. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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

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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.<sup>1</sup>

N. 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.

O. 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.

P. 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.

Q. 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 (v) plan for implementation of a program, (vi) insufficient staff resources to implement a program, (vii) establish a schedule for the implementation of a program or (viii) anticipate any other reasonably foreseeable circumstance.

) 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.

## 2) Termination:

### ) Grounds:

- i) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- ii) 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.
- iii) 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.
- iv) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- v) 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.
- vi) 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.

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:

- the repayment to the State of any monies previously paid to the Contractor; or
- the return of any real property or equipment purchased under the terms of the Contract; or
- 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.

**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.

## I. PAYMENT AND REPORTING

### Terms and Conditions:

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.

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.

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.

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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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.

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.

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.

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:

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).

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.

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.

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

covered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be returned to the Contractor to the State.

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.

#### Claims for Reimbursement:

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.

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

**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.

**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.

**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.

**Milestone/Performance Reimbursement:**<sup>2</sup> 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.

**Fee for Service Reimbursement:**<sup>3</sup> 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.

**Rate Based Reimbursement:**<sup>4</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

**Scheduled Reimbursement:**<sup>5</sup> DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule),

**Fifth Quarter Payments:**<sup>6</sup> 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

ceed the budget 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.

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.

#### Identifying Information and Privacy Notification:

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) UNS 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.

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.

#### Refunds:

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.

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.

**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.

#### 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

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.)

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.

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).

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).

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:

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.

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.

g) 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.

Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor 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.

) 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.

) 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.

) 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>.

) 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 warrant the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

) 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 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.

) 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.

) 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).

i) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

ii) 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.

iii) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(1)(7)(d) or (e) 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

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.

i) 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.

j) 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

. Subcontractors:

) 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.

) 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.

) 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.

) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

) 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.

) 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.

. Use of Material, Equipment, or Personnel:

) 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.

) 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.

. 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

its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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.

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:

For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

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.

Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

Records and Audits:

General:

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).

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:

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.

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.

non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

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.

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.

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:

) 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.

) 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.

) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

2. 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).

### 3. 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

c) 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.

Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 12 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:

) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

) 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;

) 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;

) 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

) 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 and be covered by the provisions of the Workers' Compensation Law.

If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**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.

**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 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

ade a preliminary determination of non-responsibility. The State shall detail the reasons for such determination. The State shall provide the Contractor with an opportunity to be heard.

**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.

**Consultant Disclosure Law:**<sup>7</sup> 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.

**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 8, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the timing 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.

**Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)**

#### 1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to 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.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor'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, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

#### 2) Contract Goals

a) For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract workplan.

b) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

#### 3) Equal Employment Opportunity (EEO)

a) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or

provisions conflict with applicable law or regulations, such laws and regulations shall prevail.

Contractor shall comply with the following provisions of Article 15-A:

Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

The Contractor's EEO policy statement shall include the following, or similar, language:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

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.

The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d) Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

4) MWBE Utilization Plan

a) The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier

Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of WBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, HSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### Waivers

the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Utilization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may sue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 1) MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 2) Liquidated Damages - MWBE Participation

Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

Such liquidated damages shall be calculated as an amount equaling the difference between:

- All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

#### 3) M/WBE AND EEO Policy Statement

The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

#### M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

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This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

This organization shall state in all solicitation 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.

At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that each union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

#### FEDERALLY FUNDED GRANT REQUIREMENTS

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.

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.

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.

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.

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)

Audit Requirements:

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

3. 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.

1. 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.

. 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.

J. 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.

K. 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.

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.

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 present 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.

#### Accounting for Grant Expenditures:

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 part of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

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.

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.

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.

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-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.

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.

Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

#### O. 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 an appropriate equipment payment. Property must be taken and the results reconciled with the property records at least once every two (2) years.

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:

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.

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.

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.

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.

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:

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.

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.

Fee for Service is a rate established by the Contractor for a service or services rendered.

Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

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.

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.

Not applicable to not-for-profit entities.

VER 09/13

Certified by - on

**Budget Summary by Participant**

Suffolk County  
Suffolk County Police Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime/Backfill for Training (Regional UXO Course)	1	\$27,272.00	\$27,272.00	\$27,272.00	\$0.00
Total				\$27,272.00	\$27,272.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Remotec F6 Controller Upgrade	03OE-07-ROBT	1	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00
2	Bomb Suit, Helmet, Visor and Related Items	02PE-01-SRCH	1	\$64,000.00	\$64,000.00	\$64,000.00	\$0.00
3	XRS 4 X-ray Systems	15IN-00-XRAY	2	\$8,000.00	\$16,000.00	\$16,000.00	\$0.00
4	Explosive Storage Day Box	02EX-00-TCVV	1	\$450.00	\$450.00	\$450.00	\$0.00
5	Allen Vanguard HAL Accessory Kits	02EX-02-TLRO	4	\$4,724.75	\$18,899.00	\$18,899.00	\$0.00
6	Robotex Avatar Robot	03OE-07-ROBT	1	\$63,804.00	\$63,804.00	\$63,804.00	\$0.00
7	PAN Disrupter	02EX-00-EXEN	1	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00
8	X-ray Grid Aim System	15IN-00-XRAY	1	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00
Total					\$191,653.00	\$191,653.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$218,925.00	\$218,925.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$218,925.00	\$218,925.00	\$0.00

APPENDIX C  
PAYMENT AND REPORTING SCHEDULE

for All Grantees:

## PAYMENT PROVISIONS

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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto: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

aw. 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.

. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NY State Division of Homeland Security and Emergency Services  
Attention: Contracts Unit  
State Office Building Campus – Bldg. 7A  
220 Washington Avenue, Suite 610  
Albany, NY 12242

## . REPORTING PROVISIONS

### v. 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

SHSP

**Award Contract**

**Project No.**

IS13-1009-D00

**Grantee Name**

Suffolk County

01/30/2014

**Work Plan**

**Goal**

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks involving explosive devices.

**Objective #1**

**Priority & T Workplan Code** - 18. Establish/enhance explosive ordnance disposal units/bomb squads.

**Investment Justification** - Counter-Terrorism and Law Enforcement

**Target Capability**

Primary - Explosive Device Response Operations

To enhance explosive ordnance disposal units/bomb squads (1.11).

**Task #1 for Objective #1**

Purchase allowable bomb squad equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in 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 explosive ordnance disposal/bomb squad capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

**Task #2 for Objective #1**

Conduct and/or participate in allowable explosive device response operations training.

**# 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.

**Award Contract**

**SHSP**

**Project No.**

**Grantee Name**

BS13-1009-D00

Suffolk County

01/30/2014

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Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph N; Section IV, paragraph A, parts 1 and 2, and paragraph B, parts 1-6: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

**Special Conditions****ALL GRANT FUNDS:****1. Permissible Use of Funding**

- 1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index.shtml>.
- 2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.
- 3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

**2. Record Requirements**

- 1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
- 2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

**3. Equipment Purchases**

- 1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.llis.dhs.gov/knowledgebase>).
- 2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using HSGP funds.
- 3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

**4. Training & Exercise Related Activities**

- 1. Any non-DHS training course to be supported by this award must be submitted to DHSES for approval.
- 2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
- 3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

**E. Law Enforcement Requirements**

- 1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
- 2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
- 3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

**F. EHP Requirements**

- 1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
- 2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to

- ...ings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the review.
- .. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
  - .. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify EMA and the appropriate State Historic Preservation Office.
  - .. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhSES.ny.gov/grants/#ehp>

### 3. Equipment Maintenance Requirements

- .. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

### 4. New York State Emergency Management Certification and Training Program

- .. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
- .. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.
4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

## II. ADDITIONAL REQUIREMENTS FOR TARGETED GRANT PROGRAMS:

### A. Bomb Squad Initiative

1. For the performance period of this grant, all bomb squads awarded grant funds by DHSES must establish, maintain and, when requested by DHSES, demonstrate the capability to wirelessly transmit radiological spectra data files from the field in real-time. These files must be transmitted to designated 'reach-back' and scientific support elements in the Domestic Nuclear Detection Office (DNDO's) 'Securing the Cities' Initiative or New York Statewide Radiological Detection and Interdiction Program. As necessary, funds from this award can be utilized to establish and/or maintain this capability as budgeted in approved Appendix B Project Budget.
2. All bomb squads awarded grant funds by DHSES are required to use the Bomb Arson Tracking System (BATS) to account for their squad's incidents.

**RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$132,020 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE TO ENFORCE MOTOR VEHICLE PASSENGER RESTRAINT AND AGGRESSIVE DRIVING REGULATIONS WITH 77.45% SUPPORT**

**WHEREAS**, the State of New York Governor's Traffic Safety Committee (GTSC) has awarded \$132,020 in Federal Highway Safety pass-through funds to the Suffolk County Police Department to continue its initiative to target enforcement of motor vehicle passenger restraint regulations and aggressive driving regulations; and

**WHEREAS**, this grant program replaces and consolidates the former GTSC grant programs of Buckle-Up and STEP; and

**WHEREAS**, the operational period for this program will be from October 1, 2013, through September 30, 2014; and

**WHEREAS**, said grant funds totaling \$132,020 have not been included in the 2014 Suffolk County Operating Budget; now, therefore, be it

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

<u>REVENUES:</u>	<u>AMOUNT</u>
115-4389-Federal Aid: Police Traffic Services (PTS) 2014	\$132,020

**ORGANIZATIONS:**

Police Department (POL)  
Police Traffic Services (PTS) 2014  
115-POL-3671

<b><u>1000-Personal Services</u></b>	<b><u>\$128,800</u></b>
1120-Overtime Salaries	128,800
<b><u>2000-Equipment</u></b>	<b><u>\$ 3,220</u></b>
2500-Other Equipment Not Otherwise	3,220

and be it further

**2<sup>nd</sup> RESOLVED**, that the non-reimbursable fringe benefits of approximately \$38,447 associated with the overtime salaries for this grant are included in the 2014 Suffolk County Operating Budget; and be it further

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

DATED:

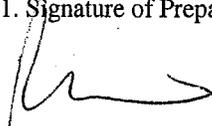
APPROVED BY:

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

Date of Approval:

1227

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____      Charter Law _____		
2. Title of Proposed Legislation		
<b>ACCEPTING &amp; APPROPRIATING A GRANT IN THE AMOUNT OF \$132,020 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE TO ENFORCE MOTOR VEHICLE PASSENGER RESTRAINT AND AGGRESSIVE DRIVING REGULATIONS WITH 77.45% SUPPORT.</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? <b>Yes <u>XX</u> No</b>		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
<b>County</b>	<b>Town</b>	<b>Economic Impact</b>
<b>Village</b>	<b>School District</b>	<b>Other (Specify):</b>
<b>Library District</b>	<b>Fire District</b>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The resolution provides \$132,020 for participation in Police Traffic Services		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between October 1, 2013 and September 30, 2014.		
8. Proposed Source of Funding		
New York State Governor's Traffic Safety Committee (Federal pass-through)		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		2-25-14

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

1227

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

1227

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Accepting and appropriating a grant in the amount of \$132,020 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee to enforce motor vehicle passenger restraint and aggressive driving regulations with 77.45% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept \$132,020 in grant funding to support the Suffolk County Police Department's program to target motor vehicle passenger restraint and aggressive driving enforcement Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept Federal pass-through funding in the amount of \$132,020 to be used to support enhanced enforcement of motor vehicle passenger restraint and aggressive driving in Suffolk County.

