

L A I D O N T H E T A B L E J A N U A R Y 5 , 2 0 1 5

LADS REPORT PREPARED BY:

Michele Gerardi

1000. Updating standard work day and reporting for elected officials – 2015. (Pres. Off.) GOVERNMENT OPERATIONS, PERSONNEL, HOUSING & CONSUMER PROTECTION
1001. Authorizing certain technical correction to Adopted Resolution No. 895-2014. (Co. Exec.) WAYS & MEANS
1002. Appropriating funds in connection with Renovations and Alterations to Probation Buildings (CP 3063). (Co. Exec.) PUBLIC SAFETY
1003. Delegating authority to refund certain erroneous tax payments to the Suffolk County Treasurer. (Co. Exec.) BUDGET AND FINANCE
1004. Appropriating funds in connection with Replacement/Cleanup of Fossil Fuel, Toxic and Hazardous Material Storage Tanks (CP 1706). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1005. Appropriating funds in connection with installation of Fire, Security and Emergency Systems at County Facilities (CP 1710). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1006. Appropriating funds in connection with Removal of Toxic and Hazardous Materials and Components at various County Facilities (CP 1732). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1007. Approving the conveyance of a permanent Telecommunications Public Utility Easement to Verizon New York Inc. in exchange for the termination of a portion of a currently existing Telecommunications Public Utility Easement. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1008. Approving the conveyance of a permanent Natural Gas Public Utility Easement to Key Span Gas East Corporation, d/b/a National Grid in exchange for the termination of a portion of a currently existing Natural Gas Public Utility Easement. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1009. Approving a temporary increase in the fleet of the Suffolk County Department of Fire, Rescue and Emergency Services. (Co. Exec.) PUBLIC SAFETY
1010. Requesting legislative approval of a contract award for Fitness for Duty Psychological Services for the Department of Health Services, Division of Patient Care Services. (Co. Exec.) HEALTH
1011. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 984-2015). (Co. Exec.) BUDGET AND FINANCE

1012. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 985-2015). (Co. Exec.) BUDGET AND FINANCE
1013. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Treasurer By: County Legislature No. 420. (Co. Exec.) BUDGET AND FINANCE
1014. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 986-2015). (Co. Exec.) BUDGET AND FINANCE
1015. Accepting and appropriating 100% Local Government Records Management Improvement Fund Grant from New York State for Records Management Programs. (Co. Exec.) WAYS & MEANS
1016. Accepting and appropriating 100% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of \$100,000 for the 2014 Technical Rescue/Urban Search and Rescue (USAR) Grant Program administered by the Suffolk County Department of Fire, Rescue and Emergency Services and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY
1017. To reappoint member of County Planning Commission (Michael Kaufman). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE
1018. Authorizing the acquisition of a portion of a certain parcel of real property having a Suffolk County Tax Map Identification Number of District 0800 Section 182.00 Block 01.00 Lot 011.004 for sewage treatment, transfer, and pumping purposes and requesting conveyance of same from the Town of Smithtown, Suffolk County, New York pursuant to General Municipal Law §72-h. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1019. Authorizing the acquisition of a portion of a certain parcel of real property having a Suffolk County Tax Map Identification Number of District 0800 Section 185.00 Block 01.00 Lot 041.000 for sewage treatment, transfer, and pumping purposes and requesting conveyance of same from the Town of Smithtown, Suffolk County, New York pursuant to General Municipal Law §72-h. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1020. Amending Resolution No. 738-2014, Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path (CP 5903). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1021. Amending Resolution No. 647-2014, authorizing the County Executive to execute documents relating to the Air National Guard's use of property and equipment at Francis S. Gabreski Airport. (Co. Exec.) ECONOMIC DEVELOPMENT
1022. A Resolution confirming the appointment of Frank Nardelli as the Commissioner of the Suffolk County Department of Labor, Licensing and Consumer Affairs. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, HOUSING & CONSUMER PROTECTION

1023. Authorizing an Intermunicipal Agreement with the Village of Patchogue and the County of Suffolk for exchange services for the mutual benefit of residents of the County and the Village. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1024. Authorizing an Agreement between the County of Suffolk and the Central Pine Barrens Joint Planning and Policy Commission for the operation of a No-Burn Brush Fire Training Course. (Co. Exec.) PUBLIC SAFETY
1025. Establishing a Health Education Ambassador Program for Suffolk County. (Hahn) HEALTH
1026. Adopting Local Law No. -2015, A Local Law Amending Section 232-2 of the Suffolk County Code regarding tax notices after recording of mortgage satisfactions. (Co. Exec.) WAYS & MEANS

1000

Intro. Res. No. -2015
 Introduced by Presiding Officer Gregory

Laid on Table

1/5/15

RESOLUTION NO. -2015, UPDATING STANDARD WORK DAY AND REPORTING FOR ELECTED OFFICIALS - 2015

WHEREAS, the New York State Comptroller established new regulations in 2009, requiring local governments to establish a standard work day for their elected and appointed officials who are members of the New York State and Local Retirement System but not involved in the employer's time keeping system, and further requiring such officials to prepare and submit to the Clerk of the County Legislature a record of their work day activities; and

WHEREAS, Resolution No. 543-2011 established a standard work day for the County's elected officials and reported the number of days worked by the elected officials based on a record of activities they maintained; and

WHEREAS, the New York State Comptroller requires the County to periodically adopt an updated resolution to report the number of days worked by elected officials; now, therefore be it

1st RESOLVED, that the following is adopted to reiterate Suffolk County's standard work day and to report to the New York State and Local Retirement System the number of days worked by certain elected officials:

Title	Name	Social Security Number (Last 4 digits)	Reg. Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System	Days/ Month Based on Record of Activities
Elected Office							
County Clerk	Judith Pascale			6.0	01/01/15 - 12/31/18	N	22.81
County Treasurer	Angie Carpenter			6.0	01/01/14 - 12/31/17	N	22.58
District Attorney	Thomas Spota			6.0	01/01/14 - 12/31/17	N	29.78
Sheriff	Vincent DeMarco			6.0	01/01/14 - 12/31/17	N	23.03
County Comptroller	Joseph Sawicki			6.0	01/01/11 - 12/31/14	N	24.89
Presiding Officer of the County Legislature	DuWayne Gregory			6.0	01/01/14 - 12/31/15	N	25.67
Deputy Presiding Officer of the County Legislature	Jay Schneiderman			6.0	01/01/14 - 12/31/15	N	27.08

Title	Name	Social Security Number (Last 4 digits)	Reg. Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System	Days/ Month Based on Record of Activities
County Legislator	Al Krupski			6.0	01/01/14 - 12/31/15	N	32.67
County Legislator	Kate Browning			6.0	01/01/14 - 12/31/15	N	37.78
County Legislator	Thomas Muratore			6.0	01/01/14 - 12/31/15	N	Not in NYSERS
County Legislator	Kara Hahn				01/01/14 - 12/31/15	N	26.92
County Legislator	Sarah Anker			6.0	01/01/14 - 12/31/15	N	25.28
County Legislator	Robert Calarco			6.0	01/01/14 - 12/31/15	N	23.94
County Legislator	Thomas Cilmi			6.0	01/01/14 - 12/31/15	N	32.78
County Legislator	Thomas Barraga			6.0	01/01/14 - 12/31/15	N	Not in NYSERS
County Legislator	John Kennedy, Jr.			6.0	01/01/14 - 12/31/14 (Left office before term ended)	N	30.17
County Legislator	Robert Trotta			6.0	01/01/14 - 12/31/15	N	Not in NYSERS
County Legislator	Steven Stern			6.0	01/01/14 - 12/31/15	N	27.39
County Legislator	Louis D'Amaro			6.0	01/01/14 - 12/31/15	N	24.67
County Legislator	William Spencer			6.0	01/01/14 - 12/31/15	N	28.47

and be it further

2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency

administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-elected official reporting

1001

Intro. Res. No. -2015
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 1/5/2015

**RESOLUTION NO. -2015, AUTHORIZING CERTAIN
TECHNICAL CORRECTIONS TO ADOPTED RESOLUTION NO.
895-2014**

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 895-2014; and

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

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

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

Resolution No. 895-2014

Under the **2nd RESOLVED** paragraph, remove the 4 from the 2nd, 3rd, and 4th lines.

352-CDV-9285-4980-Contracted Services

4980-TOWN OF EAST HAMPTON JRY1
4980-TOWN OF RIVERHEAD JRZ1
4980-TOWN OF SHELTER ISLAND JSA1

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**RESOLUTION NO. - 2015, APPROPRIATING FUNDS
IN CONNECTION WITH RENOVATIONS AND ALTERATIONS
TO PROBATION BUILDINGS (CP 3063)**

WHEREAS, the Probation Department has requested funds for the Renovations and Alterations to Probation Buildings; and

WHEREAS, there are sufficient funds within the 2015 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 \$250,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(C) (1) and (2) since it involves the maintenance or repair involving no substantial changes in an existing structure or facility and the replacement, rehabilitation or reconstruction of a structure or facility, in kind; and as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-six (56) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

4th **RESOLVED**, that the proceeds of \$250,000 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-3063.312 (Fund 001 Debt Service)	20/34	Renovations and Alterations to Probation Buildings	\$250,000

Date:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1002

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH RENOVATIONS AND ALTERATIONS TO PROBATION BUILDINGS (CP 3063)		
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		
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 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED 2016 CAT BASED ON 2015 DATA.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		December 23, 2014

SCIN FORM 175b (10/95)

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

1002

GENERAL FUND

	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

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	\$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.

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER**

1002

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$15,768	\$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	\$15,768	\$0.03		\$0.000

** The Estimated 2016 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

1002

Term of Bonds	25
Amount to Bond:	\$250,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	\$6,116.82	\$9,650.74	\$15,767.55	\$15,767.55
			\$4,707.30	\$4,707.30	
5/1/2017	3.000%	\$6,352.95	\$4,707.30	\$11,060.25	\$15,767.55
			\$4,584.68	\$4,584.68	
5/1/2018	3.000%	\$6,598.19	\$4,584.68	\$11,182.87	\$15,767.55
			\$4,457.33	\$4,457.33	
5/1/2019	4.000%	\$6,852.90	\$4,457.33	\$11,310.23	\$15,767.55
			\$4,325.06	\$4,325.06	
5/1/2020	4.000%	\$7,117.44	\$4,325.06	\$11,442.50	\$15,767.55
			\$4,187.68	\$4,187.68	
5/1/2021	4.000%	\$7,392.19	\$4,187.68	\$11,579.87	\$15,767.55
			\$4,045.00	\$4,045.00	
5/1/2022	4.000%	\$7,677.55	\$4,045.00	\$11,722.55	\$15,767.55
			\$3,896.81	\$3,896.81	
5/1/2023	4.000%	\$7,973.93	\$3,896.81	\$11,870.74	\$15,767.55
			\$3,742.90	\$3,742.90	
5/1/2024	4.000%	\$8,281.75	\$3,742.90	\$12,024.65	\$15,767.55
			\$3,583.05	\$3,583.05	
5/1/2025	4.000%	\$8,601.45	\$3,583.05	\$12,184.50	\$15,767.55
			\$3,417.03	\$3,417.03	
5/1/2026	4.000%	\$8,933.49	\$3,417.03	\$12,350.52	\$15,767.55
			\$3,244.60	\$3,244.60	
5/1/2027	4.000%	\$9,278.35	\$3,244.60	\$12,522.95	\$15,767.55
			\$3,065.52	\$3,065.52	
5/1/2028	4.000%	\$9,636.52	\$3,065.52	\$12,702.04	\$15,767.55
			\$2,879.52	\$2,879.52	
5/1/2029	4.125%	\$10,008.52	\$2,879.52	\$12,888.04	\$15,767.55
			\$2,686.34	\$2,686.34	
5/1/2030	4.125%	\$10,394.88	\$2,686.34	\$13,081.22	\$15,767.55
			\$2,485.70	\$2,485.70	
5/1/2031	4.125%	\$10,796.15	\$2,485.70	\$13,281.85	\$15,767.55
			\$2,277.32	\$2,277.32	
5/1/2032	4.250%	\$11,212.91	\$2,277.32	\$13,490.23	\$15,767.55
			\$2,060.90	\$2,060.90	
5/1/2033	4.250%	\$11,645.76	\$2,060.90	\$13,706.66	\$15,767.55
			\$1,836.12	\$1,836.12	
5/1/2034	4.250%	\$12,095.32	\$1,836.12	\$13,931.44	\$15,767.55
			\$1,602.66	\$1,602.66	
5/2/2035	4.375%	\$12,562.24	\$1,602.66	\$14,164.90	\$15,767.55
			\$1,360.19	\$1,360.19	
5/1/2036	4.375%	\$13,047.18	\$1,360.19	\$14,407.37	\$15,767.55
			\$1,108.36	\$1,108.36	
5/1/2037	4.375%	\$13,550.84	\$1,108.36	\$14,659.20	\$15,767.55
			\$846.81	\$846.81	
5/1/2038	4.500%	\$14,073.94	\$846.81	\$14,920.75	\$15,767.55
			\$575.16	\$575.16	
5/2/2039	4.500%	\$14,617.24	\$575.16	\$15,192.39	\$15,767.55
			\$293.03	\$293.03	
5/1/2040	4.500%	\$15,181.50	\$293.03	\$15,474.53	\$15,767.55
		\$250,000.00	\$144,188.86	\$394,188.86	\$394,188.86

1002

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: APPROPRIATING FUNDS IN CONNECTION WITH RENOVATIONS AND ALTERATIONS TO PROBATION ADMINISTRATIVE BUILDING (CAPITAL PROGRAM NUMBER 3063) AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE RELATED AGREEMENTS.

PURPOSE OR GENERAL IDEA OF BILL: The Director of Probation has requested the appropriation and bonding of funds in connection with the 2015 Adopted Capital Program specifically for Program #3063, entitled Renovations and Alterations to Probation Buildings.

SUMMARY OF SPECIFIC PROVISIONS: This Legislation requests the appropriation and bonding of \$250,000 in Capital funding. This funding will facilitate the replacement and upgrade of two existing, forty five year old, public restrooms.

JUSTIFICATION: The Probation Department has a need for this replacement and upgrade as the bathrooms are in constant use as the probationers are here at least four (4) days a week for office reports and drug testing. With the building of a separate Drug testing center it will be necessary to tie into the antiquated plumbing that currently supports the public restrooms necessitating the renovations..

FISCAL IMPLICATIONS: The funding will have to be bonded which results in future repayment of debt service and related interest charges. The allocated funding was included in the adopted 2015 Capital Program Budget. The Legislation requests the appropriation of the \$250,000.

COUNTY OF SUFFOLK

1002



Steve Bellone
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PROBATION

Patrice S. Dlhopsky
DIRECTOR

November 19, 2014

Jon Schneider, Deputy County Executive

Enclosed please find 2 copies of a draft Capital Project resolution packet prepared by the Suffolk County Dept. of Probation.

This packet is requesting appropriation and bonding of the approved funding for Capital Program #3063 entitled Renovations and Alterations to Probation Buildings. The approved value for 2015 is \$250,000.00. The funding is to provide for the replacement and upgrade of two existing, forty five year old, public restrooms in the Yaphank Probation Building.

This action is considered a Type II Action under SEQRA in accordance with Title 6 NYCRR, Part 617.5(c)(1) and (2).

An e-mail copy of the resolution has been sent to CE RESO Review under the title Reso-PRO-CP3063 Drug Test Center doc.

Please feel free to contact Anne Abel at 2-5032 if you have any questions. I thank you in advance for any assistance that can be given to this matter.

Patrice S. Dlhopsky
Probation Director
852-5101

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
CE RESO Review (e-mail)

Intro. Res. No. 1003-15
Introduced by Presiding Officer at the request of the Suffolk County Executive

Laid on Table 1/5/15

**RESOLUTION NO. 2015, DELEGATING AUTHORITY
TO REFUND CERTAIN ERRONEOUS TAX PAYMENTS TO
THE SUFFOLK COUNTY TREASURER**

Whereas, Section 556, New York **REAL PROPERTY TAX LAW** has been amended to permit the Suffolk County Legislature to delegate its authority to refund erroneous tax payments of **TWO THOUSAND FIVE HUNDRED (\$2500.00) DOLLARS** or less; now, therefore, be it

Resolved, that this Legislature hereby delegates to the Suffolk County Treasurer the authority to grant real property tax refunds of **TWO THOUSAND FIVE HUNDRED (\$2500.00) DOLLARS** or less to property owners in the County of Suffolk upon receipt of written reports of investigation and recommendation by the County Director of Real Property Tax Service Agency; and be it further

Resolved, that if the County Treasurer denies the refund, in whole or in part, the County Treasurer shall transmit to the Suffolk County Legislature together with copies of the application and the reasons for denial of the refund, and be it further

Resolved, that the County Treasurer shall submit a report of the refunds processed to the Suffolk County Legislature on or before the fifteenth (15) day of each month for the actions taken during the preceding month amount of the refund; and be it further

Resolved, that this resolution shall only be in effect through December 31st of 2015.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1003

1. Type of Legislation
ResolutionXXX Local Law Charter Law

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

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

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

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

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

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

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

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

9. Timing of Impact
Variable

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

Angie M. Carpenter
County Treasurer

Angie M. Carpenter 11/24/14



1003

SUFFOLK COUNTY TREASURER

330 CENTER DRIVE RIVERHEAD, N.Y. 11901-3311

Telephone: (631) 852-1500 FAX (631) 852-1507

ANGIE M. CARPENTER
COUNTY TREASURER

DOUGLAS W. SUTHERLAND
CHIEF DEPUTY

DIANE M. STUKE
DEPUTY

MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Angie M. Carpenter, Suffolk County Treasurer
DATE: November 21, 2014
RE: UNDER \$2500.00 RESOLUTION

.....

Enclosed please find a proposed resolution, which this office requests be submitted to the Suffolk County Legislature for approval.

Also enclosed is any back-up material pertaining to this request.

Should you need anything further, please contact me.

AMC:dz

Enc.

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

**RESOLUTION NO. - 2015, APPROPRIATING FUNDS
IN CONNECTION WITH REPLACEMENT / CLEANUP OF
FOSSIL FUEL, TOXIC & HAZARDOUS MATERIAL STORAGE
TANKS (CP 1706)**

WHEREAS, the Commissioner of Public Works has requested funds for the Replacement / Cleanup of Fossil Fuel, Toxic & Hazardous Material Storage Tanks; and

WHEREAS, there are sufficient funds within the 2015 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, amortizing the bonds over the period of probable usefulness ("PPU") of the project may be fiscally beneficial as compared to including the project in the weighted average maturity ("WAM") determined for a typical bond issue; and

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

1st **RESOLVED**, that as the upgrading and replacement of tanks are mandated by Article 12 of the Suffolk County Sanitary Code and Title 40 of the Code of Federal Regulations that the Legislature being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby determines that this action constitutes a Type II action pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under "SEQRA"; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-eight (68) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

4th **RESOLVED**, that if it is determined to be fiscally beneficial, the replacement and cleanup of fossil fuel, toxic and hazardous material storage tanks will be financed utilizing the PPU of the project; and be it further

5th **RESOLVED**, that the proceeds of \$100,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1706.333 (Fund 001 Debt Service)	20	Construction for Replacement / Clean up of Fossil Fuel, Toxic & Hazardous Material Storage Tanks	\$100,000

Date:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

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

1004

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER**

1004

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$22.085	\$0.04		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$22.085	\$0.04		\$0.000

* The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds
Level Debt

1004

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

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	\$18,685.45	\$3,400.00	\$22,085.45	\$22,085.45
5/1/2017	3.000%	\$19,320.75	\$1,382.35	\$20,703.10	\$22,085.45
5/1/2018	3.000%	\$19,977.66	\$1,053.89	\$21,031.55	\$22,085.45
5/1/2019	4.000%	\$20,656.90	\$714.27	\$21,371.17	\$22,085.45
5/1/2020	4.000%	\$21,359.24	\$363.11	\$21,722.34	\$22,085.45
5/1/2021		\$100,000.00	\$10,427.25	\$110,427.25	\$110,427.25
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					
5/1/2033					

COUNTY OF SUFFOLK



1004

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

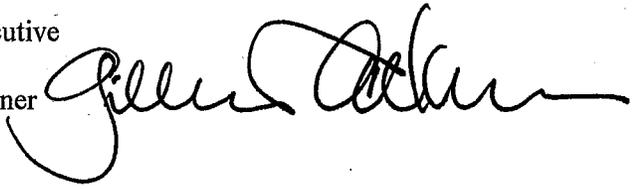
PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P. E., Commissioner 

DATE: November 21, 2014

RE: **CP 1706 – Replacement / Clean up of Fossil Fuel, Toxic & Hazardous Material Storage Tanks**

Attached for your review is a draft resolution appropriating the sum of \$100,000 in construction funds to our program to bring all of our storage tanks and facilities in compliance with Article 12 of the Suffolk County Health Code. With a few exceptions, which will be addressed as part of larger building renovation projects, we have completed the original program as outlined by the Suffolk County Tank Committee. Nevertheless, we continue to have various Departments identify tanks that were not included on the original list, and need to be upgraded or replaced.

As the upgrading and replacement of tanks are mandated by Article 12 of the Suffolk County Sanitary Code and Title 40 of the Code of Federal Regulations, the Legislature has determined that under the State Environmental Quality Review Act (SEQRA), Environmental Conservation Law Article 8, that this action constitutes a Type II action pursuant to Volume 6 of the New York Code of Rules and Regulations (NYCRR).

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 1706-Tank Removal.doc.