JUSTIFICATION: The Suffolk County Police Department enforces NYS Vehicle and Traffic Law regulations with regard to motor vehicle passenger restraint and aggressive driving in Suffolk County. Acceptance of this funding will support enhanced efforts to enforce laws and regulations concerning motor vehicle passenger restraint and aggressive driving in Suffolk County.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately \$38,447 will be incurred through September 30, 2014. Additional costs will only be incurred if the program receives funding in subsequent years.

# COUNTY OF SUFFOLK

1227

STEVEN BELLONE  
COUNTY EXECUTIVE



EDWARD WEBBER  
POLICE COMMISSIONER

## POLICE DEPARTMENT MEMORANDUM

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

**FROM:** Mark White, Chief of Support Services *Mark White*

**DATE:** February 18, 2014

**SUBJECT:** Resolution Packets & SCIN Forms for  
Police Traffic Services (PTS) 2014 grant program  
Project Number: PTS-2014-Suffolk Co PD -00178-(052)

Attached please find the following for the Governor's Traffic Safety Committee sponsored Police Traffic Services (PTS) 2014 Grant Program. This program is replacing the Buckle-Up and STEP programs:

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

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

MW/sck  
Att.

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
Evelyn Creen, Senior Federal & State Aid Claims Examiner



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





3. Explanation of Requested County Financial Assistance

<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$38,447		\$38,447
A. Cash Contribution	\$38,447	\$	\$38,447
B. In-Kind Contribution	\$0	\$0	\$0
4. Total Number of New Positions Requested 0	5. Can This Program Be Refunded by the Proposed Non-County Sources?  X YES NO		

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 1/2" X 11" sheet).

N/A

**III. COUNTY EXECUTIVE'S OFFICE REVIEW**

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

4. Comments

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

8. Comments

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2014

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
<b>1000 PERSONAL SERVICES:</b> 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	<b>128,800</b>  128,800			
<b>2000 EQUIPMENT:</b> 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise	<b>3,220</b>  3,220			
<b>3000 SUPPLIES MATERIALS &amp; OTHERS:</b> 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
<b>4000 UTILITIES:</b> 4010 Telephone & Telegraph				
<b>4300 TRAVEL:</b> 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2014

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		38,447 36,579 1,868		These expenses are not eligible for funding under this program.
OTHER (List Source & Brief Explanation)				

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

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Police Officer Sergeant	6	\$91.34/HR OT \$103.55/HR OT	Various Various	100% 100%		

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

1. Type of Legislation

Resolution  X                       Local Law                           Charter Law    

2. Title of Proposed Resolution

Accepting & appropriating a grant in the amount of \$132,020 from the State of New York Governor's Traffic Safety Committee, to enforce motor vehicle passenger restraint and aggressive driving regulations with 77.45% support.

3. Purpose of Proposed Legislation

To accept \$132,020 from the State of New York Governor's Traffic Safety Committee to continue to fund the Suffolk County Police Department's initiative targeting enforcement of motor vehicle passenger restraint and aggressive driving regulations. This program is replacing and consolidating the Buckle-Up and STEP programs.

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

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

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

6. If answer to Item 5 is "Yes," provide detailed explanation of impact:

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

Non-reimbursable employee benefit costs of approximately \$38,447 will be incurred through September 30, 2014. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding

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

9. Timing of Impact

Immediate

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

Susan C. Krause  
Grants Analyst



2/10/14



ANDREW M. CUOMO  
Governor

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



BARBARA J. FIALA  
Chair

December 23, 2013

Sarah Furey  
Sr. Grants Analyst  
Suffolk County Police Department  
30 Yaphank Avenue  
Yaphank, NY 11980-9641

Re: PTS-2014-Suffolk Co PD -00178-(052)  
Police Traffic Services  
Contract Number: C002138  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2013

Dear Ms Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County Police Department has been awarded \$132,020 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce aggressive, speeding, distracted and other dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller. Please review your approved budget as it may have been changed from the requested amount.

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

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Barbara J. Fiala  
Chair and  
Commissioner of Motor Vehicles

BJF:  
Enclosure  
cc: Jeffrey Goldberg  
Angela Kohl

<p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza Room 410 B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: C002138</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>SUFFOLK COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Police Traffic Services</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000000809 Federal Tax ID Number: 11-6000464 DUNS Number (if applicable): 078413306</p>	<p>AGENCY IDENTIFIER:</p> <p>PTS-2014-Suffolk Co PD -00178-(052)</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>20.600</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>SUFFOLK CO-009 330 CENTER DRIVE HAUPPAUGE, NY 11788</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>SUFFOLK CO-009 330 CENTER DRIVE HAUPPAUGE, NY 11788</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>SUFFOLK CO-009 330 CENTER DRIVE HAUPPAUGE, NY 11788</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:470100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C002138

Page 1 of 2

Master Grant Contract, Face Page

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

**CURRENT CONTRACT TERM:**

From: 10/01/2013 To: 09/30/2014

**CURRENT CONTRACT PERIOD:**

From: 10/01/2013 To: 09/30/2014

**AMENDED TERM:**

From: To:

**AMENDED PERIOD:**

From: To:

**CONTRACT FUNDING AMOUNT**

(*Multi-year* - enter total projected amount of the contract; *Fixed Term/Simplified Renewal* - enter current period amount):

CURRENT: \$ 132,020

AMENDED:

**FUNDING SOURCE(S)**

- State
- Federal
- Other

**FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:**  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants
- Attachment B:
  - B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: # C002138

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:  
SUFFOLK COUNTY OF

STATE AGENCY:  
New York State Governor's Traffic Safety Committee

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

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

Printed Name

Mary Arthur

Printed Name

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

Title: Program Manager

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

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

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

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

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

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

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

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) 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 Master 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 PROVISIONS**

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

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master 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 Master 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 Master 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 cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC 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 Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master 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.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).  
Contract Number: # C002138

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master 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 Master Contract shall attempt in good faith to reform the Master 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.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been 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.

**J. 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. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. 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 Master 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 Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. 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.

**L. 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 Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

**M. 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 Master 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 Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master 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 the State Agency 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 Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master 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 State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master 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.

**Q. Secular Purpose:** Services performed pursuant to the Master 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.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master 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.

**S. 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.<sup>3</sup>

**T. 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.

**U. 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.

**V. Federally Funded Grants:** All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master 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

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<sup>3</sup>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.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

## II. TERM, TERMINATION AND SUSPENSION

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

B. **Renewal:**

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master 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 Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master 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 Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master 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 Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master 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 Master 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 Master Contract as required in this Section and State Finance Law §179-t, the Master 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 Master Contract.

## C. Termination:

### 1. Grounds:

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

b) Cause: The State may terminate the Master 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 Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, 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 Master 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 Master 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 Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency 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 Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master 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 Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

### 4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master 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 Master 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 Master 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 Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency 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 Master Contract shall not be reimbursed.
3. 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 Attachment D (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 the State Agency, 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.
5. If travel expenses are an approved expenditure under the Master 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 Attachment D (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 (Attachment D) 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 Attachment D (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 Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (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 Attachment 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 Attachment D (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 Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency 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 Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency 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 Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> 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 Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

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<sup>4</sup> 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 Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>7</sup> 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 Master 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.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments.<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency 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 Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master 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 Master 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 Master Contract shall be submitted to the State Agency 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 the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency 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 Master 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

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<sup>8</sup> 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.

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 the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master 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 Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). 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 Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).
2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master 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 Master 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 Master 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 Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

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

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (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 Attachment D (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 Attachment C (Work Plan). 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 Attachment D (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 Attachment D (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 Master Contract, not later than the time period listed in Attachment D (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 Attachment C (Work Plan).
- (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 Attachment D (Payment and Reporting Schedule).

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

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

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (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 Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (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 the State Agency 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 Master 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 Master 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.

### **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 Master 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

Master Contract and/or any subcontract entered into under the Master 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 Master 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 Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master 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 Master 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 Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master 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 the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (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 Master Contract for any activity other than those provided for under the Master 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 Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master 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 Master 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 Master 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 Master 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 the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
  - e) A rental charge to the Master 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 Master 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 Master 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 Master 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 Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
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 Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master 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 the State Agency or State Agencies involved in the Master 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 Attachment A-2 (Federally Funded Grants).

**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 Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master 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 Master 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 Master Contract (but are not deliverable under the Master 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 V(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 Master 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 the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master 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 non-discrimination 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master 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 Master 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 Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master 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 the State Agency 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 Master Contract.

**N. Vendor Responsibility:**

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 Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master 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 Master 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 Master 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 Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master 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 Master 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 Master 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 the State Agency 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 Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:**<sup>9</sup> 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.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**

The Federal Fiscal Year 2014 Police Traffic Services grant program will provide funding to law enforcement agencies to conduct traffic enforcement. Participation in the national Click it or Ticket seat belt enforcement mobilization is required, as is having a current mandatory seat belt use policy in place for police officers of the department. This program will also fund agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. This objective is consistent with New York State's ongoing commitment to reduce motor vehicle crashes and their resulting injuries and deaths. Agencies must have a department seatbelt policy that requires seatbelt use by their officers (barring exigent circumstances) to qualify for this grant.

Funding for this program coincides with the federal fiscal year, October 1 - September 30. Grant funding must be primarily used to support dedicated overtime police patrols targeting identified traffic violations that increase the frequency and severity of crashes in the jurisdiction. Grant projects are funded for one year periods, based on the availability of federal funding and the performance of the grantee. A new application must be submitted each year.

This project is designed to reimburse participating agencies for personal services costs for dedicated traffic law enforcement activities and limited and justified project related equipment, commodities and travel to in-state GTSC related events. Any equipment purchased under a GTSC grant must be obtained before July 31 so that it may be used during the project period. GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas: speeding violation, aggressive driving violations, seat belt and child restraint violations with mandatory Click It or Ticket mobilization participation, distracted driving violations, pedestrian safety violations, motorcycle safety violations, routine commercial vehicle traffic enforcement violations, passing stopped school busses violations and Operation Safe Stop participation. PTS grant funding for commercial vehicle activities will support only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions. This program is designed to support traffic law enforcement activities as described; but it does not fund sobriety checkpoints or any other specific alcohol details, or commercial vehicle inspections or weight details. During the Click It or Ticket mobilization, only seat belt details will be funded.

The GTSC requires reporting of progress on all funded projects. Agencies are required to report all grant related activity twice annually; the semi-annual report by April 15 for the first six months of the project and the final report by October 15, for second half activity and the final report. GTSC may request agencies to participate in additional enforcement activities of statewide mobilizations and will provide a format to report.

The Progress Report forms on eGrants must be used to prepare and submit semi-annual and final reports. Information requested in these reports includes the number of funded hours expended, traffic law enforcement activity, UTTs, crash data for the period in question and a brief narrative explaining the project's progress and/or problems. This reporting is required regardless of the actual date of the contract or the type of activity undertaken during the period. If an agency did not use grant funds during the reporting period, a report is still required.

The deadline for submitting payment requests for reimbursement of project costs is October 31. All allowable costs incurred during the grant year for use during the period of October 1 to September 30, must be claimed and submitted to GTSC by October 31. The GTSC cannot reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement. NHTSA will not reimburse late claims. Commodity orders and equipment required to conduct the project activities as described in the approved grant budget must be ordered and received by July 31. For personal services reimbursement, we recommended the form, "Itemized Listing of Enforcement Hours" (PS-1), be submitted with the claim. Agency must request reimbursement for actual individual officer pay rates.

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Contract Number: # \_\_\_\_\_  
Page 1 of 1, Attachment A – Program Specific Terms and Conditions

**ATTACHMENT A-2  
FEDERALLY FUNDED GRANTS**

The federal fiscal year runs from October 1 through September 30. Projects are funded for one year, and each project period must coincide with the federal fiscal year, with an October 1 start date and an ending date of September 30. Time extensions will only be considered for unique circumstances.

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

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

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

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

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

Any contract resulting from this RFA will be effective only upon approval by the NYS Office of the State Comptroller. Contracts will be for one year periods.

Applications must address a fundable program area. The application must agree to terms and conditions set forth in the application and in the contract. Policies and procedures of the following federal regulations may be applicable: 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 23 CFR Part 1200 - Uniform Procedures for State Highway Safety Programs, 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 225 (OMB Circular A-87), 2 CFR Part 230 (OMB Circular A-122), 49 CFR Part 19 and 49 CFR Part 90 (OMB Circular A-133).

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**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME:

Police Traffic Services

CONTRACTOR SFS PAYEE NAME:

SUFFOLK COUNTY OF

CONTRACT PERIOD:

From: 10/1/2013

To: 9/30/2014

CATEGORY OF EXPENSE GRANT	GRANT FUNDS
1. Personal Services	
a) Salary Overtime	\$ 128,800
b) Fringe	\$ 0
2. Non Personal Services	
a) Commodities	\$ 0
b) Travel In-State	\$0
c) Travel Out-of-State	\$ 0
d) Equipment ( laser speed unit w/case, radar w/battery, chgr & case)	\$ 3,220
e) Other Costs	\$0
Subtotal	\$ 3,220
TOTAL GRANT AWARD	\$132,020

Contract Number: # C002138

Page 1 of 1, Attachment B – Expenditure Based Budget

ATTACHMENT C – WORK PLAN  
SUMMARY

PROJECT NAME: Police Traffic Services  
CONTRACTOR SFS PAYEE NAME: SUFFOLK COUNTY OF  
CONTRACT PERIOD: From: 10/1/2013  
To: 9/30/2014

Address how your agency will participate in the Click It or Ticket enforcement mobilization that will take place May 19 - June 1, 2014

Define Your Specific Problem(s):

From your agency's crash and enforcement records, community concerns and officer input identify the traffic safety problem(s) that you will address in your PTS project. Include the size and scope of your problem(s), (supported by departmental data) including specific locations, times of day, days of week and contributing violations.

State Your Project's Objective(s):

Explain what you intend to accomplish as a result of this project. Your objective(s) should be: specific, one particular activity or task per objective; measurable, use a number or a percentage to demonstrate the change you intend to make, action oriented, this relates to the activity that you will undertake and will be expanded upon in the following enforcement strategy section; realistic, design your objective to be challenging yet achievable; and timely, provide a time period for the completion of the activity and the comparison of data. Depending on the scope of your problem, you may have one or more objectives.

Enforcement Strategy:

Explain how you intend to achieve your objectives: Use your problem identification as a basis to note and explain how your traffic law enforcement patrol tactics and strategies will be designed to reduce your traffic safety problem(s) and achieve your the objective(s).

Evaluation:

Explain how you will measure the outcome or results of your proposed project's activities. Your objectives can provide the basis for the evaluation process.

SEE ATTACHED WORK PLAN

take place May 19- June 1, 2014

The Suffolk County Police Department's seven precincts and Highway Patrol Bureau will participate in the Click It or Ticket seat belt and child passenger seat enforcement mobilization from May 19th to June 1st 2014 as well as conduct enforcement during the rest of the year. Precinct commanders use their discretion as to types of enforcement based on issues and conditions in their precincts. Enforcement activities include checkpoints as well as saturation patrols. Checkpoints are often preferred due to high visibility. Joint operations with other entities are encouraged. Officers will be assigned to dedicated enforcement on overtime status.

**Define Your Specific Problem(s):**

From your agency's crash and enforcement records, community concerns and officer input identify the traffic safety problem(s) that you will address in your PTS project. Include the size and scope of your problem(s), (supported by departmental data) including specific locations, times of day, days of week and contributing violations. *(For example: speeding in school zones during school dismissal time on weekdays OR Failure to obey the traffic signal at the intersection of Oak Street and Second Avenue on Friday and Saturday nights between 9:30 p.m. and 11:30 p.m.)*

For 2012, Suffolk County continued to have more licensed drivers and registered vehicles than any other county in New York State, with 9.6% of all licensed drivers and 11.9% of registered vehicles. (NYS DMV web 2012 - License and Registration data). Suffolk is over-represented in total and fatal crashes in the state, with 9.9% of total (second in NYS) and 12.5% of fatal crashes (first in NYS)(NYS Crash Data By County, 2011). These percentages are actually an increase from 2010. Generally speaking, the numbers of total crashes, motorcycle, bicycle and speed related crashes dipped from 2009 to 2010, but increased again in 2011, although not to 2009 rates. In 2011 Suffolk also led the State in speed related crashes. (NYS Speed-Related Crash Data by County) In Suffolk 94.9% of all 2011 crashes reported human contributing factors, including aggressive driving and distracted driving (not including alcohol involvement) (DMV SC data 2011 Table 6 (P)). Department data indicates that the majority of fatal crashes occur on state and local roadways within the precincts, rather than on major highways such as the LIE or Sunrise Highway. Generalized Countywide data from DMV indicate that the peak hours for crashes are during the period between 6am and midnight. Generally speaking, the most active days of the week for crashes are Tuesday through Friday, with Friday having the most crashes. Much of this information can be correlated to the weekly commuting traffic (DMV SC Data 2011 Table 2). Young drivers continue to be over-represented in fatal and personal injury crashes, with 16-18 year olds only 1% of licensed drivers; but 2% of crashes, and 18-20 year olds as 5% of licensed drivers and 9% of crashes. This is actually a slight improvement from 2010. (DMV SC data 2011, Figure 1). Each precinct has identified high volume crash corridors and targets them for enforcement. The areas surrounding schools are noted for speeding, and aggressive and distracted driving (including cell phone use) behaviors are noted near high schools at arrival, dismissal and lunch times. In addition, while SCPD has continued to train officers in use of radar and laser speed enforcement equipment, the available equipment is aging, past or nearing the end of any warranty periods, and becoming more difficult to repair.

**State Your Project's Objective(s):**

Explain what you intend to accomplish as a result of this project. Your objective(s) should be: **specific**, one particular activity or task per objective; **measurable**, use a number or a percentage to demonstrate the expanded upon in the following enforcement strategy section; **realistic**, design your objective to be challenging yet achievable; and **timely**, provide a time period for the completion of the activity and the comparison of data. Depending on the scope of your problem, you may have one or more objectives. *(For example: Increase the number of speeding tickets issued on Pine Street between Second Avenue and the City line on weeknights from 6:30 p.m. to 9:00 p.m., by 15% over the course of the grant period, as compared to last year's date OR To reduce the number of personal injury crashes in the county by 10% during the grant period as compared with last year's statistics).*

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Objective # 1 -Utilize targeted enforcement patrols to increase the number of speeding, aggressive driving related and cell phone or distracted driving summonses issued during the grant period, as compared with 2012. A variety of strategies will be employed, including checkpoints, saturation patrols, dedicated roving patrols, and corridor enforcement. Precinct Commanders will utilize data analysis of high crash locations to determine most effective strategies and locations for enforcement within their precincts.

Objective #2 - Conduct targeted enforcement checkpoints and patrols in areas surrounding high schools particularly during reporting, lunch and dismissal times to enforce speeding, aggressive driving and cell phone use regulations among teen drivers, reducing the percentage of total fatal and personal injury crashes in the under 20 year old age group in 2014 to 6% from 9% in 2011.

Objective #3 – Utilize checkpoints and dedicated patrols to increase seat belt and child passenger seat . summonses issued during the grant period, including the May Click It or Ticket enforcement period, when compared with 2012, increasing seat belt compliance noted in local surveys from 85% in 2012 to 87% in 2014.

Objective #4 - Purchase additional speed measuring devices to assist in accurate speed limit enforcement activities. Two additional lasers and three standard radar units will be purchased to add to existing inventory or replace units beyond repair. Equipment purchases will be completed by July 31, 2014.

#### **Enforcement Strategy:**

##### Enforcement Strategy:

Explain how you intend to achieve your objectives: Use your problem identification as a basis to note and explain how your traffic law enforcement patrol tactics and strategies will be designed to reduce your traffic safety problem(s) and achieve your the objective(s). *For example: Assigning low profile unit on an overtime status to work with other agencies in my county to conduct coordinated multi-agency publicized enforcement details in defined corridors where it has been observed that dangerous driving behaviors result in a high crash rate OR Overtime PTS officers assigned to speeding patrols on weekend nights in the downtown area of the village.)*

Objective #1 - Overtime targeted enforcement patrols will be utilized on identified highways, corridors and local roadways during days of the week and times of day identified as high crash periods. Marked, low profile and unmarked units will be utilized. Patrol Units will conduct enforcement activities at locations and times determined by their Commanding Officers. Funding will be distributed to commands by the Office of the Chief of Patrol and be performance based. Funding will also be utilized to participate in Operation Safestop and Statewide Speed Enforcement Mobilizations. Each of the seven Precincts in the Suffolk County Police District has identified high crash locations and corridors within their Precinct boundaries. These locations are periodically re-evaluated, and the Precinct Commanders use their discretion as to the locations and type of enforcement that they feel will be most effective. Often, a major deterrent to aggressive driving behaviors is the high visibility method of police presence in the high crash areas. 46% of overtime enforcement funding will be dedicated to this objective. high schools, particularly during reporting, lunch and dismissal times to enforce speeding, aggressive driving and cell phone use regulations among teen drivers. 20% of overtime enforcement funding will be dedicated to this objective.

Objective #3 - Conduct targeted enforcement checkpoints and patrols during Click It or Ticket enforcement period and during the remainder of the year in precincts and by Highway Patrol units. 34% of overtime funding will be dedicated to this objective.

Objective # 4 - Laser and radar speed measuring equipment will be used as a component of the enforcement strategy in Objective #1. Accurate speed measurement with properly calibrated equipment is

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critical to successful summons convictions. Local fiscal distress precludes Suffolk County from funding any replacement equipment at this time. No grant funding was allocated for these resources in 2011, 2012 or 2013. \$7,430 in grant funding will be dedicated to this objective for the purchase of two laser and three standard radar units.

**Evaluation:**

Explain how you will measure the outcome or results of your proposed project's activities. Your objectives can provide the basis for the evaluation process. *For example: (A reduction of red light running related crashes in the city as compared to last year's figures OR An increase in aggressive driving tickets issued in school zones as compared to the average of the previous three years).*

**Objective #1 -**

A reduction in the number of aggressive driving, speeding, cell phone and distracted driving related crashes compared to last year's figures.