GA/KL/ba
attachments

cc: Dennis M. Cohen, Chief Deputy County Executive
 Lisa Santerano, 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

1005

Intro. Res. No. - 2015

Laid on the Table

1/5/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH INSTALLATION OF FIRE, SECURITY AND EMERGENCY SYSTEMS AT COUNTY FACILITIES (CP 1710)

WHEREAS, the Commissioner of Public Works has requested funds for the Installation of Fire, Security and Emergency Systems at County Facilities; and

WHEREAS, there are sufficient funds within the 2015 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 \$450,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, pursuant to the State Environmental Quality Review Act (SEQRA), Environmental Conservation Law Article 8, Resolution No. 254-2005 classified the action contemplated by this as Type II Action; and be it further

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

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

4th RESOLVED, that the proceeds of \$450,000 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-1710.325 (Fund 001 Debt Service)	20	Construction for Installation of Fire, Security and Emergency Systems at County Facilities	\$450,000

Date:

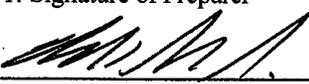
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1005

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH INSTALLATION OF FIRE, SECURITY AND EMERGENCY SYSTEMS AT COUNTY FACILITIES (CP 1710)		
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 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED 2016 CAT BASED ON 2015 DATA.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		December 24, 2014

SCIN FORM 175b (10/95)

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

1005

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds
Level Debt

1005

Term of Bonds: 10
Amount to Bond: \$450,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	\$38,064.13	\$16,500.00	\$54,564.13	\$54,564.13
			\$7,552.16	\$7,552.16	
5/1/2017	3.000%	\$39,459.81	\$7,552.16	\$47,011.97	\$54,564.13
			\$6,828.73	\$6,828.73	
5/1/2018	3.000%	\$40,906.67	\$6,828.73	\$47,735.40	\$54,564.13
			\$6,078.77	\$6,078.77	
5/1/2019	4.000%	\$42,406.58	\$6,078.77	\$48,485.35	\$54,564.13
			\$5,301.32	\$5,301.32	
5/1/2020	4.000%	\$43,961.49	\$5,301.32	\$49,262.81	\$54,564.13
			\$4,495.36	\$4,495.36	
5/1/2021	4.000%	\$45,573.41	\$4,495.36	\$50,068.77	\$54,564.13
			\$3,659.85	\$3,659.85	
5/1/2022	4.000%	\$47,244.44	\$3,659.85	\$50,904.28	\$54,564.13
			\$2,793.70	\$2,793.70	
5/1/2023	4.000%	\$48,976.73	\$2,793.70	\$51,770.43	\$54,564.13
			\$1,895.79	\$1,895.79	
5/1/2024	4.000%	\$50,772.54	\$1,895.79	\$52,668.33	\$54,564.13
			\$964.96	\$964.96	
5/1/2025	4.000%	\$52,634.20	\$964.96	\$53,599.16	\$54,564.13
5/1/2026		\$450,000.00	\$95,641.25	\$545,641.25	\$545,641.25
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					
5/1/2033					

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER**

1005

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$54,564	\$0.10		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$54,564	\$0.10		\$0.000

* The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COUNTY OF SUFFOLK

1005



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

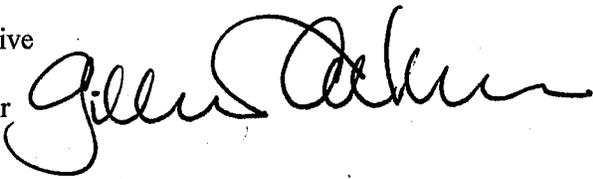
PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P. E., Commissioner 

DATE: November 21, 2014

RE: CP 1710 – Installation of Fire, Security and Emergency Systems at County Facilities

Attached for your review is a draft resolution appropriating the sum of \$450,000 construction funding for the installation and/or replacement of fire alarm/detection, fire sprinklers and security systems at facilities including but not necessarily limited to the SCPD Helicopter Facility (C0137), Sheriff Jail Storage (C0818), and Labor Department Buildings (C0015, C0017 & C0803). Also included are funds for miscellaneous uninterruptible power supply system replacements and the initial phase of the new carbon monoxide detector installation program.

This action is considered a Type II Action under SEQRA in accordance with Resolution 254-2005.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 1710-Fire Alarms.doc.

GA/KL/ba
attachments

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santerano, 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

**RESOLUTION NO. - 2015, APPROPRIATING FUNDS
IN CONNECTION WITH REMOVAL OF TOXIC AND
HAZARDOUS MATERIALS AND COMPONENTS AT VARIOUS
COUNTY FACILITIES (CP 1732)**

WHEREAS, the Commissioner of Public Works has requested funds for the Removal of Toxic and Hazardous Materials and Components at Various County Facilities; and

WHEREAS, there are sufficient funds within the 2015 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 \$100,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, pursuant to the State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA"), Resolution No. 256-2005 classified the action contemplated by this as a Type II Action; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-seven (67) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

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

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1732.331 (Fund 001 Debt Service)	20	Construction of Removal of Toxic and Hazardous Materials and Components at Various County Facilities	\$100,000

Date:

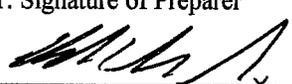
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1006

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. - 2015, APPROPRIATING FUNDS IN CONNECTION WITH REMOVAL OF TOXIC AND HAZARDOUS MATERIALS AND COMPONENTS AT VARIOUS COUNTY FACILITIES (CP 1732)		
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 2015 AND DEBT SERVICE WILL COMMENCE SPRING 2016. THERE IS NO FISCAL IMPACT IN 2015. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2016 OPERATING BUDGET. ATTACHED 2016 CAT BASED ON 2015 DATA.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		December 24, 2014

SCIN FORM 175b (10/95)

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

1006

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER**

1006

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$8,838	\$0.02		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 AV TAX RATE PER \$100	2016 FEV TAX RATE PER \$1000
TOTAL	\$8,838	\$0.02		\$0.000

* The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds
Level Debt

1006

Term of Bonds: 15
Amount to Bond: \$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2015					
5/1/2016	3.000%	\$5,087.59	\$3,750.00	\$8,837.59	\$8,837.59
			\$1,779.61	\$1,779.61	
5/1/2017	3.000%	\$5,278.38	\$1,779.61	\$7,057.99	\$8,837.59
			\$1,680.64	\$1,680.64	
5/1/2018	3.000%	\$5,476.32	\$1,680.64	\$7,156.96	\$8,837.59
			\$1,577.96	\$1,577.96	
5/1/2019	4.000%	\$5,681.68	\$1,577.96	\$7,259.64	\$8,837.59
			\$1,471.43	\$1,471.43	
5/1/2020	4.000%	\$5,894.74	\$1,471.43	\$7,366.17	\$8,837.59
			\$1,360.90	\$1,360.90	
5/1/2021	4.000%	\$6,115.80	\$1,360.90	\$7,476.70	\$8,837.59
			\$1,246.23	\$1,246.23	
5/1/2022	4.000%	\$6,345.14	\$1,246.23	\$7,591.37	\$8,837.59
			\$1,127.26	\$1,127.26	
5/1/2023	4.000%	\$6,583.08	\$1,127.26	\$7,710.34	\$8,837.59
			\$1,003.82	\$1,003.82	
5/1/2024	4.000%	\$6,829.95	\$1,003.82	\$7,833.77	\$8,837.59
			\$875.76	\$875.76	
5/1/2025	4.000%	\$7,086.07	\$875.76	\$7,961.83	\$8,837.59
			\$742.90	\$742.90	
5/1/2026	4.000%	\$7,351.80	\$742.90	\$8,094.70	\$8,837.59
			\$605.05	\$605.05	
5/1/2027	4.000%	\$7,627.49	\$605.05	\$8,232.54	\$8,837.59
			\$462.04	\$462.04	
5/1/2028	4.000%	\$7,913.52	\$462.04	\$8,375.56	\$8,837.59
			\$313.66	\$313.66	
5/1/2029	4.125%	\$8,210.28	\$313.66	\$8,523.94	\$8,837.59
			\$159.72	\$159.72	
5/1/2030	4.125%	\$8,518.16	\$159.72	\$8,677.88	\$8,837.59
5/1/2031		\$100,000.00	\$32,563.92	\$132,563.92	\$132,563.92
5/1/2032					
5/1/2033					

COUNTY OF SUFFOLK



1006

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

TO: Jon Schneider, Deputy County Executive
FROM: Gilbert Anderson, P. E., Commissioner 
DATE: November 21, 2014
RE: CP 1732 – Removal of Toxic and Hazardous Materials and Components at Various County Facilities

Attached for your review is a draft resolution appropriating the sum of \$100,000 construction funds. The construction funds address the removal and disposal of toxic and hazardous materials often found in our older buildings during demolition or alteration projects.

This action is considered a Type II Action under SEQRA in accordance with Resolution No. 256-2005.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 1732-Haz Mat.doc.

GA/KL/ba
Attachments

cc: Dennis M. Cohen, Chief Deputy County Executive
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

1007

Intro. Res. No. - 2015
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 1/5/15

**RESOLUTION NO. - 2015, APPROVING THE
CONVEYANCE OF A PERMANENT TELECOMMUNICATIONS
PUBLIC UTILITY EASEMENT TO VERIZON NEW YORK INC. IN
EXCHANGE FOR THE TERMINATION OF A PORTION OF A
CURRENTLY EXISTING TELECOMMUNICATIONS PUBLIC
UTILITY EASEMENT**

WHEREAS, the Suffolk County Department of Public Works, under Capital Program Number 5510, Phase 1, is in the process of reconfiguring the offset intersection of C.R. 3, Wellwood Avenue, with Conklin Street and Long Island Avenue, in the Town of Babylon, Suffolk County, New York, into a single intersection; and

WHEREAS, in order to create this new intersection, it is essential to relocate certain sections of the currently-existing Conklin Street and Long Island Avenue; and

WHEREAS, one or more public utility easements, recorded in the Office of the Suffolk County Clerk, running in favor of Verizon New York Inc., allows said Public Utility to locate its utilities and associated equipment and facilities along the currently-existing Conklin Street and Long Island Avenue, a description of which is annexed hereto as Exhibit "1"; and

WHEREAS, Verizon New York, Inc., has agreed to terminate that portion of their public utility easement area described in Exhibit "1" in exchange for a new public utility easement over the relocated portions of Conklin Street, and Long Island Avenue, a description of which is annexed hereto as Exhibit "2" for a consideration of One Dollar (\$1.00) (waived); now therefore, be it

1st RESOLVED, that the Suffolk County Department of Public Works be and hereby is authorized to convey a permanent telecommunications public utility easement to Verizon New York, Inc. for the area described in Exhibit "2" attached hereto, in exchange for a partial termination of easement described in Exhibit "1" attached hereto by Verizon New York, Inc., for a consideration of One Dollar (\$1.00) waived; and be it further

2nd RESOLVED, that pursuant to Adopted Resolution No. 981-2008 duly adopted by the Suffolk County Legislature on December 2, 2008, the above activity constitutes an unlisted action pursuant to the provisions of Title 6 NYCRR Part 617 and Chapter 279 of the SUFFOLK COUNTY CODE; and be it further

3rd RESOLVED, that pursuant to Adopted Resolution No. 981-2008 duly adopted by the Suffolk County Legislature on December 2, 2008, the project will not have a significant effect on the environment for the following reasons:

- 1.) The proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;

- 2.) The proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code;
- 3.) The parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties; no high groundwater and no unmanageable slopes);
- 4.) Existing drainage problems will be alleviated; and
- 5.) Traffic safety will be improved and traffic congestion mitigated;

4th **RESOLVED**, the Commissioner of the Suffolk County Department of Public Works, or his duly appointed Designee, is hereby authorized empowered and directed to take such actions to execute such other documents as are required to consummate this transaction; and be it further.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

COUNTY OF SUFFOLK – DEPARTMENT OF PUBLIC WORKS

Tax Map Index Number: 0100-051.00-Part of Long Island Avenue

Capital Project No.: 5510

County Road Number: 3

Map Number: 21R

Name of Road: Wellwood Avenue and Long Island Avenue **Area:** 2

Telephone Easement to be extinguished

All that piece or parcel of land situate in the Town of Babylon, County of Suffolk, State of New York, as shown on Map 21R and described as follows:

Beginning at a point at the intersection of the proposed easterly line of Wellwood Avenue, County Road 3, with the existing northerly line of Long Island Avenue, said point being 86± feet northerly measured at right angles from Station LIA 21+04± of the hereinafter described proposed road alignment for Long Island Avenue;

Thence easterly along the existing northerly line of Long Island Avenue, 483± feet, to a point 21± feet northerly measured at right angles from Station LIA 25+95±;

Thence southwesterly along the proposed northerly line of Long Island Avenue, on the arc of a curve to the left having a radius of 771.00 feet, a distance of 44± feet, to a point 21.00 feet northwesterly measured at right angles from Station LIA 25+52.15;

Thence westerly through Area 1 as shown on Map 21R, 438.41 feet to the said proposed easterly line of Wellwood Avenue, said point being 79.96 feet northerly measured at right angles from Station LIA 21+04.24;

Thence northwesterly along said proposed easterly line of Wellwood Avenue, on the arc of a curve bearing to the right having a radius of 48.00 feet, a distance of 6± feet, to the point of beginning, containing 2,754± square feet or 0.063± acres.

The above mentioned Proposed Road Alignment is taken from the Construction Plans for Project Titled "Intersection Realignment of CR 3, Pinelawn Road/Wellwood Avenue with Conklin Street and Long Island Avenue" on file in the Office of the Commissioner of Public Works.

Described By: JSS
Checked By: JMc
Revised By: JSS
Revised By: JSS

Date: 11/11
Date: 11/11
Date: 5/12
Date: 6/12



EXHIBIT "2"

COUNTY OF SUFFOLK – DEPARTMENT OF PUBLIC WORKS

Tax Map Index Number: 0100-051.00-Part of proposed Long Island Avenue and existing Wellwood Avenue.

Capital Project No.: 5510

County Road Number: 3

Map Number: 2

Name of Road: Wellwood Avenue and Long Island Avenue

To Be Conveyed to: Verizon Communications, for the purposes of an Easement.

COMMENCING at the intersection of the existing easterly line of Suffolk County Route 3 (Wellwood Avenue) with the southerly line of Long Island Avenue as shown in "MAP SHOWING PROPERTY TO BE CONVEYED TO "PINELAWN CEMETERY, INC." BY SUFFOLK COUNTY DEPT. OF PUBLIC WORKS FOR THE INTERSECTION REALIGNMENT OF THE C.R. 3 PINELAWN ROAD/WELLWOOD AVENUE WITH CONKLIN STREET AND LONG ISLAND AVENUE", Map 21R, said intersection being located 53± feet northerly, measured at right angles from station LIA 20+83± of the proposed road alignment for Conklin Street (Garden City Avenue);

THENCE easterly along said southerly line North 72 degrees 57 minutes 46 seconds East a distance of 349± feet to a point 21± feet northerly, measured at right angles from station LIA 24+41± to the **Point of Beginning**;

THENCE from said **Point of Beginning** continuing easterly along said southerly line of Long Island Avenue North 72 degrees 57 minutes 46 seconds East a distance of 156± feet to a point of curvature, said point being 12± feet southerly, measured at right angles from station LIA 25+93±;

THENCE through the proposed alignment of Long Island Avenue as shown on "MAP SHOWING PROPERTY TO BE CONVEYED TO "PINELAWN CEMETERY, INC." BY SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS FOR THE INTERSECTION REALIGNMENT OF THE C.R. 3 PINELAWN ROAD/WELLWOOD AVENUE WITH CONKLIN STREET AND LONG ISLAND AVENUE", Map 21R, the following seven (7) courses:

- 1) Along the arc of a non-tangent curve to the left having radius 738.00 feet a distance of 178± feet to a point of reverse curvature, said point being 13.60 feet southerly, measured at right angles from station LIA 24+13.79;
- 2) Along the arc of a tangent curve to the right having a radius of 545.50 feet a distance of 188.83 feet to a point 21.53 feet southerly, measured at right angles from station LIA 22+29.90;
- 3) South 72 degrees 40 minutes 36 seconds West a distance of 149.88 feet to a point 21.50 feet southerly as measured at right angles from station LIA 20+80.21;
- 4) North 17 degrees 19 minutes 24 seconds West a distance of 33.00 feet to a point 11.50 northerly, measured at right angles from station LIA 20+80.21;

- 5) North 72 degrees 40 minutes 36 seconds East a distance of 149.88 feet to a point of curvature, said point being 11.47 feet northerly, measured at right angles from station LIA 22+30.19;
- 6) Along the arc of a tangent curve to the left having a radius of 512.50 feet a distance of 177.41 feet to a point of reverse curvature, said point being 19.25 feet northerly, measured at right angles from station LIA 24+10.66;
- 7) Along the arc of a tangent curve to the right having a radius of 771.00 feet a distance of 29± feet to the southerly line of Long Island Avenue and the Point of Beginning, containing 14,012± square feet or 0.322± acres.

The above mentioned Proposed Road Alignment is take from the Construction Plans for Project Titled "Intersection Realignment of CR 3; Pinelawn Road/Wellwood Avenue with Conklin Street and Long Island Avenue" on file in the office of the Commissioner of Public Works.

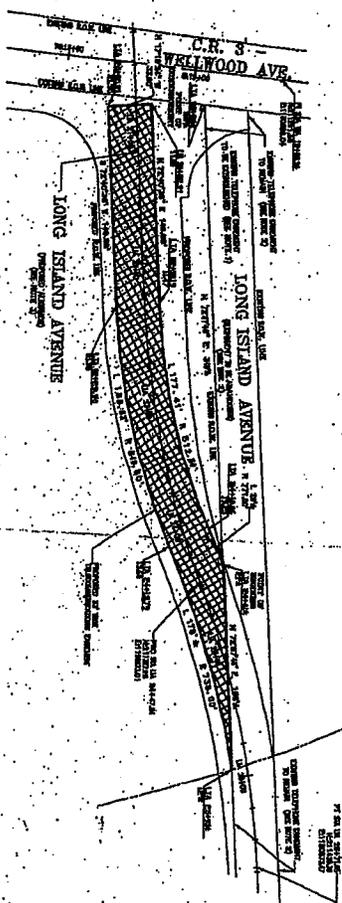
Described By: JS
Checked By: MB
Revised By: JS

Date: 03/14
Date: 03/14
Date: 04/14

COUNTY OF SUFFOLK
 DEPARTMENT OF PUBLIC WORKS
 CLERK OF SUPERIOR COURT
 100 N. GARDEN STREET
 SUFFOLK COUNTY, NEW YORK

IF THIS STATE CONVEYANCE INSTRUMENT
 IS TO BE RECORDED IN THE
 COUNTY OF SUFFOLK, NEW YORK
 AND IS UNDER \$5000.00

DATE: 08/14/14
 TIME: 10:00 AM
 COUNTY: SUFFOLK
 TOWN: BARTON
 PARCEL: 144.0122
 MAP: 144.0122
 SHEET: 1 OF 1



MAP SHOWING
 PROPOSED TELECOMMUNICATIONS EASEMENT TO BE CONVEYED
 FROM
 "SUFFOLK COUNTY"
 (REQUIRED OWNER)
 TO
 "VERIZON COMMUNICATIONS"
 AT THE INTERSECTION/REALIGNMENT OF
 C.R. 3 PINELAWN ROAD/ WELLMOOD AVENUE WITH
 CONKLIN STREET AND LONG ISLAND AVENUE
 TOWN OF BARTON, SUFFOLK COUNTY, N.Y.
 EASEMENT CONVEYANCE AREA = 144.0122 SQ. FT. OR 0.2222 ACRES

- NOTES:
- 1) THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA IS SHOWN IN SHADING ON THIS MAP. THE EASEMENT AREA IS BOUNDARY BY THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA AND THE EXISTING EASEMENT AREA. THE EASEMENT AREA IS BOUNDARY BY THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA AND THE EXISTING EASEMENT AREA.
 - 2) THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA IS BOUNDARY BY THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA AND THE EXISTING EASEMENT AREA.
 - 3) THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA IS BOUNDARY BY THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA AND THE EXISTING EASEMENT AREA.
 - 4) THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA IS BOUNDARY BY THE PROPOSED VERIZON COMMUNICATIONS EASEMENT AREA AND THE EXISTING EASEMENT AREA.

GPI Geotechnical - Fallers, Inc.
 Engineering and Construction Services
 100 N. GARDEN STREET
 SUFFOLK COUNTY, NEW YORK

**20143 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL:

RESOLUTION NO. -2014, APPROVING THE CONVEYANCE OF A PERMANENT TELECOMMUNICATIONS PUBLIC UTILITY EASEMENT TO VERIZON NEW YORK INC. IN EXCHANGE FOR THE TERMINATION OF A PORTION OF A CURRENTLY EXISTING TELECOMMUNICATIONS PUBLIC UTILITY EASEMENT.

PURPOSE OR GENERAL IDEA OF BILL:

To convey a telecommunications public utility easement over Suffolk County land in exchange for the termination of a portion of a telecommunications public utility easement currently running in favor of Verizon New York, Inc..

SUMMARY OF SPECIFIC PROVISIONS:

Certain segments of active right of way are being abandoned as a part of the reconfiguration of an intersection. This active right of way contains one or more public utility easements that have to be moved to the relocated intersection. The subject resolution will allow the relocation of these essential public utility at a cost of \$1.00 (waived) to the County in land acquisition costs.

JUSTIFICATION:

Without the approval of the subject resolution, it will take the County far longer and at greater expense to ultimately relocate the subject utility.

FISCAL IMPLICATIONS:

There is no monetary land acquisition cost for the relocation of the subject public utility.

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 *Danell Sijan for Gil Anderson*

DATE: December 8, 2014

RE: **Approving the Conveyance of a Permanent Telecommunications Public Utility Easement to Verizon New York, Inc. in Exchange for the Termination of a Portion of a Currently Existing Telecommunications Public Utility Easement**

Attached is a draft resolution approving and authorizing an exchange with Verizon New York, Inc. This exchange involves the conveyance of a permanent telecommunications public utility easement to Verizon for the termination of a portion of a currently existing telecommunications public utility easement, in connection with CP 5510 (Phase 1).

CP 5510 involves the reconfiguring of the intersection of CR 3, Wellwood Avenue with Conklin Street and Long Island Avenue, in the Town of Babylon. In order to create this new intersection, relocation of certain sections of the currently-existing Conklin Street and Long Island Avenue is required. One or more public utility easements allow Verizon to locate its utilities and associated equipment and facilities along this currently-existing location. Verizon has agreed to terminate this portion of the public utility easement area in exchange for a new public utility easement along the relocated portions of Conklin Street and Long Island Avenue. The consideration for this exchange is One Dollar (\$1.00) (waived).

The Suffolk County Legislature has reviewed this project and, pursuant to Resolution No. 981-2008, has determined that this project constitutes an unlisted action pursuant to Title 6 of the New York Code of Rules and Regulations ("NYCRR").

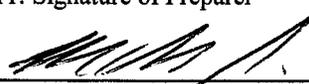
An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CR3 Easement Ex Verizon.doc".