Number of hours of overtime enforcement dedicated to project activities

Number of speeding summonses issued

Number of aggressive driving related summonses issued

Number of cell phone summonses issued

**Objective #2 -**

An increase in aggressive driving, speeding and cell phone summonses in areas surrounding high schools as compared to the average of the previous three years

Number of hours of overtime enforcement dedicated to project activities

Number of high school areas targeted for enforcement

Number of speeding summonses issued

Number of other summonses issued

Number and type of other violations, including vehicles impounded or arrests

**Objective #3 -**

An increase in observed seat belt compliance rate as noted by SCPD survey when compared with 2013

Number of hours of overtime enforcement dedicated to project activities

Number of checkpoints conducted

Number of seat belt summonses issued

Number of child passenger seat summonses issued

Number and type of other violations, including vehicles impounded or arrests

**Objective #4 -**

Purchase, receipt, inventory, payment and claims for grant funded equipment

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**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency 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. Advance Payment and Recoupment Language (if applicable):**

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: \_\_\_\_\_ Amount: \_\_\_\_\_ Due Date: \_\_\_\_\_

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

Quarterly Reimbursement  
Due date 1/31, 4/30, 7/31, 10/31/2014

Monthly Reimbursement  
Due date \_\_\_\_\_

Biannual Reimbursement  
Due date \_\_\_\_\_

Fee for Service Reimbursement  
Due date \_\_\_\_\_

- Rate Based Reimbursement  
Due date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

## II. REPORTING PROVISIONS

### A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure 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 Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)<sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

## B. Progress-Based Reports

### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

### 2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_ days from the end of the contract.

## C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.



Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2014, DONATING SURPLUS MEALS  
READY-TO-EAT AND BOTTLED WATER TO MUNICIPALITIES  
AND RECOGNIZED NOT-FOR-PROFIT ENTITIES PROVIDING  
RELIEF TO SUFFOLK COUNTY RESIDENTS IN NEED**

**WHEREAS**, this Legislature hereby finds and determines that there are from time to time individuals in need of donated supplies in Suffolk County including meals and drinking water; and

**WHEREAS**, this Legislature wishes Suffolk County to provide, when possible, assistance to these individuals; and

**WHEREAS**, the Department of Fire, Rescue and Emergency Services ("FRES") maintains a supply of Meals Ready to Eat ("MREs") and bottled water at all times as part of its preparedness response in the event of an emergency or disaster within Suffolk County; and

**WHEREAS**, due to its limited shelf-life, such MREs and bottled water must be periodically rotated and replenished, leaving many supplies never to be used; and

**WHEREAS**, FRES currently has 260,000 bottles of water and 38,592 MREs in excess of the Department's needs in the event of an emergency or disaster within Suffolk County and that such MREs and bottled water will expire in the coming year; and

**WHEREAS**, these MREs and bottled water are valued at approximately \$254,300 but were provided to Suffolk County by federal and state authorities, at no cost to the county, during the response to Superstorm Sandy; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the 260,000 bottles of water and 38,592 MREs be declared surplus to the County's needs and be donated to needy Suffolk County residents; and be it further

**2<sup>nd</sup>** **RESOLVED**, that the Commissioner of FRES is hereby authorized, empowered and directed to transfer the above water to municipalities and/or recognized not-for-profit entities providing relief to needy Suffolk County residents; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the above-described surplus County personal property is hereby declared to be of nominal value only and shall be only transferred to above mentioned organizations for nominal consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

**4<sup>th</sup>** **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitute 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 N.Y.C.R.R.) 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 the 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.

DATED:

APPROVED BY:

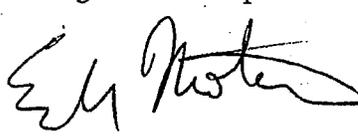
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County Executive of Suffolk County

Date:

1228

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u> X </u>		
2. Title of Proposed Legislation		
Donating surplus meals ready-to-eat and bottled water to municipalities and recognized not-for-profit entities providing relief to Suffolk County residents in need.		
3. Purpose of Proposed Legislation		
To allow Suffolk County Department of Fire, Rescue and Emergency Services ("FRES") to donate water and meals ready to eat ("MREs"), just prior to their expiration and rotation out of county emergency inventory, for consumption by needy residents.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.		
N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact:		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Edward Moltzen Assistant to the Commissioner SC Fire, Rescue and Emergency Services		2/20/2014

*2/21/14*

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

1228

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

1228

**2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:** A resolution to donate surplus water and meals to qualified municipalities and/or non-profit organizations for distribution to the needy.

**PURPOSE OR GENERAL IDEA OF BILL:** This bill would allow Suffolk County Department of Fire, Rescue and Emergency Services ("FRES") to donate water and meals ready to eat ("MREs"), just prior to their expiration and rotation out of county emergency inventory, for consumption by needy residents.

**SUMMARY OF SPECIFIC PROVISIONS:** Suffolk County is in possession of a quantity of drinking water and MREs provided to it by federal and state officials, at no cost to the county, following Superstorm Sandy. This water and MRE units have a limited shelf life and are set to expire during 2014. This bill would allow FRES to provide the water and MREs to qualified organizations for distribution to the needy prior to its expiration.

**JUSTIFICATION:** Suffolk County continues to be recovering from a state of economic distress during the great recession. Additionally, charitable organizations that manage food pantries throughout the county have reported they are running low on provisions. As the water and MRE stock referenced above would otherwise go to waste, their donation to those in need would provide some relief to residents in economic distress.

**FISCAL IMPLICATIONS:** The meals and water, valued at approximately \$254,300, were provided entirely by state and federal governments at no cost to Suffolk County.

COUNTY OF SUFFOLK



1228

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN 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: FEB. 21, 2014

SUBJECT: Request for Introductory Resolution: Donation of Water and Meals

Enclosed for your consideration is an introductory resolution and supporting documents to request legislative approval to donate emergency drinking water and meals ready to eat ("MREs") to municipalities and qualified non-profit agencies.

FRES currently maintains and manages an inventory of drinking water and MREs that had previously been provided to Suffolk County, at no cost to the county, by state and federal governments for distribution to residents in need during emergency situations. These units of water and MREs do have limited shelf life and are scheduled to expire throughout the coming year.

This legislation would allow Suffolk County FRES to provide these units of MREs and drinking water, to third-party organizations for distribution to needy residents, just prior to their expiration and required disposal.

Should you have further questions, please contact my office at x24850.

cc. Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Asst. Deputy County Executive  
Thomas Vaughn, Director of Intergovernmental Relations

Intro. Res. No. 1229-14  
Introduced by Presiding Officer on request of the County Executive

LOT 3/4/14

RESOLUTION NO. AMENDING THE  
SUFFOLK COUNTY CLASSIFICATION AND  
SALARY PLAN IN CONNECTION WITH A NEW  
POSITION TITLE IN THE COUNTY CLERK'S OFFICE  
(SENIOR OFFICIAL EXAMINER OF TITLE)

WHEREAS, the Department of Civil Service/Human Resources has completed a review of the duties and responsibilities of a position; and

WHEREAS, on the basis of this review they have determined that the new title of Senior Official Examiner of Title be created; and

WHEREAS, there are sufficient unexpended and uncommitted funds in the County Clerk's Office to cover the cost, which will be 80% reimbursed by the State of New York Mortgage Tax Agency; now, therefore be it

1<sup>st</sup> RESOLVED, that the Suffolk County Classification and Salary Plan and the County Clerk's Office Operating Budget be and they are hereby amended as follows:

ADDITION TO CLASSIFICATION AND SALARY PLAN

<u>Spec No.</u>	<u>JC</u>	<u>Position Title</u>	<u>Grade</u>	<u>BU</u>
0654	P(N)	Senior Official Examiner of Title	34	EX

AMENDMENT TO OPERATING BUDGET  
ADDITION

<u>Position No.</u>	<u>Spec No.</u>	<u>JC</u>	<u>Position Title</u>	<u>Grade</u>	<u>BU</u>
01-1410-0400-0090	0654	P(N)	Senior Official Examiner of Title	34	EX

DELETION

<u>Position No.</u>	<u>Spec No.</u>	<u>JC</u>	<u>Position Title</u>	<u>Grade</u>	<u>BU</u>
01-1410-0400-0099	0650	N	Official Examiner of Title	29	EX

and be it further

2<sup>nd</sup> RESOLVED, that the provisions of the within resolution shall take effect within the first pay period immediately succeeding its adoption.

DATED:

APPROVED BY:

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

Date:

DISTINGUISHING FEATURES OF THE CLASS

An employee in this class performs highly specialized work in the examination of titles to real property and serves as primary legal counsel to the County Clerk. Responsibility is included for coordinating the implementation of new electronic filing procedures. Work involves conducting hearings and investigations for the County Clerk as they pertain to questions of fact arising in the course of examining title. Authority for the position is vested in New York State Real Property Law Section 377. Work is performed under general administrative supervision, and is reviewed through conferences and consultations. Does related work as required.

TYPICAL WORK ACTIVITIES

- Serves as primary legal counsel to the County Clerk and performs associated legal research and report writing;
- Coordinates and oversees implementation of New York State Electronic Filing System procedures being developed to automate filing of land and court records;
- Provides professional advice, assistance and interpretation of appropriate statutes to the County Clerk when problematic legal instruments are presented for recording and/or memorializing;
- Assists law enforcement agencies with investigations and prosecutions relating to fraudulent property documents and provides testimony and supporting evidence before grand juries and civil and criminal trials and proceedings;
- Confers with attorneys and the general public and provides information concerning procedures for examination of title;
- Reviews surveys for conveyances;
- Conducts hearings and investigations and administers oaths and affidavits that are necessary to determine questions of fact arising out of title examination;
- Summons and subpoenas witnesses and examines them under oath with regard to examination of title;
- Supervises a clerical support staff.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

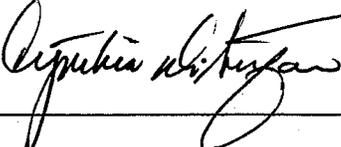
Comprehensive knowledge of the laws, rules and regulations governing title for real property in New York State; ability to analyze legal papers relating to real property transactions; ability to read and interpret real property tax surveys and deed descriptions; ability to obtain information through interviews and observations; ability to deal tactfully with witnesses and the general public; ability to plan, supervise and review the work of personnel in a manner conducive to full performance and high morale; ability to express oneself clearly and concisely, both orally and in writing; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

Possession of a license to practice law before the Bar of the State of New York and five (5) years of experience as an Official Examiner of Title.

02/20/2014  
SUFFOLK COUNTY  
Pending (Non-Competitive)

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____      Charter Law _____		
1229		
2. Title of Proposed Legislation RESOLUTION No. _____ AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE COUNTY CLERK'S OFFICE (SENIOR OFFICIAL EXAMINER OF TITLE)		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes _____      No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding The cost of this position will be 80% reimbursable by the State of New York Mortgage Tax Agency.		
9. Timing of Impact		
10. Typed Name & Title of Preparer	11. Signature of Preparer	
Cynthia DiStefano Director of Classification		February 20, 2014

SCIN FORM 175b (10/95)

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____      Charter Law _____ <span style="float: right; font-size: 1.5em;">1229</span>		
2. Title of Proposed Legislation RESOLUTION No. _____ AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE COUNTY CLERK'S OFFICE (SENIOR OFFICIAL EXAMINER OF TITLE)		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes _____      No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding The cost of this position will be 80% reimbursable by the State of New York Mortgage Tax Agency.		
9. Timing of Impact		
10. Typed Name & Title of Preparer	11. Signature of Preparer	
Cynthia DiStefano Director of Classification <i>Theresa Lollo</i>	<i>Theresa Lollo</i>	February 20, 2014 <i>2/24/14</i>

SCIN FORM 175b (10/95)  
*budget office*

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

1229

**GENERAL FUND**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**POLICE DISTRICT AND DISTRICT COURT**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**COMBINED**

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>	<b>\$0.000</b>

**NOTES:**

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

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT

1229

**TITLE OF BILL:** A Resolution amending the Suffolk County Classification and Salary Plan in Connection with a New Position title in the County Clerk's Office (Senior Official Examiner of Title).