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

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		
<p>RESOLUTION NO. - 2015, APPROVING THE CONVEYANCE OF A PERMANENT TELECOMMUNICATIONS PUBLIC UTILITY EASEMENT TO VERIZON NEW YORK INC. IN EXCHANGE FOR THE TERMINATION OF A PORTION OF A CURRENTLY EXISTING TELECOMMUNICATIONS PUBLIC UTILITY EASEMENT</p>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<p>County</p>	<p>Town</p>	<p>Economic Impact</p>
<p>Village</p>	<p>School District</p>	<p>Other (Specify):</p>
<p>Library District</p>	<p>Fire District</p>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
The Suffolk County Department of Public Works be and hereby is authorized to convey a permanent telecommunications public utility easement to Verizon New York, Inc., in exchange for a partial termination of easement described by Verizon New York, Inc., for a consideration of One Dollar (\$1.00) waived.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact		
Upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		December 22, 2014

SCIN FORM 175b (10/95)

**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	\$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
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	\$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.

1008

Intro. Res. No. - 2015
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 1/5/15

**RESOLUTION NO. - 2015, APPROVING THE
CONVEYANCE OF A PERMANENT NATURAL GAS PUBLIC
UTILITY EASEMENT TO KEY SPAN GAS EAST
CORPORATION, D/B/A NATIONAL GRID IN EXCHANGE FOR
THE TERMINATION OF A PORTION OF A CURRENTLY
EXISTING NATURAL GAS PUBLIC UTILITY EASEMENT**

WHEREAS, the Suffolk County Department of Public Works, under Capital Program Number 5510, Phase 1, is in the process of reconfiguring the offset intersection of C.R. 3, Wellwood Avenue, with Conklin Street and Long Island Avenue, in the Town of Babylon, Suffolk County, New York, into a single intersection; and

WHEREAS, in order to create this new intersection, it is essential to relocate certain sections of the currently-existing Conklin Street and Long Island Avenue; and

WHEREAS, one or more public utility easements, recorded in the Office of the Suffolk County Clerk, running in favor of KeySpan Gas East Corporation, d/b/a National Grid, allows said Public Utility to locate its utilities and associated equipment and facilities along the currently-existing Conklin Street and Long Island Avenue, a description of which is annexed hereto as Exhibit "1"; and

WHEREAS, KeySpan Gas East Corporation, d/b/a National Grid has agreed to terminate that portion of their public utility easement area described in Exhibit "1" in exchange for a new public utility easement over the relocated portions of Conklin Street, and Long Island Avenue, a description of which is annexed hereto as Exhibit "2" for a consideration of One Dollar (\$1.00) (waived); now therefore, be it

1st RESOLVED, that the Suffolk County Department of Public Works be and hereby is authorized to convey a permanent public utility easement to KeySpan Gas East Corporation, d/b/a National Grid for the area described in Exhibit "2" attached hereto, in exchange for a partial termination of easement described in Exhibit "1" attached hereto by KeySpan Gas East Corporation, d/b/a National Grid, for a consideration of One Dollar (\$1.00) waived; and be it further

2nd RESOLVED, that pursuant to Adopted Resolution No. 981-2008 duly adopted by the Suffolk County Legislature on December 2, 2008, the above activity constitutes an unlisted action pursuant to the provisions of Title 6 NYCRR Part 617 and Chapter 279 of the SUFFOLK COUNTY CODE; and be it further

3rd RESOLVED, that pursuant to Adopted Resolution No. 981-2008 duly adopted by the Suffolk County Legislature on December 2, 2008, the project will not have a significant effect on the environment for the following reasons:

- 1.) The proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR, which sets forth thresholds for determining significant

effect on the environment, as demonstrated in the Environmental Assessment Form;

- 2.) The proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code;
- 3.) The parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties; no high groundwater and no unmanageable slopes);
- 4.) Existing drainage problems will be alleviated; and
- 5.) Traffic safety will be improved and traffic congestion mitigated;

4th RESOLVED, the Commissioner of the Suffolk County Department of Public Works, or his duly appointed Designee, is hereby authorized empowered and directed to take such actions to execute such other documents as are required to consummate this transaction.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

EXHIBIT "1"

COUNTY OF SUFFOLK – DEPARTMENT OF PUBLIC WORKS

Tax Map Index Number: 0100-051.00-Part of Conklin Street

Capital Project No.: 5510

County Road Number: 3

Map Number: 20R

Name of Road: Wellwood Avenue and Long Island Avenue **Area: 2**

Gas Easement to Be Extinguished:

All that piece or parcel of land situate in the Town of Babylon, County of Suffolk, State of New York as shown on Map 20R and described as follows:

Beginning at a point on the proposed southerly line of Long Island Avenue, 34.84 feet southerly measured at right angles from Station CS 12+72.61 of the proposed road alignment for Conklin Street, as shown on said Map;

Thence north-easterly along said southerly line and along the arc of a curve to the left having a radius of 506.00 feet, a distance of 49.11 feet to a point 36.62 feet southerly as measured at right angles from Station CS 13+18.26;

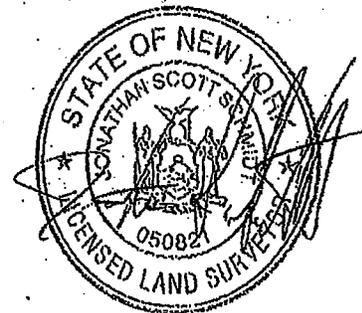
Thence easterly, southerly and westerly through Area 1 as shown on Map 20R, the following seven (7) courses and distances;

- a) 218.85 feet to a point 154.34 feet southerly as measured at right angles from Station CS 14+73.38;
- b) 200.02 feet to a point 292.61 feet southerly as measured at right angles from Station CS 16+70.78;
- c) 141.99 feet to a point 326.29 feet southerly as measured at right angles from Station CS 19+59.91;
- d) 15.15 feet to a point 341.23 feet southerly as measured at right angles from Station CS 19+57.43;
- e) 141.60 feet to a point 304.63 feet southerly as measured at right angles from Station CS 16+48.01;
- f) 200.02 feet to a point 165.00 feet southerly as measured at right angles from Station CS 14+65.36;
- g) 264.46 feet to the proposed southerly line of Long Island Avenue and the point of beginning, containing 8,777± square feet or 0.202± acres;

The above mentioned Proposed Road Alignment is taken from the Construction Plans for Project Titled "Intersection Realignment of CR 3, Pinelawn Road/Wellwood Avenue with Conklin Street and Long Island Avenue" on file in the Office of the Commissioner of Public Works.

Described By: JSS
Checked By: JMc
Revised By: JSS
Revised By: JSS

Date: 11/11
Date: 11/11
Date: 5/12
Date: 6/12



COUNTY OF SUFFOLK – DEPARTMENT OF PUBLIC WORKS

Tax Map Index Number: 0100-051.00-Part of Long Island Avenue

Capital Project No.: 5510

County Road Number: 3

Map Number: 21R

Name of Road: Wellwood Avenue and Long Island Avenue **Area:** 3

Gas Easement to be extinguished

All that piece or parcel of land situate in the Town of Babylon, County of Suffolk, State of New York, as shown on Map 21R and described as follows:

Beginning at a point at the intersection of the proposed easterly line of Wellwood Avenue, County Road 3, with the existing northerly line of Long Island Avenue, said point being 82.58 feet northerly measured at right angles from Station LIA 21+03.98 of the hereinafter described proposed road alignment for Wellwood Avenue;

Thence easterly the following two (2) courses along the northerly line of an existing gas easement as shown in Map 21R;

- a) 74.92 feet to a point 82.13 feet northerly measured at right angles from Station LIA 21+78.90;
- b) 377.93 feet to a point 21.00 feet northerly measured at right angles from Station LIA 25+66.09 and the northerly line of the proposed alignment of Long Island Avenue;

Thence southwesterly along the proposed northerly line of Long Island Avenue, along the arc of a curve to the left having a radius of 771.00 feet, a distance of 76.65 feet to a point 21.00 feet northwesterly measured at right angles from Station LIA 24+91.53 and the southerly line of an existing gas easement as shown in Map 21R;

Thence westerly along said southerly line the following two (2) courses;

- a) 303.77 feet to a point 67.13 feet northerly measured at right angles from Station LIA 21+77.84;
- b) 70.30 feet to a point 67.56 feet northerly, measured at right angles from Station LIA 21+07.54, to the proposed easterly line of Wellwood Avenue and a point of curvature;

Northerly along said easterly line and along a curve to the right, with a radius of 48.00 feet a distance of 15.51 feet to the point of beginning, containing 6,160± square feet or 0.141± acres.

The above mentioned Proposed Road Alignment is taken from the Construction Plans for Project Titled "Intersection Realignment of CR 3, Pinelawn Road/Wellwood Avenue with Conklin Street and Long Island Avenue" on file in the Office of the Commissioner of Public Works.

Described By: JSS
Checked By: JMc
Revised By: JSS
Revised By: JSS

Date: 11/11
Date: 11/11
Date: 5/12
Date: 6/12



EXHIBIT "2"

COUNTY OF SUFFOLK – DEPARTMENT OF PUBLIC WORKS

Tax Map Index Number: 0100-051.00-Part of Proposed Conklin Street, proposed Long Island Avenue and existing Wellwood Avenue

Capital Project No.: 5510

County Road Number: 3

Map Number: 1

Name of Road: Wellwood Avenue and Long Island Avenue

To Be Conveyed to: National Grid, Inc., for the purposes of an Easement.

COMMENCING at the intersection of the existing northerly line of Conklin Avenue with the proposed westerly line of Suffolk County Road 3 (Wellwood Avenue) as shown in "MAP SHOWING PROPERTY TO BE CONVEYED TO "PINELAWN CEMETERY, INC." BY SUFFOLK COUNTY DEPT. OF PUBLIC WORKS FOR THE INTERSECTION REALIGNMENT OF THE C.R. 3 PINELAWN ROAD/WELLWOOD AVENUE WITH CONKLIN STREET AND LONG ISLAND AVENUE", Map 20R, said intersection being located 302± feet southerly, measured at right angles from station CS 19+64± of the proposed road alignment for Conklin Street (Garden City Avenue);

THENCE southerly along said westerly line South 07 degrees 55 minutes 07 seconds East a distance of 25± feet to a point 326.29 feet southerly, measured at right angles from station CS 19+59.91 to the northerly line of an existing natural gas-line easement;

THENCE westerly along said northerly line the following four (4) courses:

- 1) South 76 degrees 25 minutes 02 seconds West a distance of 142.18 feet to a point 292.61 feet, southerly, measured at right angles from station CS 16+70.76;
- 2) South 77 degrees 16 minutes 36 seconds West a distance of 200.02 feet to a point 154.34 feet, southerly, measured at right angles from station CS 14+73.38;
- 3) South 76 degrees 25 minutes 02 seconds West a distance of 300.00 feet to a point 11.10 feet southerly, measured at right angles from station CS 12+44.80;
- 4) South 75 degrees 57 minutes 32 seconds West a distance of 20.70 feet to a point 6.73 feet southerly, measured at right angles from station CS 12+24.94 feet and the **POINT OF BEGINNING;**

THENCE continuing westerly along the northerly line of an existing natural gas-line easement South 75 degrees 57 minutes 32 seconds West a distance of 57.65 feet to a point 0.87 feet northerly, measured at right angles from station CS 11+68.11;

THENCE the following eight (8) courses:

- 1) North 60 degrees 52 minutes 42 Seconds East a distance of 90.06 feet to a point of curvature, said point being 9.50 northerly, measured at right angles from station CS 12+58.88;

- 2) Along the arc of a tangent curve to the left having a radius of 465.50 feet a distance of 264.50 feet to a point of reverse curvature, said point being 9.50 feet northerly, measured at right angles to station CS 15+28.78;
- 3) Along the arc of a tangent curve to the right having a radius of 509.50 feet a distance of 370.78 feet to a point 9.50 feet northerly, measured at right angles from station CS 18+92.65;
- 4) North 70 degrees 01 minutes 05 seconds East a distance of 236.37 feet to a point of curvature, said point being 19.92 feet northerly, measured at right angles from station LIA 21+28.33 of the proposed road alignment for Long Island Avenue;
- 5) Along the arc of a tangent curve to the right having a radius of 1007.50 feet a distance of 46.75 feet to a point 21.00 feet northerly, measured at right angles from station LIA 21+75.06;
- 6) North 72 degrees 40 minutes 36 seconds East a distance of 83.71 feet to a point of curvature, said point being 20.14 feet northerly, measured at right angles from station LIA 22+59.77;
- 7) Along the arc of a curve to the left having a radius of 755.00 feet a distance of 205.24 feet to a point 10.00 feet northerly, measured at right angles from station LIA 24+68.35;
- 8) North 57 degrees 50 minutes 56 seconds East a distance of 64.07 feet to a point on the southerly line of an existing natural gas easement, said point being 11.86 feet northerly, measured at right angles from station LIA 25+31.48;

THENCE along said southerly line North 73 degrees 00 minutes 38 seconds East a distance of 54.72 feet to a point 3.26 feet northerly, measured at right angles from station LIA 25+84.99;

THENCE the following eight (8) courses:

- 1) South 57 degrees 30 minutes 40 seconds West a distance 116.86 feet to a point of curvature, said point being 5.00 feet southerly, measured at right angles from station LIA 24+68.35;
- 2) Along the arc of a tangent curve to the right having a radius of 770.00 feet a distance of 209.32 feet to a point 5.16 feet northerly, measured at right angles from station LIA 22+59.04;
- 3) South 72 degrees 40 minutes 36 seconds West a distance of 83.71 feet to a point of curvature, said point being 6.00 feet northerly, measured at right angles from station LIA 21+75.06;
- 4) Along the arc of a tangent curve to the left having radius of 992.50 feet a distance of 46.05 feet to a point 4.93 feet northerly, measured at right angles from station LIA 21+29.03;
- 5) South 70 degrees 01 minutes 05 seconds West a distance of 236.37 feet to a point of curvature, said point being 5.50 feet southerly, measured at right angles from station CS 18+92.65;
- 6) Along the arc of a tangent curve to the left having a radius of 494.50 feet a distance of 359.86 feet to a point of reverse curvature, said point being 5.50 feet southerly, measured at right angles from station CS 15+28.78;
- 7) Along the arc of a curve to the right having a radius of 480.50 feet a distance of 273.03 feet to a point 5.50 feet southerly, measured at right angles from station CS 12+58.88;
- 8) South 60 degrees 52 seconds 42 minutes West a distance of 34.39 feet to the northerly line of an existing natural gas easement and the **POINT OF BEGINNING**, containing 20,385± square feet or 0.468± acres.

The above mentioned Proposed Road Alignment is take from the Construction Plans for Project Titled "Intersection Realignment of CR 3, Pinelawn Road/Wellwood Avenue with Conklin Street and Long Island Avenue" on file in the office of the Commissioner of Public Works.

Described By: JS
Checked By: MB
Revised By: JS

Date: 03/14
Date: 03/14
Date: 04/14

MAP SHOWING PROPOSED NATURAL GAS EASEMENT TO BE CONVEYED FROM SUFFOLK COUNTY TO "NATIONAL GRID" AT THE INTERSECTION/REALIGNMENT OF C.R. 3 PINELAWN ROAD/WELWOOD AVENUE WITH CONKLIN STREET AND LONG ISLAND AVENUE TOWN OF BARTLON, SUFFOLK COUNTY, N.Y. EASEMENT CONVEYANCE AREA - 40.3664 SQ. FT. OR 0.4844 ACRES



COUNTY OF SUFFOLK DEPARTMENT OF PUBLIC WORKS GLEBERT ANDERSON, P.E. COMMISSIONER YAPHANK, NEW YORK

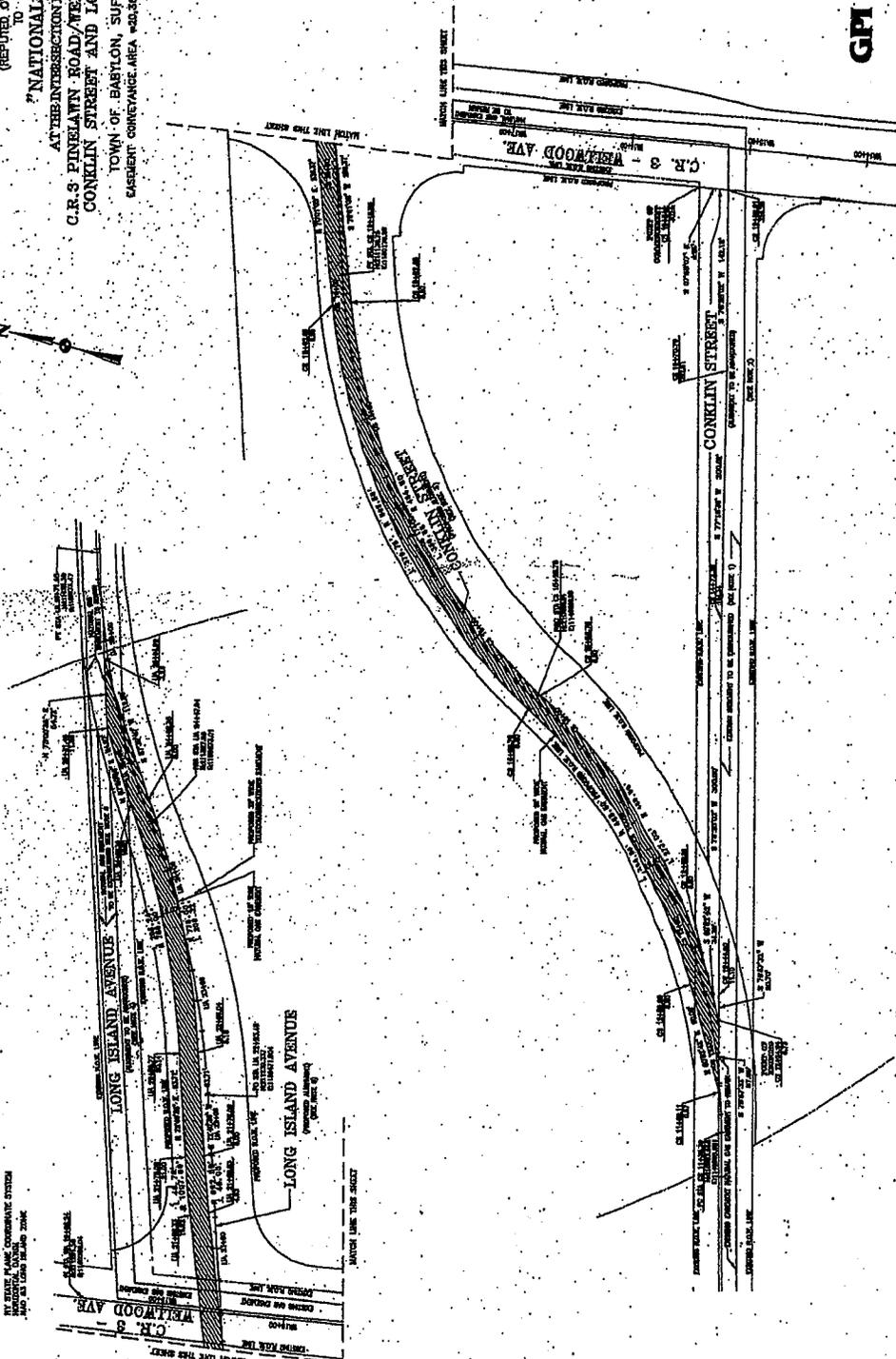
IN STATE PLANS COORDINATE SYSTEM AND AS SHOWN ON MAP 2006

PROPOSED NATURAL GAS EASEMENT TO BE CONVEYED FROM SUFFOLK COUNTY TO "NATIONAL GRID" AT THE INTERSECTION/REALIGNMENT OF C.R. 3 PINELAWN ROAD/WELWOOD AVENUE WITH CONKLIN STREET AND LONG ISLAND AVENUE TOWN OF BARTLON, SUFFOLK COUNTY, N.Y. EASEMENT CONVEYANCE AREA - 40.3664 SQ. FT. OR 0.4844 ACRES

NOTES:

1. THE MAP IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OF ANY KIND.
2. THE EASEMENT IS TO BE CONVEYED TO THE NATIONAL GRID COMPANY, INC. FOR THE PURPOSES OF INSTALLING AND MAINTAINING NATURAL GAS LINES AND EQUIPMENT.
3. THE EASEMENT IS TO BE CONVEYED TO THE NATIONAL GRID COMPANY, INC. FOR THE PURPOSES OF INSTALLING AND MAINTAINING NATURAL GAS LINES AND EQUIPMENT.
4. THE EASEMENT IS TO BE CONVEYED TO THE NATIONAL GRID COMPANY, INC. FOR THE PURPOSES OF INSTALLING AND MAINTAINING NATURAL GAS LINES AND EQUIPMENT.
5. THE EASEMENT IS TO BE CONVEYED TO THE NATIONAL GRID COMPANY, INC. FOR THE PURPOSES OF INSTALLING AND MAINTAINING NATURAL GAS LINES AND EQUIPMENT.
6. THE EASEMENT IS TO BE CONVEYED TO THE NATIONAL GRID COMPANY, INC. FOR THE PURPOSES OF INSTALLING AND MAINTAINING NATURAL GAS LINES AND EQUIPMENT.

GPI Greerstein - Pedersen, Inc.
 Engineering and Construction Services
 100 WEST 10TH STREET
 SUITE 200
 YORK, PA 17403
 TEL: 717-765-1100
 FAX: 717-765-1101



DATE: 05/14
 DRAWN BY: JLD
 CHECKED BY: JLD
 DATE: 05/14
 DATE: 05/14

**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	\$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
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	\$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.

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL:

RESOLUTION NO. -2014, APPROVING THE CONVEYANCE OF A PERMANENT NATURAL GAS PUBLIC UTILITY EASEMENT TO KEY SPAN GAS EAST CORPORATION, D/B/A NATIONAL GRID IN EXCHANGE FOR THE TERMINATION OF A PORTION OF A CURRENTLY EXISTING PUBLIC UTILITY EASEMENT.

PURPOSE OR GENERAL IDEA OF BILL:

To convey a public utility easement over Suffolk County land in exchange for the termination of a portion of a public utility easement currently running in favor of KeySpan Gas East Corporation, d/b/a National Grid.

SUMMARY OF SPECIFIC PROVISIONS:

Certain segments of active right of way are being abandoned as a part of the reconfiguration of an intersection. This active right of way contains one or more public utility easements that have to be moved to the relocated intersection. The subject resolution will allow the relocation of these essential public utility at a cost of \$1.00 (waived) to the County in land acquisition costs.

JUSTIFICATION:

Without the approval of the subject resolution, it will take the County far longer and at greater expense to ultimately relocate the subject utility.

FISCAL IMPLICATIONS:

There is no monetary land acquisition cost for the relocation of the subject public utility.

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 *Darnell Sejan for Gil Anderson*

DATE: December 8, 2014

RE: **Approving the Conveyance of a Permanent Natural Gas Public Utility Easement to KeySpan Gas East Corporation, D/B/A National Grid in Exchange for the Termination of a Portion of a Currently Existing Natural Gas Public Utility Easement**

Attached is a draft resolution approving and authorizing an exchange with KeySpan Gas East Corporation, d/b/a National Grid. This exchange involves the conveyance of a permanent natural gas public utility easement to KeySpan for the termination of a portion of a currently existing natural gas public utility easement, in connection with CP 5510 (Phase 1).

CP 5510 involves the reconfiguring of the intersection of CR 3, Wellwood Avenue with Conklin Street and Long Island Avenue, in the Town of Babylon. In order to create this new intersection, relocation of certain sections of the currently-existing Conklin Street and Long Island Avenue is required. One or more public utility easements allow KeySpan to locate its utilities and associated equipment and facilities along this currently-existing location. KeySpan has agreed to terminate this portion of the public utility easement area in exchange for a new public utility easement along the relocated portions of Conklin Street and Long Island Avenue. The consideration for this exchange is One Dollar (\$1.00) (waived).

The Suffolk County Legislature has reviewed this project and, pursuant to Resolution No. 981-2008, has determined that this project constitutes an unlisted action pursuant to Title 6 of the New York Code of Rules and Regulations ("NYCRR").

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CR3 Easement Ex Natl Grid.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

1009
Intro. Res. No. -2015

Laid on Table

1/5/15

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2015, APPROVING A TEMPORARY
INCREASE IN THE FLEET OF THE SUFFOLK COUNTY
DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES**

WHEREAS, the Department of Fire, Rescue & Emergency Services finds that two (2) custom inclusive mixed swift water rescue trailers and one (1) personal watercraft with one (1) trailer will facilitate rescue team mobilization, deployment and site sustainment; and

WHEREAS, the vehicles are 100% funded through the UASI FY2011, Technical Rescue FY2013 and FY2014 grants; and

WHEREAS, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle via lease or purchase, has been granted via a duly enacted resolution of the Suffolk County Legislature; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5(25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; and be it further

2nd RESOLVED, that the County Legislature hereby authorizes the fleet of the Suffolk County Department of Fire, Rescue and Emergency Services be increased by three (3) trailers and one (1) personal watercraft pursuant to Chapter 186-2(b)(6) of the Suffolk County Code, and in accordance with or exceeding the County Vehicle Standards.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

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

1009

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u> X </u>		
2. Title of Proposed Legislation		
APPROVING A TEMPORARY INCREASE IN THE FLEET OF THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES		
3. Purpose of Proposed Legislation		
Increase the fleet of the Dept of Fire, Rescue and Services by a total of four (4): - two (2) custom inclusive mixed swift water rescue trailers; and - one (1) personal watercraft with one (1) trailer.		
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		
8. Proposed Source of Funding		
UASI FY 2011, Technical Rescue FY 2013 and FY2014 Grant Programs - NYS Division of Homeland Security and Emergency Services pass-through of US Dept of Homeland Security		
9. Timing of Impact: immediate		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan M. Nielsen, Administrator I.	<i>Susan M. Nielsen</i>	December 5, 2014

SCIN FORM 175b (10/95)

Nickolas Prigala Jr 12/22/14

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

1009

GENERAL FUND

	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

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	\$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:

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- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: APPROVING A TEMPORARY INCREASE IN THE FLEET OF THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES.

PURPOSE OR GENERAL IDEA OF BILL: To approve a temporary increase in the fleet of the Suffolk County Department of Fire, Rescue and Emergency Services by a total of four (4).

SUMMARY OF SPECIFIC PROVISIONS: The Department of Fire, Rescue & Emergency Services finds that two (2) custom inclusive mixed swift water rescue trailers and one (1) personal watercraft with one (1) trailer will facilitate rescue team mobilization, deployment and site sustainment by the county's Urban Search and Rescue (USAR) Team.

JUSTIFICATION: When grant funding became available in the UASI FY2011, Technical Rescue FY2013 and F 2014 grant programs, the Department of Fire, Rescue and Emergency Services identified the need for the above mentioned vehicles.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK



1009

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

JOEL VETTER
CHIEF OF SUPPORT SERVICES

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: December 10, 2014

SUBJECT: Request for Introductory Resolution: Temporary Increase Fleet

I respectfully submit the attached documents requesting a temporary increase in the department's fleet by a total of four (4).

- two (2) custom inclusive mixed swift water rescue trailers; and
- one (1) personal watercraft with one (1) trailer.

These vehicles will facilitate rescue team mobilization, deployment and site sustainment by the county's Urban Search and Rescue (USAR) Team.

If you have any questions, please contact Sue Nielsen of my office at x25338.

JFW:smn

Enclosures

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

1010
Intro. Res. No. - 2015
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 1/5/15

**RESOLUTION NO. - 2015, REQUESTING
LEGISLATIVE APPROVAL OF A CONTRACT AWARD
FOR FITNESS FOR DUTY PSYCHOLOGICAL
SERVICES FOR THE DEPARTMENT OF HEALTH
SERVICES, DIVISION OF PATIENT CARE SERVICES**

WHEREAS, Local Law No. 3 - 1996 requires the County Legislature to approve any contract in excess of \$20,000 awarded pursuant to a Request for Proposals (RFP) process in which only one party responds to the County's solicitation of proposals; and

WHEREAS, the Department of Health Services requested an RFP for "Fitness for Duty Psychological Services" for the Division of Patient Care Services; and

WHEREAS, the Department requires a qualified contractor to provide Fitness for Duty Psychological Services to County employees and candidates for employment; and

WHEREAS, the Purchasing Division of the Department of Public Works advertised for these services and mailed the RFP to fourteen (14) potential vendors and received only one (1) response from Forensic Psychological Services, LLC; and

WHEREAS, an independent evaluation committee reviewed the proposal from Forensic Psychological Services, LLC and found its quality of work and experience satisfactory, and its cost proposal submission within the industry standards, and have recommended that the Department of Health Services enter into a contractual agreement with Forensic Psychological Services, LLC; and

WHEREAS, there are sufficient funds in the 2015 Suffolk County Operating Budget to cover the cost of this contract; now, therefore be it

1ST RESOLVED, that upon receiving a two-thirds vote of the County Legislature as required by Local Law No. 3-1996 that the Department of Health Services enter into a contractual agreement with Forensic Psychological Services, LLC for the provision of fitness for duty psychological services; and be it further

2ND RESOLVED, that the County Executive be and hereby is authorized to execute a contract with Forensic Psychological Services, LLC.

DATED:

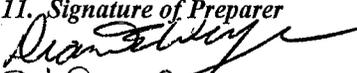
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

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

1010

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/>	Local Law _____	Charter Law _____
2. Title of Proposed Legislation Requesting legislative approval of a contract award for Fitness for Duty Psychological Services for the Department of Health Services, Division of Patient Care Services.		
3. Purpose of Proposed Legislation This legislation is needed to award a fitness for duty psychological services contract and to comply with Local Law No. 3 - 1996 requiring the County Legislature to approve any Contract in excess of \$20,000 awarded pursuant to a Request for Proposal (RFP) process in which only one party responds to the County's solicitation of proposals.		
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 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. Not applicable		
8. Proposed Source of Funding 2015 Operating funds		
9. Timing of Impact Upon execution of a contract with Forensic Psychological Services, LLC		
10. Typed Name & Title of Preparer Diane E. Weyer Principal Financial Analyst Theresa Lallo Budget Office	11. Signature of Preparer  	12. Date 12/15/14 12/18/14

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

GENERAL FUND

1010

	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

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	\$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.*

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- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Potential Bidders

Fitness For Duty Psychological Testing

Company Name	Contact Name	Address	City, State, Zip	Email Address	Telephone #	Fax #
Forensic Psychological Services, LLC	Darryl Feldman, Ph.D	11 Mont Avenue	Dix Hills, NY 11746	dbdfbf@aol.com	(631) 242-0656	
David Pace, Psy.D	David Pace, Psy.D	1563 Montauk Highway	Oakdale, NY 11769	drpace@pace-psychologist.com	(631) 563-3162	(631) 563-3185
Jonathan Kratter, Ph.D	Jonathan Kratter, Ph.D	200 Broadhollow Road - Ste. 207	Melville, NY 11747	drkratter@gmail.com	(631) 435-6314	
Joel Kuppersmith, Ph.D	Joel Kuppersmith, Ph.D	177 Main Street - Ste. 203	Huntington, NY 11743	jhk430@aol.com	(631) 271-3670	
Medical and Forensic Neuropsychology	Stephen Honor, Ph.D, PC	222 Middle Country Road	Smithtown, NY 11787	shonorphd@optonline.net	(631) 979-6226	
Peter D'Elena, Psy.D	Peter D'Elena, Psy.D	1563 Montauk Highway	Oakdale, NY 11769	pdelena@optonline.net	(631) 786-9930	
Long Island Neuropsychology, PC		290 Hawkins Avenue, Suite B	Lake Ronkonkoma, NY 11779	neuropsych@shamebush.com	(631) 334-7884	
David O. Belsler, Ph.D	David O. Belsler, Ph.D	33 Wren Drive	Hauppauge, NY 11788	jonahmyles@aol.com	(631) 979-6828	
East End Psychological Services	Joseph S. Volpe, Ph.D	565 Route 25A, Suite 201	Miller Place, NY 11764	dvolpe@eeepservices.org	(631) 821-7214	
Psychological Evaluation Consulting		310 E. Shore Road	Great Neck, NY 11023	rombo@surfree.com	(516) 466-0921	
Forensic Psychology, PC		75 Plandome Road	Manhasset, NY 11030	mjanoson@yahoo.com	(516) 304-5700	
Joseph E. Czekala, Ph.D		119 Radio Avenue	Miller Place, NY 11764	iczekalaphd@gmail.com	(631) 744-5360	
Karen Ann Howard, MS, Ph.D	Karen Ann Howard, MS, Ph.D	5 Dowsing Place	Amityville, NY 11701	comppsychservices@gmail.com	(631) 598-0147	
Institute For Behavioral Health	Kenneth Kaufman, Ph.D	358 Veterans Memorial Highway	Commack, NY 11725	kaufmanibh@aol.com	(631) 543-4357	

1010

**2015 Intergovernmental Relations
Memorandum of Support**

TITLE OF BILL: Requesting Legislative approval of a contract award for Fitness for Duty Psychological Services for the Department of Health Services, Division of Patient Care Services.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to comply with Local Law No. 3 – 1996 requiring the County Legislature to approve any Contract in excess of \$20,000 awarded pursuant to a Request for Proposal (RFP) process in which only one party responds to the County's solicitation of proposals.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The Department requires a qualified contractor to provide Fitness for Duty Psychological Services to County employees and candidates for employment. Forensic Psychological Services, LLC responded to the request for proposals and can provide these needed services.

FISCAL IMPLICATIONS: Funding was already included in the 2015 Operating Budget to contract for these services.

COUNTY OF SUFFOLK



1010

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

December 15, 2014

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution requesting Legislative approval of a contract award for Fitness for Duty Psychological Services for the Department of Health Services, Division of Patient Care Services. This legislation is needed to comply with Local Law No. 3 – 1996 requiring the County Legislature to approve any Contract in excess of \$20,000 awarded pursuant to a Request for Proposal (RFP) process in which only one party responds to the County's solicitation of proposals.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Brooke Deere at 4-0113. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PC Fit for Duty.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
Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer Culp, Assistant to the Commissioner of Health Services
Brooke Deere, Contracts Examiner
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#-984-2014

Intro. Res. # 1011-15

Laid on Table 1/5/15

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 #984-2014)

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.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1011

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

2015

10. Typed Name & Title of Preparer



11. Signature of Preparer

12. Date December 12, 2014

A. BARTEL RPAT I

Intro. Res. # 1012-15

Laid on Table 1/5/15

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 #985-2014)

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#-985-2014

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#985-2014

(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	14/15	0200 31000 0100 003000	17711.63	9661.63	8050.00
A	BROOKHAVEN	14/15	0209 01400 0100 019001	15846.10	12472.61	3373.49
A	BROOKHAVEN	14/15	0200 91100 0100 035000	12376.22	7569.68	4806.54
C	BROOKHAVEN	14/15	0200 61000 0200 019002	8976.15	529.69	8446.46
A	BROOKHAVEN	14/15	0209 02300 0700 028000	7325.30	1927.72	5397.58
A	BROOKHAVEN	14/15	0200 85800 0200 023000	20911.47	11803.17	9108.30
A	BROOKHAVEN	14/15	0200 96700 0600 008000	14034.86	11187.77	2847.09
A	BROOKHAVEN	14/15	0200 93200 0300 034000	12932.37	7276.36	5656.01
A	HUNTINGTON	14/15	0400 20600 0300 010000	7089.23	3346.90	3742.33
A	RIVERHEAD	14/15	0600 09000 0200 031001	8579.44	5594.44	2985.00

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

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1012

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

2015



10. Typed Name & Title of Preparer

11. Signature of Preparer

12. Date December 17, 2014

A. BARTEL RPAT I

RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY TREASURER BY: COUNTY LEGISLATURE #420

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

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

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

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

<u>Description</u>	<u>Year</u>	<u>Original Tax</u>	<u>Corrected Tax</u>	<u>Chargeback or Refund, if paid</u>
BROOKHAVEN:				
0200-973.00-01.00-007.019 (ITEM #3222709)	2013/14	\$48,752.22	0.00	\$48,752.22
0200-973.00-01.00-007.019 (ITEM #3222709)	2014/15	\$99,986.04	0.00	\$99,986.04
0200-646.00-01.00-002.000 (ITEM #8012451)	2014/15	\$ 9,803.82	0.00	\$ 9,803.82
0200-925.00-05.00-008.000 (ITEM #8306450)	2014/15	\$ 7,595.88	0.00	\$ 7,595.88
0200-112.00-02.00-020.000 (ITEM #8622866)	2014/15	\$ 9,969.09	0.00	\$ 9,969.09
0200-545.00-03.00-021.001 (ITEM #8205938)	2014/15	\$ 8,454.87	0.00	\$ 8,454.87

Dated:

Approved By:

Suffolk County Executive

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
ResolutionXXX Local Law Charter Law

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

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

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

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

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

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

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

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

9. Timing of Impact
Variable

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

Angie M. Carpenter
County Treasurer

Angie M. Carpenter 12/18/14

RESOLUTION NO.

CONTROL#-986-2014

Intro. Res. # 1014-15

Laid on Table 1/5/15

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 #986-2014)

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#-986-2014

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#986-2014

(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	0103 02100 0100 019000	5254.84	1398.74	3856.10
A	BROOKHAVEN	14/15	0206 00900 0100 033003	4845.88	2107.87	2738.01
C	BROOKHAVEN	14/15	0200 53400 0100 059000	5086.37	1272.51	3813.86
A	BROOKHAVEN	14/15	0200 38720 0200 016000	12026.20	8258.34	3767.86
A	BROOKHAVEN	14/15	0200 38720 0200 006000	11337.99	8258.34	3079.65
A	BROOKHAVEN	14/15	0200 82400 1000 015000	14435.82	9222.89	5212.93
A	BROOKHAVEN	14/15	0200 57400 0100 002000	32557.98	22147.14	10410.84
A	BROOKHAVEN	14/15	0200 63400 0100 011000	11242.18	8124.07	3118.11
C	ISLIP	13/14	0500 07900 0500 006000	10919.95	7772.99	3146.96
C	ISLIP	14/15	0500 07900 0500 006000	11029.04	7850.47	3178.57
A	ISLIP	14/15	0500 17400 0200 006000	102532.86	85643.26	16889.60

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

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1014

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

2015

Alison J. Bartel

10. Typed Name & Title of Preparer

11. Signature of Preparer

12. Date December 18, 2014

A. BARTEL RPAT I

Intro. Res. No. **1015-15**
Introduced by Presiding Officer at the request of County Executive

Laid on Table 1/5/15

**RESOLUTION NO. -2015, ACCEPTING AND
APPROPRIATING 100% LOCAL GOVERNMENT RECORDS
MANAGEMENT IMPROVEMENT FUND GRANT FROM NEW
YORK STATE FOR RECORDS MANAGEMENT PROGRAMS**

WHEREAS, the State Education Department has advised the Suffolk County Clerk that a Local Government Records Management Improvement Fund Grant in the amount of fifty thousand four hundred forty dollars (\$50,440.00) has been awarded to the Suffolk County Clerk's Office for the management of electronic records; and

WHEREAS, this grant will allow the Suffolk County Clerk's Office to complete a thorough needs assessment of the county's records and determine management solutions for the electronic filing and retention of such records; and

WHEREAS, no matching funds are required; and

WHEREAS, funds appropriated for this New York State Education Department, State Archives and Records Administration (S.A.R.A) grant will be accepted and available in the 2014-2015 fiscal year; now therefore be it

RESOLVED that funding in the amount of fifty thousand four hundred forty dollars (\$50,440.00) in the form of a Local Governments Record Management Improvement Fund Grant for the purpose of assisting the Suffolk County Clerk in establishing records management programs or developing new components thereof is appropriated as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-3089 State Aid: Other	\$50,440.00

APPROPRIATIONS
County Clerk's Office
001-CLK-1414-3089

Contracted Services	\$50,440.00
---------------------	-------------

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

RESOLUTION NO. -2015, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF \$100,000 FOR THE 2014 TECHNICAL RESCUE/URBAN SEARCH & RESCUE (USAR) GRANT PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded Suffolk County federal funds under the 2014 Technical Rescue/Urban Search & Rescue (USAR) Grant Program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and

WHEREAS, the 2014 Technical Rescue/Urban Search & Rescue (USAR) Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to enhance technical rescue and USAR at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide; and

WHEREAS, the Department of Fire, Rescue & Emergency Services will utilize this funding to purchase equipment to fully develop a Type II Task Force; and

WHEREAS, the grant period is from 10/16/2014 through 08/31/2016 in which the County will receive 100% grant funding in the amount of \$100,000 for the 2014 Technical Rescue/Urban Search & Rescue (USAR) Grant Program; and

WHEREAS, said funds have not been included in the 2015 Operating Budget; and now therefore be it

1st RESOLVED, the County Comptroller and the County Treasurer be and they hereby are authorized to accept \$100,000 and appropriate said grant funds as follows:

2014 TECHNICAL RESCUE/USAR GRANT - \$100,000

<u>REVENUES</u>	<u>AMOUNT</u>
001-FRE-4306 – 2014 Technical Rescue Grant	\$100,000

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services
2014 Technical Rescue/USAR Grant
001-FRE-3411 - \$100,000

<u>1000 – Personnel Services</u>	<u>\$ 6,500</u>
1120 – Overtime	\$ 6,500
<u>2000 – Equipment</u>	<u>\$ 75,000</u>
2090 – Communications Equipment	\$ 8,290
2040 – Trucks, Trailers, Jeeps	\$ 43,500
2260 – Public Safety Equipment	\$ 21,210
2500 – Other Equipment	\$ 2,000

4000 – Contractual Expenses
4360 – Employee Training

\$ 18,500
\$ 18,500

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1016

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		
ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF \$100,000 FOR THE 2014 TECHNICAL RESCUE/URBAN SEARCH & RESCUE (USAR) GRANT PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS.		
3. Purpose of Proposed Legislation		
The FY2014 Technical Rescue/Urban Search & Rescue (USAR) Grant Program will provide funds to the Department of Fire, Rescue & Emergency Services to enhance technical rescue and USAR at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide. The Department of Fire, Rescue & Emergency Services will utilize this funding to fully develop a Type II USAR Team.		
Accept and appropriate FY2014 Technical Rescue/USAR Grant funding in the Suffolk County Department of FRES.		
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		
\$100,000 – FRES		
8. Proposed Source of Funding		
NYS Division of Homeland Security & Emergency Services pass-through of US Dept of Homeland Security		
9. Timing of Impact: 10/16/2014 through 08/31/2016		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jared A. Cirillo, Grants Analyst		December 22, 2014

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

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.



NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D., MHS, Commissioner

October 16, 2014

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

Dear Mr. Bellone:

I am pleased to announce that the NYS Division of Homeland Security and Emergency Services (DHSES) is awarding Suffolk County \$100,000 in federal funding under the FY2014 Technical Rescue and Urban Search and Rescue (USAR) Grant Program. Funding for this initiative is provided by the federal Department of Homeland Security's State Homeland Security Program (SHSP). The performance period for this award is October 16, 2014 through August 31, 2016.

As outlined in your application, this funding is provided for local emergency response teams that provide technical rescue and USAR related services through equipment, training, exercise, and planning projects. All funding is subject to both New York State and federal guidelines and regulations.

All capabilities developed through Federal FY2014 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement.

A representative from DHSES' Grants Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Tony Pesce at (518) 242-5113.

Congratulations on your award! We look forward to working with you to administer this program.

Sincerely,

Jerome M. Hauer, Ph.D., MHS
Commissioner

cc: Joseph Williams, Suffolk County Fire, Rescue and Emergency Services

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2014 TECHNICAL RESCUE/USAR GRANT PROGRAM**

TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of \$100,000 for the 2014 Technical Rescue and Urban Search and Rescue Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services and to execute grant-related agreements.

PURPOSE OR GENERAL IDEA OF BILL: To provide funds to the Department of Fire, Rescue & Emergency Services to enhance technical rescue and USAR at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: These grant funds will enable Suffolk County to continue working towards fully developing a Type II USAR Team by January 1, 2016.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK



JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

JOEL VETTER
CHIEF OF SUPPORT SERVICES

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: December 22, 2014

SUBJECT: Request for Introductory Resolution: 2014 Tech Rescue Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate \$100,000 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the 2014 Tech Rescue Grant.