**PURPOSE OR GENERAL IDEA OF BILL:** To provide an appropriate title for the work performed in the County Clerk's Office by an existing Official Examiner of Title whose responsibilities have expanded beyond those within the purview of his current title.

**SUMMARY OF SPECIFIC PROVISIONS:** This Resolution adds the new title of Senior Official Examiner of Title to the County's Classification and Salary Plan and adds a Senior Official Examiner of Title position to the County Clerk's Office Operating Budget and simultaneously deletes an Official Examiner of Title position.

**JUSTIFICATION:** The duties and responsibilities of an incumbent Official Examiner of Title, who has nine years of experience in the Office, have grown beyond those within the purview of his current title. Licensed to practice law in New York State, the incumbent serves as primary legal counsel to the County Clerk and has been charged with coordinating and implementing New York State Electronic Filing System procedures which are automating the recording and filing of real property and court records maintained by the County Clerk's Office. Responsibility is included for overseeing the support staff involved with the changeover to electronic processing of all these records.

**FISCAL IMPACT:** The County Clerk's Office has identified the cost of this position as being 80% reimbursable by the State of New York Mortgage Tax Agency.

COUNTY OF SUFFOLK



1229

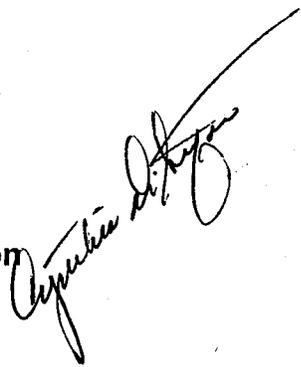
**STEVEN BELLONE**  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF CIVIL SERVICE/HUMAN RESOURCES  
NORTH COUNTY COMPLEX BLDG. 158  
P. O. BOX 6100  
HAUPPAUGE, NY 11788-0099  
(631) 853-5500  
FAX (631) 853-6305

**ALAN SCHNEIDER**  
PERSONNEL DIRECTOR

*interoffice memorandum*

**TO:** Jon Schneider, Deputy County Executive  
**FROM:** Cynthia DiStefano, Director of Classification  
**DATE:** February 20, 2014  
**RE:** Request for Addition to Classification and Salary Plan



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A draft of a resolution to amend the Classification and Salary Plan to add the title Senior Official Examiner of Title is attached. We have determined that a new title is needed in the County Clerk's Office for the position responsible for serving as primary legal counsel to the County Clerk, coordinating the implementation of new electronic filing procedures, and conducting hearings and investigations into the legitimacy of property documents.

Please initiate this resolution to add the new title to the Classification and Salary Plan. A draft of our proposed specification is attached for your reference.

An e-mail version of the resolution has been sent to CE RESO REVIEW saved under the title "Reso-County Clerk-Sr. Official Examiner of Title 2-14."

Attachments

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
Jennifer McNamara, Acting Director of Labor Relations  
Judith A. Pascale, County Clerk

Intro Res. No. 1230-14  
Introduced by Presiding Officer on the Request of the County Executive

Laid on Table 3/4/14

RESOLUTION NO. TO READJUST, COMPROMISE, AND  
GRANT REFUNDS AND CHARGEBACKS ON CORRECTION  
OR ERRORS/COUNTY TREASURER BY: COUNTY  
LEGISLATURE #403

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

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

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

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

| <u>Description</u>        | <u>Year</u> | <u>Original Tax</u> | <u>Corrected Tax</u> | <u>Chargeback or Refund, if paid</u> |
|---------------------------|-------------|---------------------|----------------------|--------------------------------------|
| <b>SMITHTOWN:</b>         |             |                     |                      |                                      |
| 0800-098.00-02.00-023.000 | 2012/13     | \$10,647.53         | \$8,133.51           | \$2,514.02                           |

Dated:

Approved By:

---

Suffolk County Executive

Date of Approval:

1230

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation  
**ResolutionXXX**                      Local Law                      Charter Law

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

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

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

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

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

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

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

9. Timing of Impact  
Variable

10. Typed Name & Title of Preparer      11. Signature of Preparer      12. Date  
  
Angie M. Carpenter                      *Angie M. Carpenter*      2/21/14  
County Treasurer

Intro Res. No. 1231-14  
Introduced by Presiding Officer on the Request of the County Executive

Laid on Table 3/4/14

RESOLUTION NO. TO READJUST, COMPROMISE, AND  
GRANT REFUNDS AND CHARGEBACKS ON CORRECTION  
OR ERRORS/COUNTY TREASURER BY: COUNTY  
LEGISLATURE #402

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

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

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

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

| <u>Description</u>               | <u>Year</u>    | <u>Original Tax</u> | <u>Corrected Tax</u> | <u>Chargeback or Refund, if paid</u> |
|----------------------------------|----------------|---------------------|----------------------|--------------------------------------|
| <b>SMITHTOWN:</b>                |                |                     |                      |                                      |
| <b>0800-098.00-02.00-023.000</b> | <b>2013/14</b> | <b>\$11,029.31</b>  | <b>0.00</b>          | <b>\$11,029.31</b>                   |

Dated:

Approved By:

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

Date of Approval:

1231

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation  
**ResolutionXXX**                      Local Law                      Charter Law

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

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

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

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

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

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

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

9. Timing of Impact  
Variable

10. Typed Name & Title of Preparer                      11. Signature of Preparer                      12. Date  
Angie M. Carpenter                      *Angie M. Carpenter*                      2/21/14  
County Treasurer

Introductory Resolution No. 1232-14

Laid on Table 3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO.  
SALE OF COUNTY-OWNED REAL ESTATE  
PURSUANT TO SECTION 72-h OF THE  
GENERAL MUNICIPAL LAW  
(INCORPORATED VILLAGE OF ISLANDIA, TOWN OF ISLIP)  
(SCTM NO. 0504-014.00-02.00-002.000  
FORMERLY KNOWN AS 0500-059.00-02.00-020.004)**

**WHEREAS**, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

**ALL**, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Islandia, 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 0504 Section 014.00 Block 02.00 Lot 002.000 formerly known as District 0500 Section 059.00 Block 02.00 Lot 020.004 and acquired by Tax Deed on April 6, 1983 from Jean H. Tuthill, the County Treasurer of Suffolk County, New York, and recorded on April 6, 1983 in Liber 9338 at Page 65 and described as follows, known and designated as part of Lot 1 and part of Lot 2 on a certain map entitled "Map of Sampsonville" and filed in the Office of the Clerk of the County of Suffolk on February 9, 1942 as Map No. 1352; and

**WHEREAS**, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

**WHEREAS**, the Incorporated Village of Islandia has requested that the County of Suffolk convey to the town the parcel being in size approximately 42' x 255' x 23' x 229' with a preliminary value range of \$1,000.00 to \$3,000.00 described in Exhibit "A" annexed hereto; and

**WHEREAS**, the Suffolk County Department of Economic Development and Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

**1<sup>st</sup> RESOLVED**, that the Director of Real Estate, and/or her designee is hereby authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Incorporated Village of Islandia for the sum of \$1.00, plus the pro rata share of the current tax adjustment due at closing; and be it further

**2<sup>nd</sup> RESOLVED**, that the Incorporated Village of Islandia will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for pedestrian access way purposes; with all right title and interest reverting to the County of Suffolk in the event that the Incorporated Village of Islandia, at any time, uses or attempts to use said subject parcel for other than pedestrian access way or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for pedestrian access way purposes; and be it further

**3<sup>rd</sup> RESOLVED**, that said quitclaim deed tendered by the Director of Real Estate, and /or her designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

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

DATED: \_\_\_\_\_

APPROVED BY:

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

Date of Approval:

VILLAGE OF ISLANDIA

**RESOLUTION REQUESTING TRANSFER OF  
PROPERTY OWNED BY SUFFOLK COUNTY  
TO THE VILLAGE OF ISLANDIA FOR USE  
AS A PEDESTRIAN ACCESS TO THE FIRST  
RESPONDER'S MEMORIAL RECREATIONAL  
FACILITY**

**WHEREAS** the Village of Islandia is developing a site on Old Nichols Road in the Village of Islandia as a recreational park for the residents of the Town of Islip, as the First Responder's Memorial Recreational Facility; and

**WHEREAS** Suffolk County is the owner of a small parcel of property that is identified by Suffolk County Tax map number 504-14-2-2 which is located between the area of the First Responder's Memorial Recreational Facility and South Connecting Road, which is an area of public parking for the residents that use the Facility; and

**WHEREAS** it is essential to the development and use of the Facility that the parcel owned by Suffolk County be developed as a pedestrian access way from the parking areas on South Connecting Road to the Facility and the Village of Islandia is willing to expend the resourced to develop the parcel as a pedestrian access way; and

**WHEREAS** Suffolk County has other use for the parcel; it is therefore

**RESOLVED** that the Village of Islandia requests that Suffolk County transfer title to the parcel identified as Suffolk County Tax Map number 504-14-2-2 so that the parcel may be developed and used as a pedestrian access way from South Connecting Road to the First Responder's Memorial Recreational Facility.

Dated: September 24, 2013

The resolution is carried upon roll call as follows:

|                   |     |
|-------------------|-----|
| Trustee Zaleski - | Aye |
| Trustee Lacey -   | Aye |
| Trustee Peters -  | Aye |
| Trustee Olk -     | Aye |
| Mayor Dorman -    | Aye |

1232

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

**SUMMARY STATEMENT**

SALES TO GOVERNMENTAL ENTITIES  
TOWN OF ISLIP

Tax Map No.: 0504-014.00-02.00-002.000 formerly known as 0500-059.00-02.00-020.004

Section 72-h, Gen'l Municipal Law

County Investment \$ 33,778.52

PURPOSE:

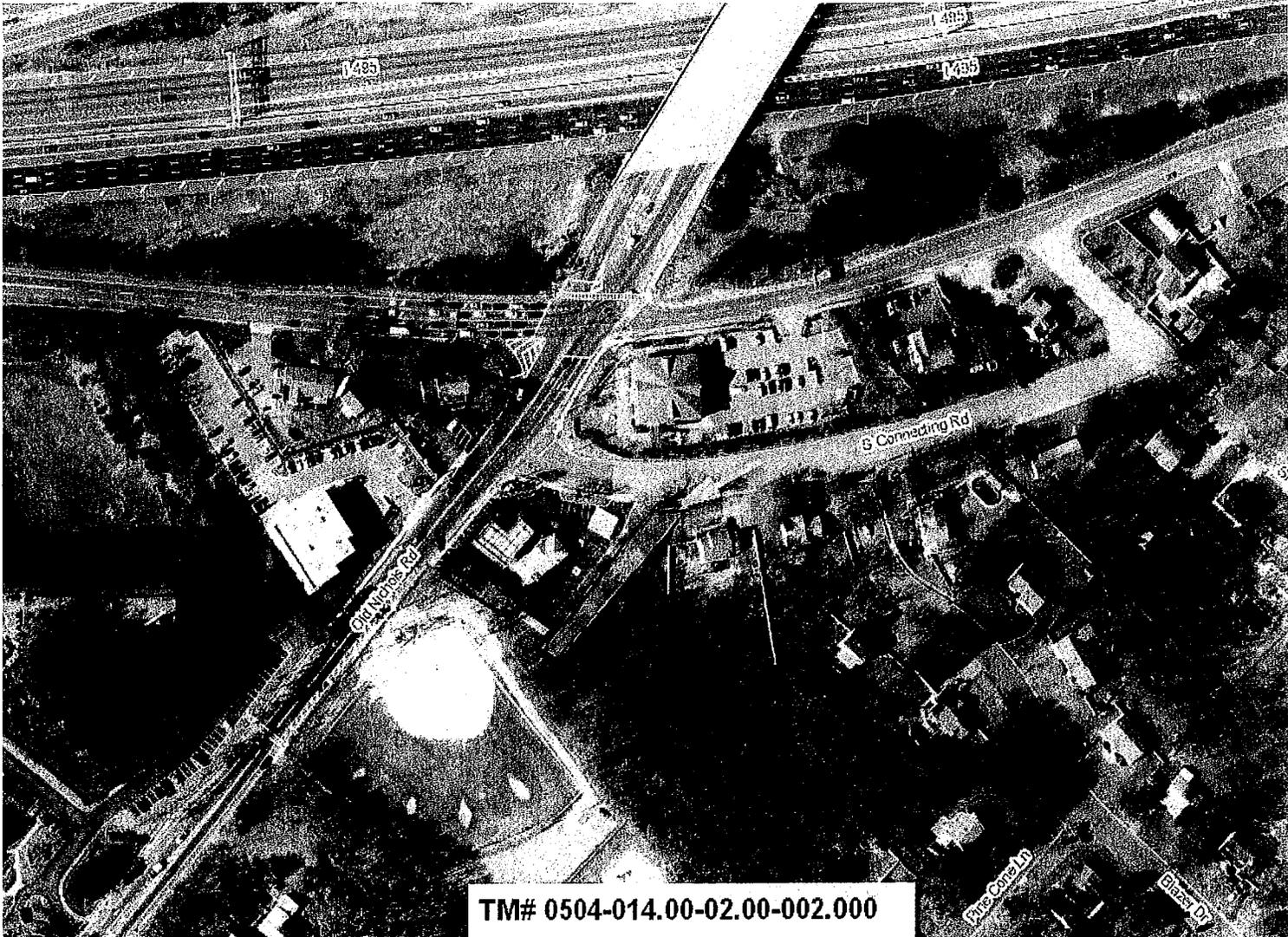
- A. Affordable Housing \_\_\_\_\_
- B. Town Parks \_\_\_\_\_
- C. Road/Highway \_\_\_\_\_
- D. Drainage/Recharge Basin \_\_\_\_\_
- E. Other   X

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

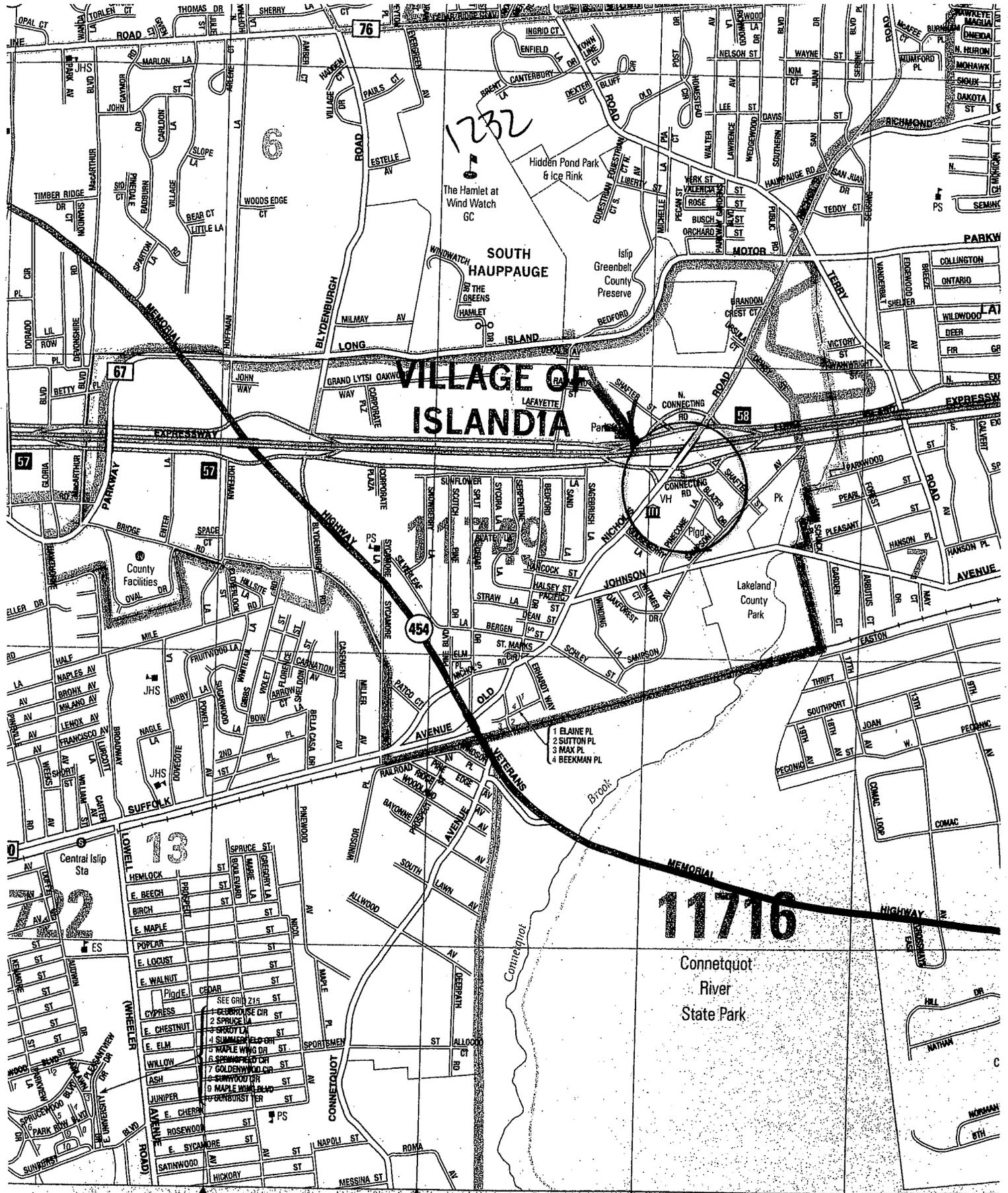
WRT:slb



1232



TM# 0504-014.00-02.00-002.000



**VILLAGE OF ISLANDIA**

**11716**

- 1 ELAINE PL
- 2 SUTTON PL
- 3 MAX PL
- 4 BEEKMAN PL

TN # 0504-01A.00-02.00-002.000

1232

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution  X  Local Law \_\_\_\_\_ Charter Law \_\_\_\_\_

2. Title of Proposed Legislation

**SALE OF COUNTY-OWNED REAL ESTATE  
PURSUANT TO SECTION 72-h OF THE  
GENERAL MUNICIPAL LAW  
(INCORPORATED VILLAGE OF ISLANDIA, TOWN OF ISLIP)  
(SCTM NO. 0504-014.00-02.00-002.000  
FORMERLY KNOWN AS 0500-059.00-02.00-020.004)**

3. Purpose of Proposed Legislation

Convey County owned parcel to the Town of Islip for pedestrian access way purposes

4. Will the Proposed Legislation have a fiscal impact? Yes  X  No \_\_\_\_\_

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

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

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

Loss of sale at public auction

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

Unknown

8. Proposed Source of Funding

Unknown

9. Timing of Impact

2014

10. Typed Name & Title of Preparer

R.J. Bhatt   
Land Management Specialist

Signature of Preparer

R.J. Bhatt

Date

2/24/14

1238

**2013 INTRAGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

TITLE OF BILL:

**SALE OF COUNTY-OWNED REAL ESTATE  
PURSUANT TO SECTION 72-h OF THE  
GENERAL MUNICIPAL LAW  
(INCORPORATED VILLAGE OF ISLANDIA, TOWN OF ISLIP)  
(SCTM NO. 0504-014.00-02.00-002.000  
FORMERLY KNOWN AS 0500-059.00-02.00-020.004)**

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Incorporated Village of Islandia, 42' x 255' x 23' x 229' vacant land approximately 0.19 acre for pedestrian access way purpose.

SUMMARY OF SPECIFIC PROVISIONS:

Retention of development rights for transfer and use to promote the development of workforce housing as provided in Resolution No. 840-2004 and Resolution No. 412-2005.

JUSTIFICATION:

Attached Town Board resolution to transfer to the Village of Islandia.

FISCAL IMPLICATIONS:

Loss of County Investment.

COUNTY OF SUFFOLK



1232

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

February 21, 2014

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

Re: Tax Map No.: 0504-014.00-02.00-002.000 formerly known as 0500-059.00-02.00-020.004  
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real  
Estate to a Municipality, State, or Federal Government.

Dear Mr. Schneider:

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

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Incorporated Village of Islandia, Town of Islip for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Wayne R. Thompson  
Real Property Manager  
Department of Economic Development  
and Planning

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 (1hard copy)  
CE Reso Review, (electronic copy)

RESOLUTION NO. AMENDING THE  
SUFFOLK COUNTY CLASSIFICATION AND  
SALARY PLAN IN CONNECTION WITH A NEW  
POSITION TITLE IN THE COUNTY LEGISLATURE  
(WEB AND SOCIAL MEDIA ADMINISTRATOR)

WHEREAS, the Department of Civil Service/Human Resources has completed a review of the duties and responsibilities of a position; and

WHEREAS, on the basis of this review they have determined that the new title of Web and Social Media Administrator be created; and

WHEREAS, there are sufficient unexpended and uncommitted funds in the County Legislature to cover the cost; now, therefore be it

1<sup>st</sup> RESOLVED, that the Suffolk County Classification and Salary Plan and the County Legislature's Operating Budget be and they are hereby amended as follows:

ADDITION TO CLASSIFICATION AND SALARY PLAN

| <u>Spec No.</u> | <u>JC</u> | <u>Position Title</u>              | <u>Grade</u> | <u>BU</u> |
|-----------------|-----------|------------------------------------|--------------|-----------|
| 0754            | C         | Web and Social Media Administrator | 25           | 02        |

AMENDMENT TO OPERATING BUDGET

ADDITION

| <u>Position No.</u> | <u>Spec No.</u> | <u>JC</u> | <u>Position Title</u>              | <u>Grade</u> | <u>BU</u> |
|---------------------|-----------------|-----------|------------------------------------|--------------|-----------|
| 01-1010-0200-0225   | 0754            | C         | Web and Social Media Administrator | 25           | 02        |

DELETION

| <u>Position No.</u> | <u>Spec No.</u> | <u>JC</u> | <u>Position Title</u>     | <u>Grade</u> | <u>BU</u> |
|---------------------|-----------------|-----------|---------------------------|--------------|-----------|
| 01-1010-0100-0175   | 0765            | C         | Office Systems Analyst II | 21           | 02        |

and be it further

2<sup>nd</sup> RESOLVED, that the provisions of the within resolution shall take effect within the first pay period immediately succeeding its adoption.