The grant provides funding to enhance technical rescue and urban search and rescue (USAR) at the local level by expanding coverage, enhancing response capabilities and helping to reduce response times statewide. The Department of FRES will utilize the funding for training and equipment requirements to fully develop a NIMS Type II USAR Team.

If you have any questions, please contact Joel Vetter at x24856 or Jared Cirillo at x25058.

JFW:jac

Enclosures

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

MAILING ADDRESS:
PO BOX 127
YAPHANK, NEW YORK 11980-0127

LOCATION:
102 EAST AVENUE
YAPHANK, NEW YORK

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4800
COMM. CENTER (24-HOUR): (631) 852-4815
FAX: (631) 852-4861

<p>STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</p>	<p>NYS COMPTROLLER'S NUMBER: C884249 (Contract Number)</p> <p>ORIGINATING AGENCY CODE: 01077</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788</p>	<p>TYPE OF PROGRAMS: WM2014 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM14884249</p>
<p>FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809</p>	<p>INITIAL CONTRACT PERIOD: FROM 10/16/2014 TO 08/31/2016 FUNDING AMOUNT FOR INITIAL PERIOD: \$100,000.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable)</p>
<p>CHARITIES REGISTRATION NUMBER:</p> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"> N/A </div> <p>(Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><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)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services BY: , Date:</p> <p>State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".</p> <p>GRANTEE: BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date:</p>	
<p>ATTORNEY GENERAL'S SIGNATURE</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>COMPTROLLER'S SIGNATURE</p> <p>_____</p> <p>Title: _____</p> <p>Date: _____</p>

Award Contract

SHSP

Project No.

Grantee Name

TR14-1015-D00 Suffolk County 12/18/2014

Award Contract

SHSP

Project No.**Grantee Name**

TR14-1015-D00

Suffolk County

12/18/2014

Award Contract

SHSP

Project No.**Grantee Name**

TR14-1015-D00

Suffolk County

12/18/2014

APPENDIX A-1

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. 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.

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).

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

D. 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

E. **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.

F. **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).

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

H. **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.

I. **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.

J. **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 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.¹

U. 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.

V. 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.

W. 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.

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

a) Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due

to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

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

C. Termination:

1) Grounds:

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

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

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

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

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

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

2) Notice of Termination:

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

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

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

- i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

- 1) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
- 2) The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
- 3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
- 4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
- 5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
- 6) Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
- 7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

- 1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
- 2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
- 3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
- 4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract

Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

2) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and

Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

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

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

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

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

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

3) In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

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

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

I. Additional Terms:

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

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

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

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

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

this Contract.

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

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

6) The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

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

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

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

c) Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d) A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e) A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f) A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in section III(I)(7)(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 to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio

system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

a) By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

b) Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

c) During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, 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 bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1) The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2) The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1) If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual

relationship shall be deemed to exist between the subcontractor and the State.

2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5) When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2) For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5) The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1) General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1) Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2) Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3) Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

- 1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
- 2) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
- 3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- 4) At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- 5) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

- 1) If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
 - b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
 - c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
 - d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

- 1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

- 2) any debts owed for UI contributions, interest, and/or penalties;
- 3) the history and results of any audit or investigation; and
- 4) copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

- 1) If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
- 2) The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
- 3) The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
- 4) The State reserves the right, in its sole discretion, at any time during the term of the Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.
- 5) The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.
- 6) The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:
 - a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b) the State's discovery of any material information which pertains to the Contractor's responsibility.
- 7) Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:⁷ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by

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

R. 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: <https://ny.newycontracts.com/FrontEnd/VendorSearchPublic.asp>. 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 supersede these requirements.
- b) Contractor shall comply with the following provisions of Article 15-A:
 - i. 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.
 - ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.
 - iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
 - iv. The Contractor's EEO policy statement shall include the following, or similar, language:

- a. 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.
- b. 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.
- c. 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, 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 Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
- b) Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
- c) 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, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5) Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization 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.

6) 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.

7) Liquidated Damages - MWBE Participation

a) 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.

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c) 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.

8) M/WBE AND EEO Policy Statement

a) 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.

EEO

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security.

E. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) Administrative Requirements:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)
- b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

F. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1) 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.

2) Affirmative steps shall include:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) 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;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f) 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.

G. 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.

H. 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.

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

The final report for such audit must 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.

2) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-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.

M. 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.

N. 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 all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3) Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

P. 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.

Q. 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.

R. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Endnotes:

¹ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

² A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

³ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁴ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁵ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁶ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁷ Not applicable to not-for-profit entities.

VER 07/14

Certified by - on

Award Contract

Project No.
TR14-1015-D00

Grantee Name
Suffolk County

SHSP

12/18/2014

Budget Summary by Participant

Suffolk County

Suffolk County Dept of Fire Rescue & Emergency Svcs - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	OT/Backfill for training	1	\$6,500.00	\$6,500.00	\$6,500.00	\$0.00
Total				\$6,500.00	\$6,500.00	\$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Swift Water Boat Trailer	12TR-00-TEQP	1	\$43,500.00	\$43,500.00	\$43,500.00	\$0.00
2	Portable Waterproof Radios w/ Marine capabilities	06CP-01-PORT	1	\$8,290.00	\$8,290.00	\$8,290.00	\$0.00
3	Portable Shelters	19SS-00-SHEL	1	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
4	Tech Rescue equipment (Inflatable rescue boat and related equipment, emergency blankets, PFDs, etc.)	17WC-00-BOAT	1	\$13,210.00	\$13,210.00	\$13,210.00	\$0.00
5	CBRNE Response Vehicle Modification	12VE-00-SPEC	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
Total					\$75,000.00	\$75,000.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Registration fees, etc. for training	1	\$18,500.00	\$18,500.00	\$18,500.00	\$0.00
Total				\$18,500.00	\$18,500.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$100,000.00	\$100,000.00	\$0.00

Award Contract

SHSP

Project No.**Grantee Name**

TR14-1015-D00

Suffolk County

12/18/2014

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper.

check as set forth above.

2. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

B. Interim and/or Final Claims for Reimbursement

1. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus - Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of Appendix A-1 of the Contract., no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

2. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

- Calendar Quarter: January 1 - March 31 -- Report Due: April 30
- Calendar Quarter: April 1 - June 30 -- Report Due: July 30
- Calendar Quarter: July 1 - September 30 -- Report Due: October 30
- Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 05/2013

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SHSP

Project No.

Grantee Name

TR14-1015-D00

Suffolk County

12/18/2014

Work Plan

Goal

To develop regional technical rescue and urban search and rescue (USAR) response teams.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Emergency Management and Response Capabilities

Target Capability

Primary - Search and Rescue

To develop regional technical rescue and urban search and rescue (USAR) response teams.

Task #1 for Objective #1

Purchase allowable search and rescue equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in 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 technical rescue/USAR capabilities in the region. 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 approved training related to regional technical rescue and USAR response operations.

Performance Measure

Training conducted. Provide brief narrative on 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 technical rescue/USAR capabilities within the region.

Award Contract

SHSP

Project No.**Grantee Name**

TR14-1015-D00

Suffolk County

12/18/2014

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.

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Award Contract

SHSP

Project No.**Grantee Name**

TR14-1015-D00

Suffolk County

12/18/2014

Special Conditions**I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the 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.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. 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.

D. 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 buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
5. 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>

G. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. 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.
2. 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.

1017
Intro. Res. No. -2015
Introduced by Presiding Officer, on request of County Executive

Laid on Table 11/5/2015

**RESOLUTION NO. -2015 TO REAPPOINT
MEMBER OF COUNTY PLANNING COMMISSION
(Michael Kaufman)**

WHEREAS, Section 14-2(A) of the SUFFOLK COUNTY CHARTER provides for the appointment of fifteen (15) members of the Suffolk County Planning Commission, one member from each of the ten (10) towns in Suffolk County, one member from an incorporated village of under 5,000 population, one member from an incorporated village of over 5,000 population, and three members from the County at large: and

WHEREAS, the term of office for Suffolk County Planning Commission member from an incorporated village under 5,000 population, Michael Kaufman, expired on December 31, 2012 (Resolution No. 735-2012); and

WHEREAS, Steven Bellone, the County Executive of Suffolk has reappointed Michael Kaufman, currently residing in St. James, NY 11780, as the member from an incorporated village under 5,000 population of the Suffolk County Planning Commission now, therefore be it

1st **RESOLVED**, that Michael Kaufman, currently residing in St. James, NY, 11780 is hereby reappointed as the member from an incorporated village under 5,000 of the Suffolk County Planning Commission for the term to expire December 31, 2016, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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) 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 of Approval:

1017

MICHAEL KAUFMAN
- RFD #1
Nissequogue, New York 11780
631.

Legal Experience:

- 2002-Present Of Counsel, Andree & Kaufman, Huntington, New York
Appellate Briefs for State Farm
- 2003-2010 Primary outside Counsel for American Credit Card Processing,
Huntington, New York
National company processing credit card transactions.
- 1990-Present Private Practice; Commercial Business Law, Land Use Law;
General Civil Practice; Counsel for small Businesses.
- 1997-1998 Revisor Village of Head-of- the Harbor Legal Code.
Revised and updated entire Village legal code, including all
zoning, subdivision and environmental laws.
- 1990-1992 Revisor of Village of Nissequogue Legal Code.
Revised and updated entire Village legal code, including all
zoning, subdivision and environmental laws.
- 1991-1992 Implemented New York State Coastal Management Plan (CMP)
for Villages of Nissoquogue and Head-of-the Harbor and helped
establish a Joint Village/State/Federal Local Waterfront
Revitalization Plan (LWRP).
- 1987-1990 Berman & Freedman, Garden City, New York: Municipal Land
Use Law, Commercial Real Estate Development and Leasing;
Commercial Business law; General Civil Practice.
- 1986-1987 Sprague, Dwyer, Aspland & Tobin, Garden City, New York: Head
of Mortgage Closing Department for Citibank, Real Estate Law;
General Civil Practice
- 1983-1984 Legal Intern, James Gowan, J.S.C., Suffolk County, New York

Governmental Experience:

- 1993-Present Member, Suffolk County Planning Department Council on
Environmental Quality: Appointed by County Legislature, CEQ
performs SEQRA (environmental) review of all laws of Suffolk

County, and all planning and construction activity of County;
CEQ also oversees all County environmental impact statements.
Vice Chairman (2006-2010):

Following environmental impact statement overseen as member of
CEQ EIS team:

- Vector Control and Wetlands Managemnt EIS 2002-7
- Yaphank/Legacy Village EIS 2009
- Suffolk County Jail, Yaphank 2004
- Suffolk County Golf Course Master Plan and EIS 1996
- Suffolk County Peconic Bay Aquaculture Lease Program 2007
- Montauk County Park Grassland Restoration EIS

1993-Present Member, Suffolk Historic Trust: appointed by County Legislature;
Historic Trust oversees management of County historic mansions,
parks, and Historic Trust properties. Vice Chairman (2006-2010)

1998-2003 Member, New York State Department of Transportation/
Metropolitan Transportation Authority Long Island Transportation
Plan 2000 (LITP) Technical Advisory Committee (TAC): The
TAC reviewed and guided development of Long Island
Transportation Plan 2000 for DOT, MTA and Federal government
for future transportation needs of Long Island.

1998-2003 Land Use Committee of NYS DOT/MTA LITP 2000
Chairman. Developed land use component of LITP 2000

2008-Present Vice Chairman, Suffolk County Vector Control & Pesticide
Management Committee: County Executive committee created to
review and update pesticide control of West Nile Virus.

2008-Present Suffolk County Wetlands Stewardship Committee: Suffolk County
multi-agency board charged with assessing all projects in County
wetlands.

2000-2005 Suffolk County Member, North Shore Heritage Area Commission:
A New York State Heritage Commission established to prepare
plans to preserve and promote the Historic North Shore of Long
Island. Appointed by Suffolk County Legislature.

1992 and 1998 Revisor- Villages of Nissequogue and Head-of-the-Harbor
planning and zoning codes (see above)

1993-1995 Member, Local Government Advisory Committee of the Governor
of New York's Coastal Erosion Task Force: New York State Task
Force was organized to analyze coastal problems and guide future
management of coast.

1994-2000 Member, New York State Department of State ONCA Planning Group: A NYS regional coastal planning group for Long Island Sound.

1991-Present Chairman (1992-1994), Vice Chairman (1991), Member (Present) Nissequogue/Head-of-the Harbor/New York State Local Waterfront Revitalization Program (LWRP): A joint master plan with New York State designed to protect the coastal and environmental resources of the two villages and guide land use development.

1992-Present Member, Intergovernmental Planning Group/(State, Town & Village) for Dredging in Nissequogue River and Stony Brook Harbor: A primary planner, designer and reviewer of 8 major multi-million dollar navigation channel dredgings and beach replenishments.

Other Experience:

2006 Long Island Sound Study/Regional Planning Association-Nissequogue River Planning Study: Chair of Land Use Planning Committee. A lead study of coastal embayments on Long Island Sound, funded by NY State and Connecticut, in cooperation with RPA.

1997 Lecturer and Member of Organizing Committee, 1997 NYS Conference on the Environment; Meeting of statewide, county, town and village governmental environmental officials.

1996-Present Member, Stony Brook Harbor Task Force-Joint Village, Town, Local, County and State task force to guide management of Harbor.

1997 Three Village Hamlet Study of Town of Brookhaven. Planning and Land use study for update of Brookhaven Master Plan.

Education:

1985 J.D., University of Miami School of Law, Coral Gables, FL

1980 B. A., Cornell University, Ithaca, NY. Winner of National Science Foundation research scholarship.

**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 RESOLUTION NO. -2015 TO REAPPOINT MEMBER OF COUNTY PLANNING COMMISSION (MICHAEL KAUFMAN)		
3. Purpose of Proposed Legislation SAME AS 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 N/A		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Sarah Lansdale Director of Planning	11. Signature of Preparer 	12. Date 12/22/14

PTromel

**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	\$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
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	\$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.

2014 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

1017

TITLE OF BILL: TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION
(MICHAEL KAUFMAN)

PURPOSE OR GENERAL IDEA OF BILL: Section 14-2(A) of the SUFFOLK COUNTY CHARTER provides for the appointment of fifteen (15) members of the Suffolk County Planning Commission, one member for each of the ten (10) towns in Suffolk County, one member from an incorporated village of under 5,000 population, one member from an incorporated village of over 5,000 population, and three members from the County at large.

SUMMARY OF SPECIFIC PROVISIONS: Reappointment of Michael Kaufman, currently residing in St. James, NY 11780, as a member from an incorporated village of under 5,000 population of the Suffolk County Planning Commission, which term will expire on December 31, 2016.

JUSTIFICATION: The term of office for Michael Kaufman, the member from an incorporated village of under 5,000 population of the Suffolk County Planning Commission expired on December 31, 2012 (Resolution No. 735-2012).

FISCAL IMPLICATIONS: There is no fiscal impact.

COUNTY OF SUFFOLK



1017

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

December 22, 2014

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

Re: Reso-EDP-Reappointing Michael Kaufman (Planning Commission)

Dear Mr. Schneider:

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

TO REAPPOINT MEMBER OF COUNTY PLANNING COMMISSION
(MICHAEL KAUFMAN)

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

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures

cc: Dennis Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive and Commissioner
Dept. of Economic Development and Planning
Lisa Santeramo, Assistant Deputy County Executive
✓ Tom Vaughn, Director of Intragovernmental Relations
CE Reso Review (electronic copy)

Intro Res. No. 1018-15
Introduced by Presiding Officer on request of the County Executive

Laid on Table 1/5/15

RESOLUTION NO. -2015, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0800 SECTION 182.00 BLOCK 01.00 LOT 011.004 FOR SEWAGE TREATMENT, TRANSFER, AND PUMPING PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.

WHEREAS, a certain parcel of real property presently owned by the Town of Smithtown, County of Suffolk, New York, and having a Suffolk County Tax Map Identification Number of District 0800 Section 182.00 Block 01.00 Lot 011.004, is situated within the geographical boundaries of the Town of Smithtown, Suffolk County, New York a map and description of same being attached hereto as Exhibit "A" (hereinafter referred to as the "subject parcel"); and

WHEREAS, the County of Suffolk, New York is interested in acquiring a portion of the subject parcel of real property for the purpose of using the subject parcel for sewage treatment, transfer, and pumping purposes; and

WHEREAS, conveyance of the subject parcel must be authorized by the Town Board of Smithtown, Suffolk County, New York, by duly adopted resolution; and

WHEREAS, acquisition of said parcel(s) pursuant to General Municipal Law Section 72-h, as an intergovernmental transfer is a Type II action pursuant to 6 NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required;

NOW THEREFORE BE IT

1st RESOLVED, that the County of Suffolk does hereby authorize the acquisition and requests the conveyance of that parcel having a Suffolk County Tax Map Identification Number of District 0800 Section 182.00 Block 01.00 Lot 011.004, more particularly described in Exhibit "A", pursuant to New York State General Municipal Law Section 72H for a consideration not to exceed Ten & 00/100 (\$10.00) Dollars (to be waived) plus pro-rata taxes at the time of closing, and be it further

2nd RESOLVED, that the Commissioner Suffolk County Department of Public Works or his designee is hereby authorized to execute all necessary documents in connection with the acquisition of the above-described parcel(s).

DATED:

APPROVED BY:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u>	Local Law <u> </u>	Charter Law <u> </u>
2. Title of Proposed Legislation		
RESOLUTION NO. -2015, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0800 SECTION 182.00 BLOCK 01.00 LOT 011.004 FOR SEWAGE TREATMENT, TRANSFER, AND PUMPING PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="checkbox"/> Town	Economic Impact	
<input type="checkbox"/> Village	<input type="checkbox"/> School District	Other (Specify):
<input type="checkbox"/> Library District	<input type="checkbox"/> 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		
N/A		

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Ben Wright, P.E. Principal Civil Engineer	<i>Ben Wright</i>	12/17/14

Neil Thom

**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	\$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
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	\$0	\$0.00		\$0.000

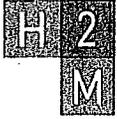
* The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.

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.

EXHIBIT "A"

1018



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

tel 631.756.8000
fax 631.694.4122

December 21, 2011
Revised July 23, 2014

**Description of Proposed Pump Station 1
Suffolk County Department of Public Works
Sewer District Property
New Highway, Hauppauge, Town of Smithtown
County of Suffolk, State of New York
Suffolk County Tax Map: District 0800, Section 182,
Block 01, Part of Lot 11.4**

All that certain plot, piece or parcel of land, situate, lying and being in Hauppauge, Town of Smithtown, County of Suffolk, State of New York. Said property as shown on a survey prepared by H2M architects + engineers, last dated November 19, 2010, as project number SUFF 0503. Property also known as part of lot 3 as shown on the Map of Corporate Park at Hauppauge, filed October 8, 1982 as file number 7123. Said property being more particularly bounded and described as follows:

Beginning at a point on the southerly side of New Highway. Said point being further described as being 382.50 feet westerly along the southerly side of New Highway from the westerly end of a curve connecting the westerly side of Marcus Boulevard with the southerly side of New Highway.

Thence the following three (3) courses through lot 3 as shown on the Map of Corporate Park at Hauppauge:

1. South 12 degrees, 43 minutes, 17 seconds east, 39.50 feet.
2. South 76 degrees, 30 minutes, 39 seconds west, 80.00 feet
3. North 13 degrees, 29 minutes, 21 seconds west, 39.49 feet to the southerly side of New Highway.

Thence easterly along the southerly side of New Highway North 76 degrees, 30 minutes, 39 seconds east, 80.53 feet to the point or place of beginning.

Containing within said bounds 3,169.90 Sq. Ft. or 0.07 Acres.

J:\LPS\Dept7300\Metes & Bounds Descriptions\SUFF 0503\Pump Station 1, New Highway.doc

NOTE

1. THE PROPERTY IS KNOWN AS PART OF LOT 3, MAP OF CORPORATE PARK AT HAUPPAUGE, FILED OCTOBER 18, 1982 AS FILE NO. 712.
2. THE PROPERTY IS IN THE NEW YORK STATE PLANE COORDINATE SYSTEM LONG ISLAND ZONE, NAD 1983.
3. ELEVATIONS REFER TO N.A.S.D. 1988.
4. A TITLE REPORT WAS NOT FURNISHED AS PART OF THIS SURVEY.

Marcus Boulevard

New Highway
(Outside With R.O.W.)

LEGEND

- INLET
- UTILITY POLE/STAY POLE
- SPOT ELEVATION
- TOP/ROOT CURB GRADE
- EVERGREEN TREE W/ TAG NUMBER
- DECIDUOUS TREE W/ TAG NUMBER
- CURB
- UNDERGROUND GAS
- OVERHEAD WIRES
- FENCE
- FILE MAP LOT NUMBER



John Schnur
JOHN SCHNUR, P.E.

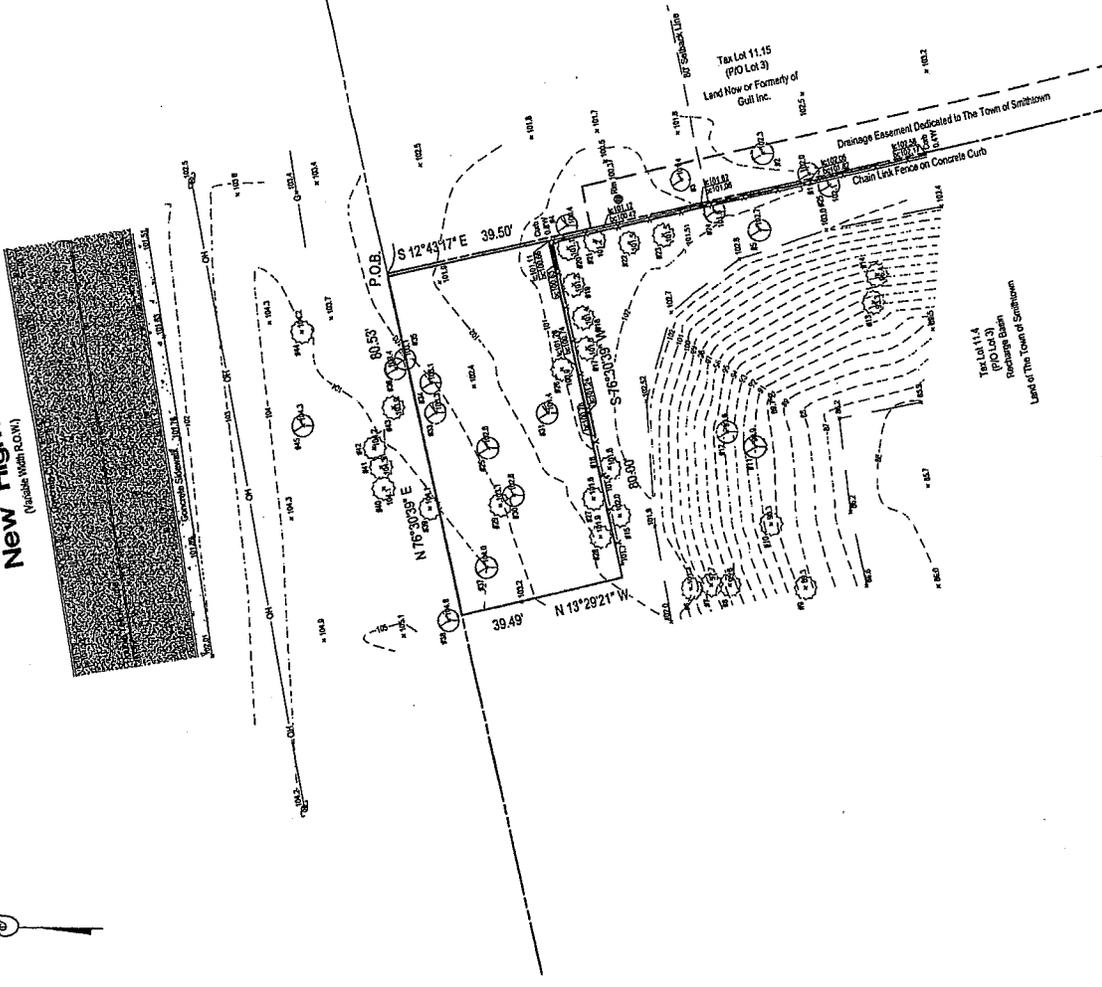
H 2 M
architects + engineers

SUBMITTED BY:	DATE:	SCALE:
AS/AM	11/19/80	1"=50 FEET
CHECKED BY:	PROJECT NO.:	
R/W	SUP-5887	

**SURVEY FOR
SUFFOLK COUNTY DEPARTMENT OF
PUBLIC WORKS
PROPOSED PUMP STATION NO. 1**

**TOPOGRAPHIC SURVEY OF
PART OF LOT 3
MAP OF
CORPORATE PARK AT HAUPPAUGE**

REVISED PROPERTY LINE ADDED 7/26/11
THIS SURVEY IS A REVISION OF SECTION
1117 OF THE SURVEY MAP AND SHALL
BE CONSIDERED AS A PART OF THE
ORIGINAL SURVEY. THE SURVEY IS
CERTIFIED TO BE TRUE AND CORRECT
AS FAR AS THE SURVEYOR'S KNOWLEDGE
AND BELIEF PERMITS. THE SURVEYOR
HAS NOT BEEN ADVISED OF ANY
INTERESTS IN THE PROPERTY WHICH
MAY BE AFFECTED BY THIS SURVEY.
THE SURVEYOR'S LIABILITY IS LIMITED
TO THE ACCURACY OF THE SURVEY
AND TO THE ASSUMPTIONS OF THE
SURVEYOR. THE SURVEYOR IS NOT
RESPONSIBLE FOR ANY DAMAGE TO
PROPERTY OR PERSONS CAUSED BY
RELIANCE ON THIS SURVEY.



AREA = 1,162.99 S.F. OR 0.027 ACRES

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL:

RESOLUTION NO. -2015, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0800 SECTION 182.00 BLOCK 01.00 LOT 011.004 FOR SEWAGE TREATMENT, TRANSFER, AND PUMPING PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.

PURPOSE OR GENERAL IDEA OF BILL:

To allow the County of Suffolk to request conveyance of real property for \$10.00 (waived) from the Town of Smithtown for Sewage Treatment Purposes.

SUMMARY OF SPECIFIC PROVISIONS:

Allowing the County of Suffolk to request conveyance of real property for \$10.00 (waived) from the Town of Smithtown for Sewage Treatment Purposes.

JUSTIFICATION:

Without the approval of the subject resolution, the County cannot build the necessary sewage treatment project.

FISCAL IMPLICATIONS:

There is no monetary cost for the acquisition of the subject parcel.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner 

SUBJECT: **Resolution Authorizing the Acquisition of a Portion of a Certain Parcel of Real Property Having a Suffolk County Tax Map Identification Number of District 0800 Section 182.00 Block 01.00 Lot 011.004 for Sewage Treatment, Transfer, and Pumping Purposes and Requesting Conveyance of Same from the Town of Smithtown, Suffolk County, New York Pursuant to General Municipal Law §72-H**

DATE: December 16, 2014

Attached is a draft resolution and appropriate forms with backup for the planning steps to acquire a portion of a Town of Smithtown storm water recharge basin necessary for the construction of sewerage facilities (pumping station) for Sewer District No. 18 – Hauppauge Industrial filed as Reso-DPW sd18 Parcel Acquisition dated 12-16-14 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd18 Parcel Acquisition dated 12-16-14. Meetings have been held with the Town of Smithtown concerning acquisition and planning steps necessary leading to the acquisition. As noted in the resolution, the fee related to acquisition is to be waived.

We would appreciate this resolution being laid on the table as soon as possible.

GA:BW:ni
Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Lynne Bizzarro, Esq., Chief Deputy County Attorney
Charles Jaquin, Executive Assistant for Finance & Administration
Nick Paglia, Assistant Executive Analyst
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review
H:\SANITATION\resolutions\2015 Resolutions\ga-bw12-16-14 Back-up DPW - sd18 Section 182.00 GML 72H
Conveyance memo to JSchneider.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Intro Res. No. 1019-15
Introduced by Presiding Officer on request of the County Executive

Laid on Table 1/5/15

RESOLUTION NO. -2015, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0800 SECTION 185.00 BLOCK 01.00 LOT 041.000 FOR SEWAGE TREATMENT, TRANSFER, AND PUMPING PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.

WHEREAS, a certain parcel of real property presently owned by the Town of Smithtown, County of Suffolk, New York, and having a Suffolk County Tax Map Identification Number of District 0800 Section 185.00 Block 01.00 Lot 041.000, is situated within the geographical boundaries of the Town of Smithtown, Suffolk County, New York a map and description of a portion of the same being attached hereto as Exhibits "A" (acquisition) and "B" (easement) (hereinafter referred to as the "subject parcel"); and

WHEREAS, the County of Suffolk, New York is interested in acquiring a portion of the subject parcel of real property for the purpose of using the subject parcel for sewage treatment, transfer, and pumping purposes and acquiring a portion for access and utility purposes; and

WHEREAS, conveyance of the subject parcel must be authorized by the Town Board of Smithtown, Suffolk County, New York, by duly adopted resolution; and

WHEREAS, acquisition of said parcel(s) pursuant to General Municipal Law Section 72-h, as an intergovernmental transfer is a Type II action pursuant to 6 NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required;

NOW THEREFORE BE IT

1st RESOLVED, that the County of Suffolk does hereby authorize the acquisition and requests the conveyance of that parcel having pursuant to New York State General Municipal Law Section 72H for a consideration not to exceed Ten & 00/100 (\$10.00) Dollars (to be waived) plus pro-rata taxes at the time of closing, and be it further

2nd RESOLVED, that the County of Suffolk does hereby authorize an easement agreement for access and utilities of that parcel having a Suffolk County Tax Map Identification Number of District 0800 Section 185.00 Block 01.00 Lot 041.000, more particularly described in Exhibit "B", and be it further

3rd RESOLVED, that the Commissioner Suffolk County Department of Public Works or his designee is hereby authorized to execute all necessary documents in connection with the acquisition and easement of a portion of the above-described parcel.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

H:\SANITATION\resolutions\2015 Resolutions\ga-bw12-16-14 Reso DPW sd18 Section 185.00 Requesting GML 72H
Conveyance.doc

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1019

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

2. Title of Proposed Legislation
RESOLUTION NO. -2015, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0800 SECTION 185.00 BLOCK 01.00 LOT 041.000 FOR SEWAGE TREATMENT, TRANSFER, AND PUMPING PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.

3. Purpose of Proposed Legislation
SEE NO. 2 ABOVE

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

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

<p>10. Typed Name & Title of Preparer Ben Wright, P.E. Principal Civil Engineer</p>	<p>11. Signature of Preparer <i>Ben Wright</i></p>	<p>12. Date 12/17/14</p>
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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
 Resolution X Local Law Charter Law

2. Title of Proposed Legislation
 RESOLUTION NO. -2015, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0800 SECTION 185.00 BLOCK 01.00 LOT 041.000 FOR SEWAGE TREATMENT, TRANSFER, AND PUMPING PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.

3. Purpose of Proposed Legislation
 SEE NO. 2 ABOVE

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

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

<input type="checkbox"/>	Town	Economic Impact
<input type="checkbox"/>	School District	Other (Specify):
<input type="checkbox"/>	Fire District	
<input type="checkbox"/>	Library 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 N/A

10. Typed Name & Title of Preparer Ben Wright, P.E. Principal Civil Engineer	11. Signature of Preparer 	12. Date 12/17/14
--	--	--------------------------



**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	\$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
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	\$0	\$0.00		\$0.000

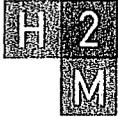
*The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy, and is provided for informational purposes only.

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.

EXHIBIT "A"

1019



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

tel 631.756.8000
fax 631.694.4122

August 6, 2014

**Description of Proposed Pump Station Number 2
Suffolk County Department of Public Works
Sanitary District Property
Old Willets Path, Hauppauge, Town of Smithtown
County of Suffolk, State of New York
Suffolk County Tax Map: District 0800, Section 185,
Block 01, Part of Lot 41**

All that certain plot, piece or parcel of land, situate, lying and being in Hauppauge, Town of Smithtown, County of Suffolk, State of New York. Proposed pump station to be dedicated to the County of Suffolk over property of the Town of Smithtown. Property also known as part of lot 4 as shown on the Map of Vanderbilt Industrial Park, Section 1, filed June 13, 1963 as file number 3804. Said property being more particularly bounded and described as follows:

Beginning at the North West corner of the proposed Pump Station. Said point of beginning being further described as being the following three (3) courses from the intersection of the easterly side of Old Willets Path with the division line between lots 3 and lot 4 as shown on the Map of Vanderbilt Industrial Park, Section 1, filed June 13, 1963 as map number 3804:

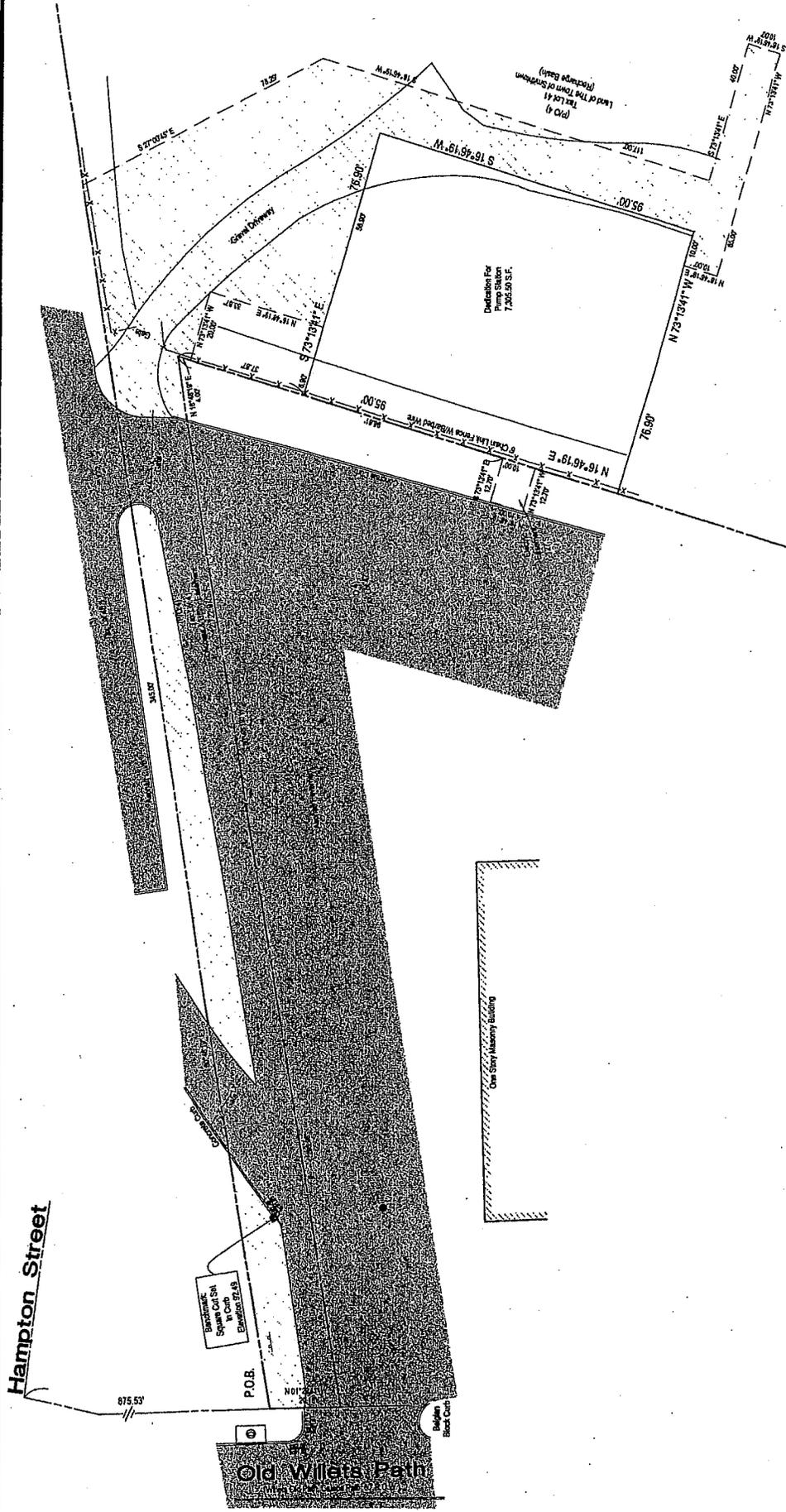
1. South 01 degrees, 29 minutes, 41 seconds west, 20.18 feet.
2. North 80 degrees, 46 minutes, 19 seconds east, 295.96 feet.
3. South 16 degrees, 46 minutes, 19 seconds west, 37.87 feet to the point of beginning.

Thence the following four (4) courses through lands of the Town of Smithtown:

1. South 73 degrees, 13 minutes, 41 seconds east, 76.90 feet.
2. South 16 degrees, 46 minutes, 19 seconds west, 95.00 feet.
3. North 73 degrees, 13 minutes, 41 seconds west, 76.90 feet
4. North 16 degrees, 46 minutes, 19 seconds east, 95.00 feet to the point or place of beginning.

Containing within said bounds 7,305.50 Sq. Ft. or 0.17 Acres.

Hampton Street



H 2 M architects + engineers

111 Cherry Hill Rd. Suite 200
 Westchester, NY 10598
 Phone: 914.941.1111
 Fax: 914.941.1112

PROJECT NO.	SURF-5003	DATE	11/19/70
SCALE	1"=50 FEET		
SURVEY FOR SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS			
HAIPPANGLIE TOWN OF SHIRTON SUFFOLK COUNTY, NEW YORK			
SURVEY FOR PROPOSED PLANE STATION No. AT OLD WILLETS PATH PART OF LOT 4 MAP OF VANDERBELT INDUSTRIAL PARK SECTION 10, TOWNSHIP 42 N., RANGE 12 E., 35TH DISTRICT, 3RD EDITION, N.Y.S. CO. 100			

- NOTE**
1. THE PROPERTY IS KNOWN AS PART OF LOT 4, MAP OF VANDERBELT INDUSTRIAL PARK, SECTION No. 1 FILED JUNE 13, 1963 AS FILE NO. 380A.
 2. THE PROPERTY IS IN THE NEW YORK STATE PLANE COORDINATE SYSTEM LONG ISLAND ZONE, IAD, 1983.
 3. ELEVATIONS REFER TO M.A.S.D. 1988.
 4. A TITLE REPORT WAS NOT FURNISHED AS PART OF THIS SURVEY.

REVISED EASEMENT LINE 000014
 REVISED PROPERTY LINE ADDED
 REVISIONS TO BE MADE AS SHOWN IN
 REVISIONS TO BE MADE AS SHOWN IN
 UNAUTHORIZED ALTERATION OR ADDITION TO
 THIS SURVEY IS A VIOLATION OF SECTION 19
 OF THE SURVEYING LAW OF THE STATE OF NEW YORK
 AND IS SUBJECT TO PENALTY AS PROVIDED IN
 SAID SECTION. THE SURVEYOR SHALL BE
 RESPONSIBLE FOR THE ACCURACY OF THE
 SURVEY. THIS SURVEY IS PREPARED AND ON HIS BEHALF
 BY THE SURVEYOR AND HIS ASSISTANTS. THE
 SURVEYOR AND HIS ASSISTANTS ARE NOT
 RESPONSIBLE FOR THE ACCURACY OF THE
 SURVEYING INSTRUMENTS, CERTIFICATING THE
 INSTRUMENTS OF SUBSEQUENT OWNERS.

STATE OF NEW YORK
 SUFFOLK COUNTY
 REGISTERED LAND SURVEYOR
 4813

[Signature]
 JOHN SCHMORR, P.L.S.

- LEGEND**
- INLET
 - ⊙ DRAINAGE MANHOLE
 - CURB INLET
 - SIGN
 - SPOT ELEVATION
 - TOPSOIL CURB GRADE
 - EVERGREEN TREE
 - DECIDUOUS TREE
 - CURB
 - FENCE
 - (#) FILE MAP LOT NUMBER

AREA: 15,848 S.F. OR 0.36 ACRES

EXHIBIT "B"

Hampton Street

875.53'

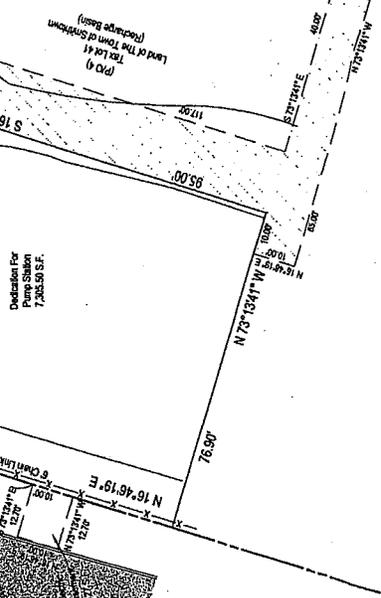
Stationing:
Square Cut SM
In Curve
Elevation 32.03

P.O.B.

Old Willers Path

Shelton
Block Cut

One Story Masonry Building



Ordinate for
Point S10
7,203.50 S.F.

Land of the Town of Southampton
(Package Basis)
P.O. 9



NOTE

1. THE PROPERTY IS SHOWN AS PART OF LOT 4, MAP OF VANDERBILT INDUSTRIAL PARK, SECTION No. 1, FILED JUNE 15, 1968 (FILE NO. 3804).
2. THE PROPERTY IS IN THE NEW YORK STATE PLANE COORDINATE SYSTEM LONG ISLAND ZONE, NAD 1983.
3. ELEVATIONS REFER TO N.A.I.D. 1988.
4. A TITLE REPORT WAS NOT FURNISHED AS PART OF THIS SURVEY.

LEGEND

- INLET
- DRAINAGE MANHOLE
- CURB INLET
- SIGN
- SPOT ELEVATION
- TOPSOOT CURB GRADE
- EVERGREEN TREE
- DECIDUOUS TREE
- CURB
- FENCE
- () FILE MAP LOT NUMBER



[Signature]
JOHN SCORNIARI, P.L.S.

H 2 M architects + engineers

615 Grand Central Station
New York, NY 10042
PHONE: (212) 691-1111
FACSIMILE: (212) 691-1112
1177 Madison Ave. 10th Fl.
New York, NY 10017
PHONE: (212) 691-1111
FACSIMILE: (212) 691-1112

PROJECT NO.: SUFF-5003
DATE: 11/09/10
SCALE: 1"=30 FEET

DRAWN BY: RMY
CHECKED BY:

**SURVEY FOR
SUFFOLK COUNTY DEPARTMENT
OF PUBLIC WORKS**

SUFFOLK COUNTY
NEW YORK

**SURVEY FOR PROPOSED PUMP STATION No. 2
AT OLD WILLETS PATH
PART OF LOT 4
MAP OF VANDERBILT INDUSTRIAL PARK,
SECTION No. 1**

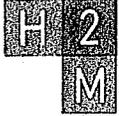
FILED JUNE 15, 1968 FILE NO. 3804
SECT. DISTRICT 800, SECTION 105, BLOCK 01, P.O. LOT 41.

REVISED EASEMENT LINE NUMBER
REVISED PROPERTY LINE ADDED

UNAUTHORIZED ALTERATION OR ADDITION TO
REVISED PROPERTY LINE ADDED 12/20/11

THIS SURVEY WAS PREPARED AND ON BEHALF OF
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
BY JOHN SCORNIARI, P.L.S., A LICENSED PROFESSIONAL
SURVEYOR IN THE STATE OF NEW YORK. THE
COPY OF THIS SURVEY IS TO BE KEPT IN THE
OFFICE OF THE STATE ENGINEER, DEPARTMENT OF
STATE, ALBANY, NEW YORK. THIS SURVEY
IS NOT VALID UNLESS IT IS FILED IN THE
OFFICE OF THE STATE ENGINEER, DEPARTMENT OF
STATE, ALBANY, NEW YORK. THE
LICENSED PROFESSIONAL SURVEYOR'S
INSTITUTIONS OR SUBSEQUENT CHANGES.

AREA: 15,844.88 S.F. OR 0.36 ACRES



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747

tel 631.756.8000
fax 631.694.4122

August 6, 2014

**Description of Proposed Access and Utility Easement
At Pump Station 2
Suffolk County Department of Public Works
Sanitary District Property
Old Willets Path, Hauppauge, Town of Smithtown
County of Suffolk, State of New York
Suffolk County Tax Map: District 0800, Section 185,
Block 01, Part of Lot 41**

All that certain plot, piece or parcel of land, situate, lying and being in Hauppauge, Town of Smithtown, County of Suffolk, State of New York. Proposed access and utility easement over property of the Town of Smithtown. Said property as shown on a survey prepared by H2M Group, last dated November 19, 2010, as project number SUFF 0503. Property also known as part of lot 4 as shown on the Map of Vanderbilt Industrial Park, Section 1, filed June 13, 1963 as file number 3804. Said property being more particularly bounded and described as follows:

Beginning at a point on the division line between lots 3 and lot 4 as shown on the Map of Vanderbilt Industrial Park, Section 1, filed June 13, 1963 as map number 3804. Said point being further described as being 875.53 feet southerly from the intersection of the southerly side of Hampton Street with the easterly side of Old Willets Path.

Thence easterly along the division line between lots 3 and lot 4, North 80 degrees, 46 minutes, 19 seconds east, 345.00 feet.

Thence the following twelve (12) courses through land of the Town of Smithtown:

1. South 27 degrees, 00 minutes, 45 seconds east, 78.29 feet.
2. South 16 degrees, 46 minutes, 19 seconds west, 117.00 feet.
3. South 73 degrees, 13 minutes, 41 seconds east, 40.00 feet.
4. South 16 degrees, 46 minutes, 19 seconds west, 10.00 feet.
5. North 73 degrees, 13 minutes, 41 seconds west, 65.00 feet.
6. North 16 degrees, 46 minutes, 19 seconds east, 10.00 feet.
7. South 73 degrees, 13 minutes, 41 seconds east, 10.00 feet.
8. North 16 degrees, 46 minutes, 19 seconds east, 95.00 feet.
9. North 73 degrees, 13 minutes, 41 seconds west, 56.90 feet.
10. North 16 degrees, 46 minutes, 19 seconds east, 33.87 feet.
11. North 73 degrees, 13 minutes, 41 seconds west, 20.00 feet.
12. North 16 degrees, 46 minutes, 19 seconds east, 4.00 feet to the north east corner of tax lot 47.

Thence westerly South 80 degrees, 46 minutes, 19 seconds west, 295.96 feet to the easterly side of Old Willets Path.

Thence northerly North 01 degrees, 29 minutes, 41 seconds west, 20.18 feet to the point or place of beginning.

Containing within said bounds 12,722.97 Sq. Ft. or 0.29 Acres.

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL:

RESOLUTION NO. -2015, AUTHORIZING THE ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY HAVING A SUFFOLK COUNTY TAX MAP IDENTIFICATION NUMBER OF DISTRICT 0800 SECTION 185.00 BLOCK 01.00 LOT 041.000 FOR SEWAGE TREATMENT, TRANSFER, AND PUMPING PURPOSES AND REQUESTING CONVEYANCE OF SAME FROM THE TOWN OF SMITHTOWN, SUFFOLK COUNTY, NEW YORK PURSUANT TO GENERAL MUNICIPAL LAW §72-H.

PURPOSE OR GENERAL IDEA OF BILL:

To allow the County of Suffolk to request conveyance of real property for \$10.00 (waived) from the Town of Smithtown for Sewage Treatment Purposes.

SUMMARY OF SPECIFIC PROVISIONS:

Allowing the County of Suffolk to request conveyance of real property for \$10.00 (waived) from the Town of Smithtown for Sewage Treatment Purposes.

JUSTIFICATION:

Without the approval of the subject resolution, the County cannot build the necessary sewage treatment project.

FISCAL IMPLICATIONS:

There is no monetary cost for the acquisition of the subject parcel.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner 

SUBJECT: **Resolution Authorizing the Acquisition of a Portion of a Certain Parcel of Real Property Having a Suffolk County Tax Map Identification Number of District 0800 Section 185.00 Block 01.00 Lot 041.000 for Sewage Treatment, Transfer, and Pumping Purposes and Requesting Conveyance of Same from the Town of Smithtown, Suffolk County, New York Pursuant to General Municipal Law §72-H**

DATE: December 16, 2014

Attached is a draft resolution and appropriate forms with backup for the planning steps to acquire a portion of a Town of Smithtown storm water recharge basin necessary for the construction of sewerage facilities (pumping station) for Sewer District No. 18 – Hauppauge Industrial filed as Reso-DPW sd18 Parcel Acquisition dated 12-16-14 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd18 Parcel Acquisition dated 12-16-14. Meetings have been held with the Town of Smithtown concerning acquisition and planning steps necessary leading to the acquisition as well as an access and utility easement. As noted in the resolution, the fee related to acquisition is to be waived.

We would appreciate this resolution being laid on the table as soon as possible.

GA:BW:ni
Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Lynne Bizzarro, Esq., Chief Deputy County Attorney
Charles Jaquin, Executive Assistant for Finance & Administration
Nick Paglia, Assistant Executive Analyst
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review

H:\SANITATION\resolutions\2015 Resolutions\ga-bw12-16-14 Back-up DPW - sd18 Section 185.00 GML 72H
Conveyance memo to JSchneider.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

1020

Intro. Res. No. - 2015
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 1/5/15

**RESOLUTION NO. - 2015, AMENDING RESOLUTION NO.
738-2014, PORT JEFFERSON-WADING RIVER RAILS TO
TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903)**

WHEREAS, Resolution No. 738-2014 authorized the County of Suffolk to accept Federal and/or State funds from, and to execute an agreement with, the New York State Department of Transportation (NYSDOT) in connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path (PIN 075816); and

WHEREAS, it is necessary to amend Resolution No. 738-2014 to incorporate language, required by NYSDOT, committing the County of Suffolk, as the Sponsor, to be responsible for repayment of any Federal and/or State Aid received for this project, in the event the Project is discontinued due to recission of property rights or other circumstances prior to the Project's 25 year useful life; now, therefore, be it

1st RESOLVED, that Suffolk County, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (20) and (27) as this legislative decision involves routine or continuing agency administration. As such, this Legislature had no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that Resolution No. 738-2014 is hereby amended as follows:

9th 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[.]; and be it further

10th RESOLVED, should this Project be discontinued due to recission of property rights or other circumstances prior to the Project's 25 year useful life (calculated on a pro-rated scale - years actually in operation/25 year useful life), the County of Suffolk (Sponsor) shall repay any Federal and/or State Aid received for this project, within 180 days from any recoupment of funds against the State by FHWA for the federal-aid used on the project.

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1020

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
RESOLUTION NO. - 2015, AMENDING RESOLUTION NO. 738-2014, PORT JEFFERSON-WADING RIVER RAILS TO TRAILS PEDESTRIAN AND BICYCLE PATH (CP 5903)		
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)		
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		
There is a potential fiscal impact. This resolution adds a Resolved clause which makes the sponsor (Suffolk County) repay and Federal and/or State Aid received for this project due to recission of property rights or other circumstances.		
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. Previous appropriating Resolution 738-2014 appropriated 100% Federal funds.		
9. Timing of Impact		
Upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		December 24, 2014

SCIN FORM 175b (10/95)

1020

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

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2015 PROPERTY TAX LEVY	2015 COST TO AVG TAXPAYER	2015 AV TAX RATE PER \$100	2015 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, 2014.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2014-2015.
- 3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COUNTY OF SUFFOLK

1020



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

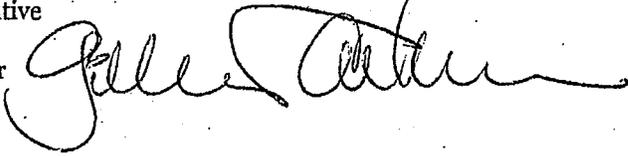
GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner 

DATE: November 21, 2014

RE: **Amending Resolution No. 738-2014, Amending the 2014 Capital Budget and Program and Appropriating Funds in Connection with Port Jefferson-Wading River Rails to Trails Pedestrian and Bicycle Path (CP 5903)**

Attached is a draft resolution to amend Resolution No. 738-2014, to include language required by FHWA that in the event the Project is discontinued due to recission of property rights (ie: LIPA) or other circumstances prior to the Project's 25 year useful life, the County of Suffolk, as the Sponsor, shall repay any Federal and/or State Aid received for this project.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-Amending Reso 738-2014.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

1021

Intro. Res. No. -2015
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 1/5/15

**RESOLUTION NO. -2015, AMENDING RESOLUTION NO.
647-2014, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE
DOCUMENTS RELATING TO THE AIR NATIONAL GUARD'S USE
OF PROPERTY AND EQUIPMENT AT FRANCIS S. GABRESKI
AIRPORT**

WHEREAS, Suffolk County owns and through its Department of Economic Development and Planning operates and maintains Francis S. Gabreski airport in Westhampton; and

WHEREAS, the Air National Guard leases a portion of the airfield under a Lease Agreement between the County of Suffolk and the United States of America; and

WHEREAS, the United States of America ("Government") requires joint use of the flying facilities and navigational aids at said airport for government aircraft in common with others;

WHEREAS, the Government and the County have provided for the delineation of responsibility for operation and maintenance of the flying facilities jointly used in common with others at the Airport, and to establish the Government's reasonable share, proportional to such use, of the cost of operating and maintaining such facilities through an Airport Joint Use Agreement ("AJUA") which has expired; and

WHEREAS, Resolution No. 647-2014 authorized the County Executive or his designee to execute the Airport Joint Use Agreement with the United States of America, acting through the United States Property and Fiscal Office of New York, for a term commencing upon the expiration of the prior AJUA, October 1, 2009, and ending September 30, 2023; and

WHEREAS, the United States of America, has advised the County that it has amended the term of the Agreement to October 1, 2009 through September 30, 2019; now, therefore be it

1st RESOLVED, that the 1st Resolved Clause of Resolution 647-2014 is hereby repealed in its entirety and replaced as follows:

1st RESOLVED, that the County Executive is hereby authorized to enter into an Agreement with the United States of America, acting through the United States Property and Fiscal Office of New York, for a term commencing upon the expiration of the prior AJUA, October 1, 2009, and ending September 30, 2019 in substantial conformance with "Exhibit A" attached.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1021

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING**

TITLE OF BILL:

AMENDING RESOLUTION NO. 647-2014, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE DOCUMENTS RELATING TO THE AIR NATIONAL GUARD'S USE OF PROPERTY AND EQUIPMENT AT FRANCIS S. GABRESKI AIRPORT

PURPOSE OR GENERAL IDEA OF BILL:

The attached resolution amends Resolution 647-2014 authorizing the County Executive or his designee to execute the Airport Joint Use Agreement with the United States of America, acting through the United States Property and Fiscal Office of New York, for the term of the lease agreement commencing upon the expiration of the prior AJUA October 1, 2009 through September 30, 2019, and repeals the original agreement dates of October 1, 2009 and ending September 30, 2023.

SUMMARY OF SPECIFIC PROVISIONS:

The 1st Resolved Clause of Resolution 647-2014 is hereby repealed in its entirety and replaced as follows:

1st RESOLVED, that the County Executive is hereby authorized to enter into an Agreement with the United States of America, acting through the United States Property and Fiscal Office of New York, for a term commencing upon the expiration of the prior AJUA, October 1, 2009, and ending September 30, 2019 in substantial conformance with "Exhibit A" attached.

JUSTIFICATION:

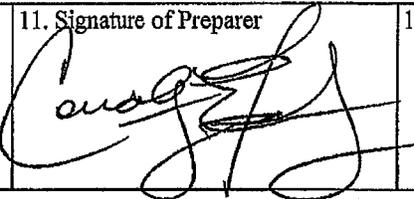
The revised term requires Legislative concurrence.

FISCAL IMPLICATIONS:

Immediate - \$210,430, a onetime payment for years 2009-2013 to be received upon full execution of the Agreement.

2014-2019 - \$42,086 annually.

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		
AMENDING RESOLUTION 647-2014 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE DOCUMENTS RELATING TO THE AIR NATIONAL GUARD'S USE OF PROPERTY AND EQUIPMENT AT FRANCIS S. GABRESKI AIRPORT		
3. Purpose of Proposed Legislation		
Amend resolution 647-2014 to reflect a different term of the approved agreement.		
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		
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 - Revenue		
Immediate - \$210,430, a onetime payment for years 2009-2013 to be received upon full execution of the Agreement.		
2014-2019 - \$42,086 annually.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Carolyn E. Fahey Intergovernmental Relations Coordinator		12/23/14

Neil Bond

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	\$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
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	\$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.

COUNTY OF SUFFOLK



1021

OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator
Department of Economic Development and Planning

DATE: December 23, 2014

RE: AMENDING RESOLUTION NO. 647-2014, AUTHORIZING THE
COUNTY EXECUTIVE TO EXECUTE DOCUMENTS RELATING
TO THE AIR NATIONAL GUARD'S USE OF PROPERTY AND
EQUIPMENT AT FRANCIS S. GABRESKI AIRPORT

The Department of Economic Development and Planning requests the submittal of the attached resolution which amends Resolution No. 647-2014.

The attached resolution amends Resolution 647-2014 which authorized the County Executive to execute the Airport Joint Use Agreement with the United States of America, acting through the United States Property and Fiscal Office of New York. The amending resolution changes the term of the agreement to October 1, 2009 through September 30, 2019, and repeals the original dates of October 1, 2009 and ending September 30, 2023.

Attached please find the draft resolution, Memorandum of Support and the SCIN 175a and 175b forms. Electronic copies have been filed as required.

Thank you.

CEF/jle
Attachments

cc: Dennis M. Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive/Commissioner
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Neil Toomb, Intergovernmental Coordinator
Tony Ceglio, Airport Manager

1022

Intro. Res. No. 2015

Laid on Table 1/5/2015

Introduced by the Presiding Officer, on the request of the County Executive

**RESOLUTION NO. , 2015 A RESOLUTION
CONFIRMING THE APPOINTMENT OF FRANK NARDELLI AS
THE COMMISSIONER OF THE SUFFOLK COUNTY
DEPARTMENT OF LABOR, LICENSING AND CONSUMER
AFFAIRS**

WHEREAS, Section 31-2 A of the SUFFOLK COUNTY CHARTER calls for the County Executive to appoint the Commissioner of the Suffolk County Department of Labor, Licensing and Consumer Affairs, subject to the approval of the Suffolk County Legislature, and that such Commissioner shall serve at the pleasure of the County Executive; and

WHEREAS, Section 31-2 B of the SUFFOLK COUNTY CHARTER provides that the Commissioner of the Suffolk County Department of Labor, Licensing and Consumer Affairs may also be designated as the Suffolk County Director of Weights and Measures, appointed in accordance with, and having all the powers and duties set forth in, the NEW YORK AGRICULTURE AND MARKETS LAW, but that no additional compensation shall be extended to the Commissioner for this work; and

WHEREAS, Steve Bellone, the County Executive of Suffolk County, has appointed Frank Nardelli, who currently resides in Sayville, New York, as the Commissioner of the Suffolk County Department of Labor, Licensing and Consumer Affairs; now therefore be it

1st RESOLVED, that the appointment of Frank Nardelli, currently residing in Sayville, New York, as Commissioner of the Suffolk County Department of Labor, Licensing and Consumer Affairs, is hereby approved pursuant to Section 31-2 A of the SUFFOLK COUNTY CHARTER, to serve at the pleasure of the Suffolk County Executive, effective immediately; and be it further

2nd RESOLVED, that pursuant to Section 31-2 B of the SUFFOLK COUNTY CHARTER and Section 180(1) of the NEW YORK AGRICULTURE AND MARKETS LAW, this Legislature hereby designates Frank Nardelli, as Commissioner, to also serve as Suffolk County's Director of Weights and Measures, but that no additional compensation shall be extended for his work as the Director of Weights and Measures; and

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act ("SEQRA") Lead Agency, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Title 6 NYCRR Part 617.5 (c)(20) and (27) as the proposal involves the adoption of regulations, policies, procedures, and local legislative decisions in connection with routine or continuing agency administration and management.

4th RESOLVED, that this resolution shall take effect immediately.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

EXPERIENCE

Suffolk County Department of Labor, Licensing & Consumer Affairs
Senior Deputy Commissioner

January 2013 - Present

Oversee the development, implementation and enforcement of policies and procedures that pertain to the Department's workforce development and consumer advocacy programs and the development of proposals for the funding of Federal and State grants; administration of departmental programs involving Federal, State and County funds; general supervision over the Deputy Commissioners responsible for various divisions within the Department in addition to the following:

- Mediation of labor disputes involving county public works projects as well as private sector construction projects in Suffolk County.
- Collaboration with department of public works on overseeing prevailing wage compliance, project labor agreements, certified payroll requirements, jurisdictional disputes, NYS Certified Apprenticeship Training requirements, Legal Hiring of Employees Law, OSHA requirements, jobsite safety and compliance with regulatory codes.
- Contract administration pertaining to labor mandates in various Suffolk County land lease agreements.
- Department representation at meetings, events and industry associations.

Suffolk County Department of Labor, Licensing & Consumer Affairs
Assistant to the Commissioner

February 2012 – December 2012

- Performed varied and confidential duties at the commissioner's direction.
- Assisted the commissioner in matters of departmental systems, procedures and operations.
- Worked on special projects, confidential in nature while exercising independent judgment and initiative in the execution of duties.

Suffolk County Executive Office
County Executive Assistant

February 2005– December 2011

Assisted the County Executive in the general management of County government; formulation, initiation and interpretation of policies and procedures; assistance in research, planning and establishment of prospective County Executive Office programs; coordination of data, reports on policy, administration and programs related to County government operations. Direct responsibilities included:

Labor:

Management of issues pertaining to labor organizations directly affecting Suffolk County; mediation of labor disputes directly affecting Suffolk County; Contract administration pertaining to Project Labor Agreements (PLAs) and lease agreements; review of Request for Proposals (RFPs), Request for Qualifications (RFQs) and Request for Expressions of Interest (RFEI). Additional tasks include representation at meetings and functions; communication and correspondence; problem solving; research; newsletters; personal visits and executive memos; promotion of introductory resolutions by the County Executive and the lobbying of such resolutions; mobilizing support, summoning and briefing speakers on the issues and legislation.

Transportation:

Liaison between County Executive office and the New York Metropolitan Transportation Council (NYMTC) - designated Metropolitan Planning Organization (MPO) for the New York downstate region; responsible for management of issues pertaining to transportation and land development directly affecting Suffolk County on both local and regional levels; review of studies and reports; related research and addressing of all correspondence; representation at meetings and related events.

Space Facilities Management:

County Executive representative for Suffolk County Space Management Steering Committee (SMSC); responsible for review and approval of Space Allocation Requests (SARs) for all County departments and agencies including lease renewals, lease extensions and Build to Suit; participation in all space searches with focus on cost savings and efficiencies of scope and scale, including lease and service agreements; research, gathering and coordinating data, preparing reports, reviewing studies; community outreach; review of proposed legislation (State and County) for potential impact on constituency and county departments, programs and/or services.

EXPERIENCE (Continued)

General Building Laborers Local 66 Trust Funds - Melville, New York 11747

Trust Funds Representative/Political Action Coordinator

2001 - 2005

Responsibilities include contract administration pertaining to all aspects of fringe benefit contributions; performance of internal audits; law suit preparation; monitoring of 400+ signatory contractors; grievances step 1 through arbitration; unfair labor practices; writing and research for securing the interests and fiduciary responsibilities of the Local union and Local 66 Trust Funds.

PAC responsibilities include screening of responsible candidates for local and national office knowledgeable of Long Island labor and economic issues; mobilizing membership to assist candidates selected by PAC committee; funding allocation and coordination of district canvassing.

General Building Laborers Local 66 - Melville, New York 11747

General Construction Laborer and Shop Steward

1983 - 2001

Began as construction laborer working on numerous commercial and industrial construction projects on Long Island; promoted to shop steward, working full time while completing college education; responsible for all on site labor relations, grievances and contract administration; ensurance of jobsite safety and compliance with regulatory codes; liaison between membership, general contractors and subcontractors; payroll monitor for overtime pay, benefits and timeliness.

CERTIFICATIONS

- National Labor College - Silver Spring, Maryland – Union Administration (LIUNA)
- International Foundation/Collection Procedures Institute Hollywood, FL - Collection Procedures
- OSHA Construction Safety - Melville, NY
- MSHA Mine Safety and Health - Lakeland, Florida
- Contractors Safety and Health - Lakeland Florida
- Confined Space Entry - Melville, NY
- Fall Protection - Melville, NY

EDUCATION

State University of New York - Old Westbury, NY (December 1998)

Bachelor of Arts - Industrial and Labor Relations

SUNY Convocation Award for Academic Excellence

State University of New York - Farmingdale, NY (May 1987)

Associate in Science - Business Administration

BOARDS AND COMMISSIONS**Present:**

Suffolk County Police Benevolent Association Benefit Fund, Employer Trustee

Suffolk County Police Benevolent Association Legal Fund, Employer Trustee

Suffolk County Municipal Employees Benefit Fund, Employer Trustee

Long Island Labor Advisory Council (LILAC), Member

Past:

Suffolk County Space Management Steering Committee (SMSC), Member

Suffolk County Labor Advisory Board, Executive Director

Suffolk County Workforce Housing Commission, County Executive Liaison

Action Long Island – Transportation Task Force, Member

LANGUAGES

Fluent in Italian

Some Spanish

1023

Intro. Res. No. -2015
Introduced by Presiding Officer on request of the County Executive

Laid on Table 1/5/15

**RESOLUTION NO. -2015, AUTHORIZING AN
INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF
PATCHOGUE AND THE COUNTY OF SUFFOLK FOR
EXCHANGE SERVICES FOR THE MUTUAL BENEFIT OF
RESIDENTS OF THE COUNTY AND THE VILLAGE**

WHEREAS, both parties currently own and maintain various public streets, roadways, sidewalks and facilities within their respective municipalities, and

WHEREAS, during winter months said streets, roadways, sidewalks and facilities require application of road salt, and

WHEREAS, The Department of Public Works possesses or has access to significant quantities of road salt, and

WHEREAS, the parties are desirous of contracting with each other for the purpose of optimizing the maintenance of these public areas, and

WHEREAS, it is in the interest of the taxpayers of the County and the Village to combine efforts in the undertaking of important governmental services and functions that directly benefit the residents of the County and Village; and

WHEREAS, both the County and the Village desire to enter into this Agreement, in accordance with Section 119-o of the New York General Municipal Law.