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County  
Date:

1233

### DISTINGUISHING FEATURES OF THE CLASS

An employee in this class serves as a resource to the Clerk of the County Legislature in the design, development and administration of the Legislature's website and in the development and implementation of content, including graphics, for new and social media for the Legislature's elected and appointed officials within social media policy guidelines. The incumbent will participate in a wide variety of social media activities which may include the usage of both hardware and software tools, such as Web applications, streaming videos, interactive multimedia programs, podcasting, webcasting, online social networking and other new and emerging digital media technologies. An employee in this class is responsible for researching new and social media trends to keep the Legislature on the leading edge of technology in this field. Work is performed under the supervision of the Clerk of the County Legislature and is reviewed through conferences and consultations. Does related work as required.

### TYPICAL WORK ACTIVITIES

Maintains and updates the Legislature's website using e-government strategies to deliver information to its constituents and other interested parties;

Manages the Legislature's presence on social networking sites and creates and implements content for the Legislature on Facebook, Twitter, YouTube, and other similar community sites, according to social media policy guidelines while working with the Department of Information Technology and maintaining nonpartisanship;

Provides search engine optimization and generates website traffic reports using web analytics applications;

Trains and oversees staff of 18 Legislative District Offices to ensure real-time website updates and Content Management System and in the use of online photo editing tools for the publishing and layout design of their websites;

Develops procedures and training manuals for legislative staff to maintain District Office websites;

Provides in-house image and video editing services to legislative staff to enable uploading;

Posts all audio recordings of legislative meetings to the website;

Researches, recommends, installs and optimizes hardware, software and peripherals and trains staff in their usage;

Stays current with new, innovative and constantly changing trends in technology and social media and makes recommendations to the Clerk of the Legislature, Presiding Officer, Director of Budget Review and Legislators on the best utilization of new trends in technology and social media;

Meets with County Department of Information of Technology regularly to stay informed on County-wide technology policies and reports back to the Clerk of the Legislature and makes recommendations regarding the impact of changing County-wide policies;

Obtains signed policy agreements from all trained CMS users and distributes consent forms for posting photographs and newspaper articles.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Comprehensive knowledge of website design and creation; thorough knowledge of current trends and technical developments in the Internet and social media; thorough knowledge of principles, methods, and techniques of website and application programming and analysis; thorough knowledge of current search engines, social media websites and Web management tools; good knowledge of HTML, Dreamweaver, FrontPage and Web browsers; good knowledge of the use and operation of microcomputers and related peripheral equipment; good knowledge of systems analysis, as applicable to Web programming, Web servers and security policies including firewalls and proxy servers; working knowledge of Intranets and security; skill in Web authoring; ability to

(Continued)

1233

create and edit various graphics including GIF and jpeg images; ability to diagnose complex technical problems and develop solutions; ability to understand and follow oral and written instructions; ability to express oneself clearly and concisely, both orally and in writing; ability to establish and maintain effective working relationships with staff and client personnel; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

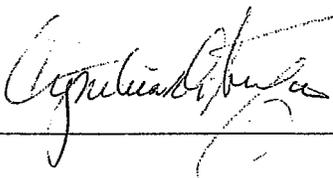
- a) Graduation from a college with federally-authorized accreditation or registration by NY State with a Bachelor's Degree in Computer Science or Information Technology or in a related technical field such as computer technology or web design and one (1) year of government agency experience in planning, developing, implementing or maintaining websites, or providing image or video editing; or,
- b) Graduation from a college with federally-authorized accreditation or registration by NY State with an Associate's Degree in Computer Science or Information Technology or in a related technical field such as computer technology or web design and three (3) years of experience in planning, developing, implementing or maintaining websites, or providing image or video editing. One (1) of the (3) three years of experience must have been in a government agency; or,
- c) Graduation from a standard senior high school or possession of a high school equivalency diploma recognized by the New York State Education Department and five (5) years of experience in planning, developing, implementing or maintaining websites, or providing image or video editing. One (1) of the five (5) years of experience must have been in a government agency; or,
- d) An equivalent combination of education and experience as defined by the limits of a), b), or c).

Note: Coursework from a non-degree granting computer training institution may be accepted based on credit hour equivalence.

02/21/14  
SUFFOLK COUNTY  
Competitive

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1233

|                                                                                                                                                                                                                            |                                                                                      |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------|
| 1. Type of Legislation                                                                                                                                                                                                     |                                                                                      |                   |
| Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____                                                                                                                                           |                                                                                      |                   |
| 2. Title of Proposed Legislation<br>RESOLUTION No. _____ AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE COUNTY LEGISLATURE (WEB AND SOCIAL MEDIA ADMINISTRATOR) |                                                                                      |                   |
|                                                                                                                                                                                                                            |                                                                                      |                   |
| 4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <input checked="" type="checkbox"/>                                                                                                                    |                                                                                      |                   |
| 5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)                                                                                                                                 |                                                                                      |                   |
| County                                                                                                                                                                                                                     | Town                                                                                 | Economic Impact   |
| Village                                                                                                                                                                                                                    | School District                                                                      | Other (Specify):  |
| Library District                                                                                                                                                                                                           | Fire District                                                                        |                   |
| 6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact                                                                                                                                                |                                                                                      |                   |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.                                                                                                                           |                                                                                      |                   |
|                                                                                                                                                                                                                            |                                                                                      |                   |
| 8. Proposed Source of Funding                                                                                                                                                                                              |                                                                                      |                   |
|                                                                                                                                                                                                                            |                                                                                      |                   |
| 9. Timing of Impact                                                                                                                                                                                                        |                                                                                      |                   |
|                                                                                                                                                                                                                            |                                                                                      |                   |
| 10. Typed Name & Title of Preparer                                                                                                                                                                                         | 11. Signature of Preparer                                                            |                   |
| Cynthia DiStefano<br>Director of Classification                                                                                                                                                                            |  | February 21, 2014 |

SCIN FORM 175b (10/95)

2014 INTERGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT

1233

TITLE OF BILL: A Resolution amending the Suffolk County Classification and Salary Plan in Connection with a New Position title in the County Legislature's Office of the Clerk of the Legislature (Web and Social Media Administrator).

PURPOSE OR GENERAL IDEA OF BILL: To provide an appropriate title for the work currently performed and being developed in the Office of the Clerk of the Legislature by an Office Systems Analyst II whose responsibilities have expanded beyond those appropriate for the current title.

SUMMARY OF SPECIFIC PROVISIONS: This Resolution adds the new title of Web and Social Media Administrator to the County's Classification and Salary Plan and adds a Web and Social Media Administrator position to the Legislature's Operating Budget and simultaneously deletes an Office Systems Analyst II position.

JUSTIFICATION: Technological innovations in social and new media are presenting new opportunities for disseminating information and encouraging interaction between the public and the County on issues of concern. The incumbent of the position in the Legislature will train and oversee the staff of 18 district offices and develop procedures and training manuals for office staff. Responsibility will be included for obtaining consent forms as needed for postings and for managing the Legislature's presence on social networking sites. The duties of this position are too broad in scope to be classified in an existing title.

FISCAL IMPACT: None

COUNTY OF SUFFOLK



1233

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF CIVIL SERVICE/HUMAN RESOURCES  
NORTH COUNTY COMPLEX BLDG. 158  
P. O. BOX 6100  
HAUPPAUGE, NY 11788-0099  
(631) 853-5500  
FAX (631) 853-6305