1st RESOLVED, the Department shall make available to the Village the reasonable requested tons of road salt per day in quantities subject to the approval of the Department, as stated in the attached Agreement, and

2nd RESOLVED, In exchange for the salt requested, the Village shall be responsible for and undertake all maintenance issues as stated in the attached Draft Agreement, and

3rd RESOLVED, this Agreement constitutes the complete understanding of the parties. No modifications of any provision thereof shall be valid unless in writing and signed by both parties.

DATED: , 2015

APPROVED BY:

County Executive of Suffolk

Date of Approval:

INTERMUNICIPAL AGREEMENT

This Agreement ("Agreement") made between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, having its principal offices at the County Center, Riverhead, New York 11901, acting through its duly constituted **Department of Public Works ("Department")**, located at 335 Yaphank Avenue, Yaphank, New York 11980 and the **Village of Patchogue ("Village/Contractor")**, a municipal corporation of the State of New York, having its principal offices at 14 Baker Street, Patchogue, NY 11772.

The parties hereto desire to enter into an Intermunicipal Agreement allowing Suffolk County and the Village of Patchogue to exchange services for goods and materials, for the mutual benefit of residents of the County and the Village, as more fully set forth and described below.

- Term of Agreement:** Shall be as set forth in Exhibit A attached.
- Total Cost of Agreement:** Shall be at no cost to the County.
- Terms and Conditions:** Shall be as set forth in Exhibits A through D, attached.

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

VILLAGE of PATCHOGUE

COUNTY OF SUFFOLK

By: _____
Paul V. Pontieri, Mayor
Date: _____

By: _____
Dennis M. Cohen, Chief Deputy County Executive
Date: _____

Hereby certifies under penalty of perjury that I am an officer of the Village of Patchogue, that I have read and am familiar with Sec. A5-7 of Article V of the Suffolk County Code and that the Village of Patchogue meets all of the requirements to qualify for exemption thereunder.

Sign _____
Date _____

Approved as to Form:
Dennis M. Brown
County Attorney

Approved:
Department of Public Works

By: _____
Basia Deren Braddish
Assistant County Attorney

By: _____
Gilbert Anderson, P.E.
Commissioner

Date: _____

Date: _____

Table of Contents

Exhibit A
General Terms and Conditions

Exhibit B
Suffolk County legislative Requirements

Exhibit C
Suffolk County Legislative Resolution No.

Exhibit D
Village of Patchogue Resolution dated

**Exhibit A
General Terms and Conditions**

WHEREAS, both parties currently own and maintain various public streets, roadways, sidewalks and facilities within their respective municipalities, and

WHEREAS, during the winter months said streets, roadways, sidewalks and facilities require the application of road salt, and

WHEREAS, Department possesses or has access to significant quantities of road salt, and

WHEREAS, the parties are desirous of contracting with each other for the purpose of optimizing the maintenance of these public areas;

WHEREAS, it is in the interests of the taxpayers of the County and the Village to combine efforts in the undertaking of important governmental services and functions that directly benefit the residents of the County and Village; and

WHEREAS, pursuant to Suffolk County Resolution No. _____, the County is authorized to enter into this Agreement (See Exhibit C); and

WHEREAS, pursuant to Village of Patchogue Resolution, dated _____, the Village is authorized to enter into this Agreement (See Exhibit D); and

WHEREAS, both the County and the Village desire to enter into this Agreement, in accordance with Section 119-o of the New York General Municipal Law.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Department shall make its best efforts, upon 24 hour notice, to make available, as soon as practicable, to the Village the reasonable requested tons of road salt per day in quantities subject to the approval of the Department. The material to be supplied by the Department to the Village will be delivered by the supplier directly to the Village at their facilities, the specific location to be identified at the time the order is placed.
2. The salt, not to exceed 1,400 tons in any 12 month period, to be supplied will conform to the specifications described by NYS Office of General Services.
3. The Department will provide Technical Assistance, including but not limited to permitting and waste-water treatment.
4. In exchange for the salt requested, the Village shall be responsible for and undertake all snow removal and storm related clearing of the roadway (Waverly Avenue), CR 19, from Roe Blvd. to Main St., Patchogue .93 miles (4,932') measured along the centerline as well as CR 85, West Main Street, from the Village line east to the westerly limit of CR 19, Patchogue Holbrook Road and Main Street, CR 80.

5. The Village will also maintain stormwater drainage for facilities along **both** sections of road (CR 19 and CR 80) in conformance with NYSDEC Stormwater MS4 permitting previously submitted by Suffolk County
6. In addition, the Village shall be responsible for and undertake all exterior grounds maintenance including but not limited to snow removal, grass mowing, repairs, sign replacements, sidewalk maintenance and grounds keeping for the 6th District Court, 150 W. Main Street, Patchogue, New York 11772 and the Suffolk County Police Department, 5th Precinct, 125 Waverly Avenue, Patchogue, NY 11772, in accordance with a schedule determined by the Department.
7. The term of this Agreement shall be three years commencing on August 30, 2014 and shall be automatically extended yearly unless either party notifies the other, as set forth herein on or before August 30th of the year in which said municipality wishes to withdraw from the agreement and shall take effect on August 30 of the year in which notice is given.
8. a. The Village agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. The Village agrees to require that all of its subcontractors, in connection with work performed for the Village related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Village. Unless otherwise specified by the County and agreed to by the Village, in writing, such insurance shall be as follows:
 - i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the Village in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Village shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Village shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.

All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

- b. The Village shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing

compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Village shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

c. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Village notice in writing.

d. In the event Village shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Village under this Agreement or any other agreement between the County and Village.

e. If the Village has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

9. **Licenses:** The TOWN covenants, warrants, and represents that it has, and shall have throughout the term of this Agreement, and that, to the extent applicable, its employees, agents, and subcontractors have, and shall have throughout the term of this Agreement, the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they are to perform with respect to this Agreement (the "Services"), and that the TOWN has, and shall have, and, to the extent applicable, its employees, agents, and subcontractors have, and shall have throughout the term of this Agreement, all required authorization(s), registration(s), license(s), or permit(s) (hereinafter collectively referred to as a "License") required by State, COUNTY, or local authorities for the Services. The TOWN shall forward to the DEPARTMENT a copy of its License or, if applicable, a complete list of its employees, agents, and subcontractors providing Services, including names, area of License, License numbers, and copies of License(s). The TOWN shall furnish the DEPARTMENT with copies of any updates, additions, or deletions to such list as the same may occur, together with copies of any new or renewal License(s). The TOWN shall immediately notify the DEPARTMENT, in writing, of any disciplinary proceedings against the holder of any License. In the event that the TOWN or such other holder of a License is no longer licensed for any one or more of the Services, the TOWN shall immediately so notify the DEPARTMENT.
10. It is expressly agreed that the Village status hereunder is that of an independent Contractor. Neither the Village, nor any person hired by the Village shall be considered employees of the County for any purpose.
11. The Village agrees that it shall, to the greatest extent permitted by law, protect, indemnify and hold harmless the County and its officers, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments,

losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Village, in connection with the services described or referred to in this Agreement. The Village shall defend the County, its officers, employees, contractors and agents, in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Village, in connection with the services described or referred to in this Agreement.

12. In accordance with the provisions of section 109 of the NYS General Municipal Law, both parties hereto are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement to any other person or corporation without the previous consent in writing of the other party.
13. The Parties agree that nothing in this Agreement shall be construed so as to interfere, limit, diminish, enhance or grant any ownership, municipal or regulatory power or authority of the participating parties over the other, except as are contemplated hereunder.
14. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which invalidity or unenforceability has been determined, shall not be affected thereby and each term and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
15. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
16. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
17. This Agreement is governed by the laws of the State of New York.
18. **Notices and Contact Persons**

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

For the Department:

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service

William Hillman, P.E., Chief Engineer
Department of Public Works
335 Yaphank Avenue
Yaphank, New York 11980

and

For the Village of Patchogue:

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized
Courier Service

Paul V. Pontieri, Jr. Mayor
Village Hall
14 Baker Street
Patchogue, NY 11772

Notices Relating to Termination, Indemnification or Litigation: Any communication or notice regarding termination or litigation shall be in writing and shall be given to the parties, or their designated representative, at the following addresses, or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the County:

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized
Courier Service

Gilbert Anderson, P.E., Commissioner
Department of Public Works
335 Yaphank Avenue
Yaphank, NY 11980

and

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

and

For the Village of Patchogue:

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized
Courier Service

Paul V. Pontieri, Mayor
Patchogue Village Hall

14 Baker Street
Patchogue, NY 11772

and

Brian T. Egan, Esq.
Village Attorney
Patchogue Village Hall
14 Baker Street
Patchogue, NY 11772

Changes in Contact Persons

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

Notices shall be deemed to have been duly given (i) if mailed by registered or certified mail, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County

19. Independent Contractor

It is expressly agreed that the status of the Village and the County hereunder are that of independent contractors. Neither the Village nor any person hired by the Village shall be considered an employee of the County for any purpose whatsoever. Likewise, neither the County nor any person hired by the County shall be considered an employee of the Village for any purpose whatsoever.

20. Entire Agreement

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

21. Modification of Agreement

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

22. Disclaimer

This Agreement shall not be construed to inure to the benefit of third parties.

End of text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

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

Required Form:

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

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

Required Forms:

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor - Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract. Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice of Application to Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

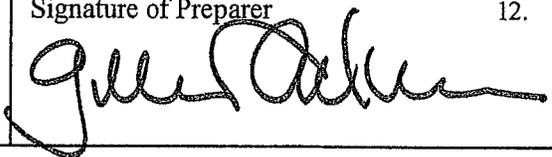
If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit B

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		
Authorizing an Intermunicipal Agreement between the County and the Village of Patchogue for Exchange Services for Goods and Materials.		
3. Purpose of Proposed Legislation		
See No. 2 above		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> No <u> X </u>		
5. If the answer to Item 4 is "yes," on what will it impact? (circle appropriate category)		
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		
10. Typed Name & Title of Preparer 11.	Signature of Preparer 12.	Date
Gilbert Anderson, P.E. Commissioner SCDPW		12/24/14

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: December 24, 2014

RE: **AUTHORIZING AN INTERMUNICIPAL AGREEMENT WITH THE VILLAGE OF
PATCHOGUE ALLOWING THE COUNTY AND THE VILLAGE TO EXCHANGE
SERVICES FOR GOODS AND MATERIALS**

Attached is a draft resolution (filed as Reso-DPW-IMA Village of Patchogue Salt for Services) and the appropriate forms (filed as Backup-DPW- IMA Village of Patchogue -SCIN 175 A&B), which will enable a shared services agreement with the County and the Village of Patchogue.

This will be done at no cost to the County. The County will make available to the Village the requested tons of salt for road maintenance during winter months in exchange for maintenance on various roadways, sidewalks and facilities as stated in the attached Draft Agreement.

GA:bd
Encl.

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Philip A Berdolt, Deputy Commissioner
Laura Conway, CPA, Chief Accountant
Cliff Mitchell, Highway Maintenance Supervisor
Debra Kolyer, Principal Financial Analyst, CE Office
CE RESO REVIEW

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

**RESOLUTION NO. _____ - 2015, AUTHORIZING AN
AGREEMENT BETWEEN THE COUNTY OF SUFFOLK AND
THE CENTRAL PINE BARRENS JOINT PLANNING AND
POLICY COMMISSION FOR THE OPERATION OF A NO-
BURN BRUSH FIRE TRAINING COURSE**

WHEREAS, Suffolk County has been and remains vulnerable to massive wildfires, such as the 2012 Manorville-Ridge wildfire that destroyed 1,124 acres in the Long Island Central Pine Barrens; and

WHEREAS, these wildfires have injured Suffolk County volunteer firefighters in the past, and have proven fatal in other regions of the country, including the tragic deaths of 19 firefighters during one such wildfire in 2013 in Yarnell, Arizona; and

WHEREAS, the Suffolk County Hazard Mitigation Plan updated in 2014 identifies wildfires as a continuing threat to the county; and

WHEREAS, extensive training by firefighters in responding to wildfires with best practices is essential to extinguish these fires and protect and save lives and property; and

WHEREAS, training by firefighters in the deployment and use of specialized trucks to traverse and navigate through brush quickly during wildfires is a best practice in the extinguishing of wildfires; and

WHEREAS, the Suffolk County Department of Fire, Rescue and Emergency Services is tasked by statute and charter with overseeing the training and safety of the more than 10,000 volunteer firefighters in the county; and

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission is tasked with the management and safety of the Long Island Central Pine Barrens; and

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission's Wildfire Task Force has conducted the New York Wildfire and Incident Management Academy since 1998, having trained 425 firefighters from Long Island during 2014; and

WHEREAS, volunteer Fire Departments from throughout Suffolk County continue to request training from the New York Wildfire and Incident Management Academy, which offers its course for free with a nominal charge per student for materials;

WHEREAS, the County owns sufficient undeveloped acreage adjacent to Suffolk County Fire, Rescue and Emergency Services at 30 East Avenue, Yaphank, N.Y., currently available for use as a brush truck training facility; and

WHEREAS, the County and Central Pine Barrens Joint Planning and Policy Commission desire to enter into an agreement to operate a no-burn brush fire training course on the undeveloped acreage to provide for better training and improved brush fire response in Suffolk County;

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (20) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the, but does not commit the County to commence or approve an action; since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that the County acting through the Department of Public Works in consultation with the Commissioner of Fire, Rescue and Emergency Services is authorized to enter into an agreement with the Central Pine Barrens Joint Planning and Policy Commission in development and use of the abovementioned property at 30 East Avenue, Yaphank, N.Y., for the purpose of training firefighters in the deployment and use of specialized trucks for clearing brush and further;

3rd RESOLVED, that said agreement will adhere to all county statutes and legal requirements including environmental, pre-existing contractual, setback, and planning statutes and legal requirements.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

COUNTY OF SUFFOLK



JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

JOEL VETTER
CHIEF OF SUPPORT SERVICES

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

From: Joseph F. Williams
Commissioner

Date: Dec. 29, 2014

SUBJECT: Request for Introductory Resolution: Authorizing a license with the Central Pine Barrens Commission

Enclosed for further processing is an introductory resolution and supporting documents to authorize the County of Suffolk to enter into an agreement with the Central Pine Barrens Commission on use of vacant, undeveloped property adjacent to FRES headquarters for use in training firefighters in operation of specialized apparatus, brush trucks that combat wildfires.

This agreement, if authorized and entered into, would allow for the Central Pine Barrens Commission to offer brush truck training to Suffolk County's volunteer firefighters during two, separate weeks of training during the year. Suffolk County remains vulnerable to wildfires, such as the 2012 Manorville-Ridge wildfire, which have injured and threatened the lives of volunteer firefighters.

There would be no financial implications to Suffolk County under such an agreement.

If you have any questions, please contact my office at x24850.

JFW

Enclosures

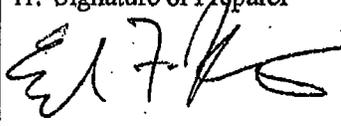
Cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Thomas Vaughn, Director of Intergovernmental Relations
Mary Porter, Deputy County Attorney

MAILING ADDRESS:
PO Box 127
YAPHANK, NEW YORK 11980-0127

LOCATION:
102 EAST AVENUE
YAPHANK, NEW YORK

COMMISSIONER'S OFFICE: (631) 852-4850
FIRE MARSHAL'S OFFICE: (631) 852-4855
EMERGENCY MGMT OFFICE: (631) 852-4900
COMM. CENTER (24-HOUR): (631) 852-4816
FAX: (631) 852-4881

**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 Authorizing an Agreement between the County of Suffolk and the Central Pine Barrens Joint Planning and Policy Commission for the Operation of a No-Burn Brush Fire Training Course.		
3. Purpose of Proposed Legislation To authorize the County of Suffolk to enter into a license with the Central Pine Barrens Commission for use of property adjacent to FRES, at 30 East Avenue, Yaphank, N.Y., for the purpose of training Suffolk County volunteer firefighters in the use of brush trucks, which are specialized apparatus used in combating wildfires.		
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		
8. Proposed Source of Funding		
9. Timing of Impact: Property to be used by proposed licensee twice per year, for several days of training.		
10. Typed Name & Title of Preparer Edward F. Moltzen, Assistant to the Commissioner of Suffolk County Department of Fire, Rescue and Emergency Services.	11. Signature of Preparer 	12. Date Dec. 29, 2014.

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Authorizing an agreement between the County of Suffolk and the Central Pine Barrens Joint Planning and Policy Commission for the Operation of a No-Burn Brush Fire Training Course.

PURPOSE OR GENERAL IDEA OF BILL: To provide the ability to offer Suffolk County's more than 10,000 volunteer firefighters training in specialized apparatus used in the containment and extinguishing of wildfires.

SUMMARY OF SPECIFIC PROVISIONS: Legislation would allow the County of Suffolk to enter into an agreement with the Central Pine Barrens Commission on use of currently vacant and unused property adjacent to FRES headquarters at 30 East Avenue, Yaphank, N.Y., for the purpose of training in use of brush trucks, a specialized apparatus used in fighting wildfires.

JUSTIFICATION: Suffolk County remains vulnerable to massive wildfires, such as the 2012 Manorville-Ridge wildfire, which continue to injure and threaten the lives of volunteer firefighters and residents. This training would introduce Suffolk County volunteer firefighters to best practices in use of brush trucks that have become essential in traversing the undeveloped and often difficult terrain that host wildfires.

FISCAL IMPLICATIONS: None.

1025

Intro. Res. No. -2015
Introduced by Legislator Hahn

Laid on Table 1/5/15

**RESOLUTION NO. -2015, ESTABLISHING A HEALTH
EDUCATION AMBASSADOR PROGRAM FOR SUFFOLK
COUNTY**

WHEREAS, the County of Suffolk actively seeks to improve the health and wellbeing of its residents; and

WHEREAS, the County is home to many healthcare professionals who have specialized knowledge in a variety of disciplines, including chronic illness, nutrition, mental health, sports safety and physical activity; and

WHEREAS, many County residents, particularly seniors and young families, need education on health issues as their needs change over time; and

WHEREAS, the Department of Health Services should establish a program that would allow healthcare professionals to provide, on a volunteer basis, health education in their communities; now, therefore be it

1st RESOLVED, that the Department of Health Services ("the Department") is hereby authorized, empowered and directed to establish a "Health Education Ambassador Program" through which volunteer healthcare professionals will educate the public on health topics by speaking at schools, youth and athletic programs, and community meetings and events; and be it further

2nd RESOLVED, that the Department shall notify local healthcare professionals, including, but not limited to, doctors, nurses, nutritionists and physician assistants, of this program and the need for volunteer health care professionals to speak with community members, children and families on health issues like healthy eating, exercise, diabetes, chronic illness, mental health and wellbeing; and be it further

3rd RESOLVED, that the Department will provide these volunteer health education ambassadors with eight (8) hours of training on public speaking and engagement; and be it further

4th RESOLVED, that the Department shall notify schools, youth groups and other community organizations of the health education ambassador program and shall serve as the point of contact to connect organizations with trained ambassadors in their communities; and be it further

5th RESOLVED, that the Department shall develop and begin training of health education ambassadors within 120 days of the effective date of this resolution; and be it further

6th RESOLVED, that the Department shall provide a written report to the County Legislature on the progress and utilization of the program by communities no later than one year after the program is initially implemented; and be it further

7th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-establish-health-ambassador-program

1026

Intro. Res. No. _____ 2015

Laid on Table 01/05/15

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. _____-2015, ADOPTING LOCAL
LAW NO. _____-2015, A LOCAL LAW
AMENDING SECTION 232-2 OF THE SUFFOLK
COUNTY CODE REGARDING TAX NOTICES
AFTER RECORDING OF MORTGAGE
SATISFACTIONS**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on _____, 2015, a proposed local law entitled, "A LOCAL LAW AMENDING SECTION 232-2 OF THE SUFFOLK COUNTY CODE REGARDING TAX NOTICES AFTER RECORDING OF MORTGAGE SATISFACTIONS"; and said local law in final form is the same as when presented and introduced; now, therefore be it

RESOLVED, that said local law be enacted as follows:

**LOCAL LAW NO. ____ -2015, SUFFOLK COUNTY,
NEW YORK
A LOCAL LAW AMENDING SECTION 232-2 OF
THE SUFFOLK COUNTY CODE REGARDING TAX
NOTICES AFTER RECORDING OF MORTGAGE
SATISFACTIONS**

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent

This Legislature hereby finds that Section 232-2 of the Suffolk County Code requires the Suffolk County Clerk to notify a property owner, upon the return of a satisfaction of mortgage to such property owner, as to the procedure and requirements for payment of real property taxes in Suffolk County after the payoff of a mortgage.

This Legislature further finds that in the event that electronic or other types of documents are recorded, the Office of the Suffolk County Clerk desires the ability to transmit the above notice, as appropriate, in suitable form.

Therefore, the purpose of this law is to amend Section 232-2 of the Suffolk County Code to continue requiring notice to a property owner of real property tax payment procedures and requirements upon filing of a mortgage satisfaction, but to permit flexibility in the type of notice sent.

Section 2. Amendment

Section 232-2 of the Suffolk County Code is hereby amended as follows:

§ 232-2 Notification Requirement

The Suffolk County Clerk shall notify a property owner, [simultaneously with] upon the return of a satisfaction of mortgage to such owner, as to the procedure and requirements for the payment of real property taxes in Suffolk County after the payoff of a mortgage[, said notification to be in the form attached hereto as Exhibit A].

Section 3. Applicability

This law shall apply to all instances where a satisfaction of mortgage is recorded in the Office of the Suffolk County Clerk on or after the effective date of this law.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQRA Determination.

This Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 279 of the Suffolk County Code, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(20) and (27), in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA.

Section 7. Effective Date.

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

[] Brackets denote deletion of existing language.

 Underlining denotes addition of new language.

DATED: _____, 2015

APPROVED BY:

County Executive of Suffolk County

Date: _____, 2015

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)

1026

DATE: DECEMBER 30, 2014
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW AMENDING SECTION 232-2 OF THE SUFFOLK COUNTY CODE REGARDING TAX NOTICES AFTER RECORDING OF MORTGAGE SATISFACTIONS

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 12/29/2014 PUBLIC HEARING: 1/2015

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

The Suffolk County Clerk is required to notify property owners upon the return of a satisfaction of mortgage to such owners, of the procedure and requirements for the payment of real property taxes. Currently, the Clerk is required to provide such notification in a form that is included as an exhibit in Chapter 232 of the SUFFOLK COUNTY