ALAN SCHNEIDER  
PERSONNEL DIRECTOR

*interoffice memorandum*

**TO:** Jon Schneider, Deputy County Executive  
**FROM:** Cynthia DiStefano, Director of Classification   
**DATE:** February 21, 2014  
**RE:** Request for Addition to Classification and Salary Plan

~~~~~  
A draft of a resolution to amend the Classification and Salary Plan to add the title Web and Social Media Administrator is attached. We have determined that a new title is needed in the County Legislature's Office of the Clerk of the Legislature for the position responsible for serving as a resource to the Clerk and elected Legislators in the development and implementation of content for new and social media, utilizing leading edge technology within applicable policy guidelines.

Please initiate this resolution to add the new title to the Classification and Salary Plan. A draft of our proposed specification is attached for your reference.

An e-mail version of the resolution has been sent to CE RESO REVIEW saved under the title "Reso-Leg-Web and Social Media Admin 2-14."

Attachments

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
Jennifer McNamara, Acting Director of Labor Relations  
Timothy Laube, Clerk of the Legislature

1234

Intro. Reso. No. -2014

Laid on Table

3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014, APPROPRIATING FUNDS  
IN CONNECTION WITH SAFETY IMPROVEMENTS AT THE  
POLICE FIREARMS SHOOTING RANGE IN WESTHAMPTON  
(CP 3111)**

**WHEREAS**, the Police Commissioner has requested construction funds for the replacement of the existing roof and sound buffers at the firearms shooting range in Westhampton; and

**WHEREAS**, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said replacement under Capital Project No. 3111; and

**WHEREAS**, Resolution No. 471-1994, as amended by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2014 Adopted Capital Budget and Program, 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 \$350,000 in Suffolk County Serial Bonds; now, therefore be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(C) (1), (2), since it involves rehabilitation of an existing structure with no substantial changes; and as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is determined that this program with a priority ranking of fifty-four (54) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the proceeds of \$350,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-3111.311 (Fund 001-Debt Service)	21	Firearms Shooting Range, Safety Improvements	\$350,000

DATED:

APPROVED BY:

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

Date of Approval:

1234

Intro. Reso. No. -2014

Laid on Table

3/4/14

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014, APPROPRIATING FUNDS  
IN CONNECTION WITH SAFETY IMPROVEMENTS AT THE  
POLICE FIREARMS SHOOTING RANGE IN WESTHAMPTON  
(CP 3111)**

**WHEREAS**, the Police Commissioner has requested construction funds for the replacement of the existing roof and sound buffers at the firearms shooting range in Westhampton; and

**WHEREAS**, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said replacement under Capital Project No. 3111; and

**WHEREAS**, Resolution No. 471-1994, as amended by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2014 Adopted Capital Budget and Program, 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 \$350,000 in Suffolk County Serial Bonds; now, therefore be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(C) (1), (2), since it involves rehabilitation of an existing structure with no substantial changes; and as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is determined that this program with a priority ranking of fifty-four (54) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the proceeds of \$350,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-3111.311 (Fund 001-Debt Service)	21	Firearms Shooting Range, Safety Improvements	\$350,000

DATED:

APPROVED BY:

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

Date of Approval:

1235

Intro. Reso. No. -2014 Laid on Table  
Introduced by Presiding Officer on request of the County Executive

3/4/14

**RESOLUTION NO. -2014, APPROPRIATING FUNDS  
IN CONNECTION WITH THE PURCHASE OF MARINE  
BUREAU DIESEL ENGINES (CP 3198)**

**WHEREAS**, the Police Commissioner has requested funds to purchase diesel propulsion engines used in the Marine Bureau's 38 foot patrol boats; and

**WHEREAS**, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said purchase under Capital Project No. 3198; and

**WHEREAS**, Resolution No. 471-1994, as amended by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2014 Adopted Capital Budget and Program, 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 \$138,574 in Suffolk County Serial Bonds; now, therefore be it

**1<sup>st</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Env. Con. Law Art. 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5(C)(25) and (27), in that the resolution concerns purchase 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 same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is determined that this program with a priority ranking of fifty-two (52) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup> RESOLVED**, that the proceeds of \$138,574 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-3198.519 (Fund 115-Debt Service)	07	Purchase of Marine Bureau Diesel Engines	\$138,574

DATED:

APPROVED BY:

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

Date of Approval:

1236

Intro. Res. No. -2014  
Introduced by Legislator Hahn

Laid on Table 3/4/14

**RESOLUTION NO. - 2014, ADOPTING LOCAL LAW NO.  
-2014, A LOCAL LAW TO REQUIRE THE USE OF  
BIODEGRADABLE PRODUCTS BY CHAIN RESTAURANTS**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on , 2014, a proposed local law entitled, "**A LOCAL LAW TO REQUIRE THE USE OF BIODEGRADABLE PRODUCTS BY CHAIN RESTAURANTS**" now, therefore, be it

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

**LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW TO REQUIRE THE USE OF BIODEGRADABLE  
PRODUCTS BY CHAIN RESTAURANTS**

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

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that the Environmental Protection Agency has determined that the polystyrene manufacturing process is the fifth largest creator of hazardous waste in the United States.

This Legislature also finds and determines that polystyrene foam is a common environmental pollutant and non-biodegradable substance commonly used as food service ware; there is no meaningful method of recycling polystyrene foam food service ware.

This Legislature finds that alternative biodegradable and/or compostable food service ware is readily available for most food service applications and these products are biodegradable and/or compostable.

This Legislature also finds that the use of biodegradable and/or compostable food service ware will reduce the waste stream and waste disposal costs.

This Legislature determines that the County should encourage the use of biodegradable food service containers by all food service businesses and should restrict the use of polystyrene containers by larger chain establishments.

Therefore, the purpose of this law is to eliminate the use of polystyrene foam food service ware by chain food service establishments within Suffolk County.

**Section 2. Definitions.**

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

"BIODEGRADABLE" shall mean a product or package that will completely breakdown and decompose into elements found in nature within a reasonably short time after proper disposal.

"CHAIN FOOD SERVICE ESTABLISHMENT" shall mean a food service establishment or food service establishments operating in Suffolk County that is part of a chain which has five or more locations nationally, doing business under the same trade name, offering predominantly the same types of meals, food or menus regardless of the type of ownership of the individual food service establishment locations.

"COMMISSIONER" shall mean the Commissioner of the Department of Health Services.

"COMPOSTABLE" shall mean all materials in the product or package will breakdown into, or otherwise become part of, usable compost (e.g., soil-conditioning material, mulch) in a safe and timely manner.

"CONCESSIONAIRE" shall mean any person or business who contracts to provide food or beverages at concession stands or cafeterias on property owned by the County of Suffolk.

"CUSTOMER(s)" shall mean any person(s) obtaining prepared food from a chain food service establishment.

"DISPOSABLE FOOD SERVICE WARE" shall mean all bowls, plates, cartons, cups, other containers, trays or other items designed for one time use on or in which any chain food service establishment directly places and/or packages food or provides same to customer(s) to place and/or package food or which are used by customer(s) to food and/or leftovers from partially consumed meals prepared at or by chain food service establishments for consumption at a specific location.

"POLYSTYRENE FOAM" shall mean any blown polystyrene, expanded, and extruded foams (commonly referred to as Styrofoam, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques, including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding and extrusion blow molding (extruded from polystyrene). Polystyrene foam is generally used to make cups, bowls, plates, trays, meat trays and egg cartons.

"PREPARED FOOD" shall mean any food or beverage which is (1) served in Suffolk County or (2) which is packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared on the premises of a chain food service establishment with Suffolk County. This definition shall not include any raw meat, poultry or seafood sold for the purpose of being cooked off premises.

### **Section 3. Disposable Food Service Ware.**

- A. No concessionaire or chain food service establishment shall sell prepared food in any disposable food service ware that contains polystyrene foam.
- B. All concessionaire and chain food service establishments using any disposable food service ware shall use suitable alternative products that are compostable or biodegradable.
- C. Concessionaire or chain food service establishments shall be responsible to provide proof to the Commissioner of the Department of Health Services or his or her designee

that the disposable food service ware used is a suitable, alternative product that is a compostable or biodegradable product.

#### **Section 4. Rules and Regulations.**

- A. The Commissioner of the Department of Health Services is hereby authorized to promulgate rules and regulations and take any and all other reasonable actions necessary to implement and enforce this local law.
- B. The Commissioner shall establish procedures for the hearing of violation cases and imposition of fines. No fine shall be imposed until after a hearing has been held before the Commissioner of the Department of Health Services, upon at least seven business days' notice to the person upon whom such fine is to be levied. Such notice shall be served either personally or by certified mail, return receipt requested, to the last known address of said person and shall state the date and place of the hearing as well as enumerate the grounds constituting the allegations against such person. Said person may be represented by counsel and may produce witnesses in his or her own behalf. A record of the hearing shall be taken and preserved. For purposes of such hearing, the Commissioner may administer oaths, take testimony, subpoena witnesses and compel the production of books, papers, records or other documents deemed pertinent to the subject

#### **Section 5. Penalties.**

Violations of Section 3 of this local law shall be punishable as follows:

- 1. The first violation shall be punishable by a fine not to exceed \$500.
- 2. A second violation shall be punishable by a fine not to exceed \$1,000.
- 3. The third and any subsequent violations shall be punishable by a fine not to exceed \$2,500.

#### **Section 6. Applicability.**

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

#### **Section 7. Reverse Preemption.**

This local law shall be null and void on the day that federal and statewide legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this law, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Suffolk. The County Legislature may determine via duly enacted resolution whether or not identical or substantially similar federal or statewide legislation, or pertinent preempting state or federal regulations have been enacted for the purpose of triggering the provision of this section.

**Section 8. Severability.**

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

**Section 9. SEQRA Determination.**

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

**Section 10. Effective Date.**

This law shall take effect one hundred eighty (180<sup>th</sup>) days subsequent to filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

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

Date:

1236

OFFICE OF THE COUNTY LEGISLATURE  
COUNTY OF SUFFOLK

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



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

DATE: February 27, 2014  
TO: CLERK OF THE COUNTY LEGISLATURE  
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2014

TITLE: I.R. NO. -2014; A LOCAL LAW TO REQUIRE THE USE OF BIODEGRADABLE PRODUCTS  
BY CHAIN RESTAURANTS

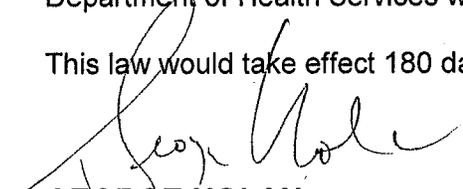
SPONSOR: LEGISLATOR HAHN

DATE OF RECEIPT BY COUNSEL: 2/27/14 PUBLIC HEARING: 3/18/14  
DATE ADOPTED/NOT ADOPTED: \_\_\_\_\_ CERTIFIED COPY RECEIVED: \_\_\_\_\_

This proposed local law would prohibit the use of polystyrene foam disposable food service containers at concession stands or cafeterias at any chain food service establishment<sup>1</sup> operating in Suffolk County and at County concession stands and cafeterias. The law also requires that any concessionaires and chain food service establishments use disposable food service containers that are compostable or biodegradable and provide proof of said use to the Department of Health Services.

Violation of this law shall result in a civil fine. The fine structure provides for a fine of up to \$500 for a first violation, a fine of up to \$1,000 for a second violation, and a fine of up to \$2,500 for a third or any subsequent violations. This law will be enforced by the Department of Health Services. Fines will not be imposed until after a hearing is held by the Commissioner of the Department of Health Services where the alleged violator shall have an opportunity to be heard.

This law would take effect 180 days after its filing in the Office of the Secretary of State.

  
**GEORGE NOLAN**  
Counsel to the Legislature

GN:

s:\rule28\28-styrofoam containers

<sup>1</sup> Chain food service establishment is defined as "a food service establishment or food service establishments operating in Suffolk County that is part of a chain which has five or more locations nationally, doing business under the same trade name, offering predominantly the same types of meals, food or menus regardless of the type of ownership of the individual food service establishment locations."

**MOTION NO. -2014, PROCEDURAL RESOLUTION  
APPORTIONING MORTGAGE TAX BY: COUNTY TREASURER**

**1<sup>st</sup>**         **RESOLVED**, that the joint reports of the Recording Officer and the County Treasurer as filed with this Legislature on December 31, 2013 relative to the distribution of mortgage taxes for the three month period ending December 31, 2013, be accepted and that the amounts specified therein as Exhibit "A" be fixed and determined as the amounts due the Towns and Villages respectively; and be it further

**2<sup>nd</sup>**         **RESOLVED**, that the Presiding Officer and Clerk of this Legislature be authorized to execute and deliver to the County Treasurer a warrant of this Legislature directing her to make the payments therein specified in the report in accordance with the provisions of Section 261 of the Tax Law.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §C2-15(A) OF THE SUFFOLK COUNTY  
CHARTER AND CHAPTER 86 OF THE SUFFOLK COUNTY CODE

EXHIBIT A

OFFICE OF THE COUNTY LEGISLATURE  
Riverhead, New York

TO THE TREASURER OF SUFFOLK COUNTY:

Pursuant to the authority conferred by Section 261 of the New York State Tax Law and a resolution adopted this day relative to the distribution of the mortgage taxes to the several tax districts of this County of the three month period ending December 31, 2013, the County Legislature of this County this day assembled hereby directs you to pay the Supervisors of the several Towns and to the Treasurers of the several villages, as herein after specified, such sums as are listed in the schedule following:

**To the Supervisors of the Towns of:**

Babylon	\$1,095,756.48
Brookhaven	2,861,121.58
East Hampton	1,229,637.08
Huntington	1,947,511.50
Islip	1,847,096.47
Riverhead	264,987.51
Shelter Island	100,130.73
Smithtown	1,132,890.81
Southampton	2,384,629.95
Southold	367,815.63
<b>TOTAL TOWNS</b>	<b>\$13,231,577.74</b>

**To the Treasurers of the Village of:**

Amityville	\$35,151.75
Babylon	45,166.93
Lindenhurst	72,078.37
Belle Terre	7,779.28
Bellport	13,680.06
Lake Grove	44,349.91
Mastic Beach	29,929.56
Old Field	11,804.64
Patchogue	31,474.93
Poquott	5,845.26
Port Jefferson	75,433.10
Shoreham	3,149.34
East Hampton	153,478.28
Sag Harbor	16,314.55
Asharoken	8,581.88
Huntington Bay	13,391.91
Lloyd Harbor	44,125.73
Northport	34,081.80
Brightwaters	13,257.12
Islandia	26,567.63
Ocean Beach	9,367.50
Saltaire	10,387.57
Dering Harbor	2,054.12
Head of the Harbor	14,026.58
Nissequogue	18,111.53
Village of the Branch	12,191.29
North Haven	41,704.82
Quogue	86,988.63
Sagaponack	119,900.60
Sag Harbor	33,355.90
Southampton	306,139.50
Westhampton Beach	74,420.85
Westhampton Dunes	14,438.40
Greenport	8,763.37
<b>TOTAL VILLAGES</b>	<b>\$1,437,492.69</b>

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**GRAND TOTAL** **\$14,669,070.43**

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**Presiding Officer, County Legislature**

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**Clerk, County Legislature**

DATED: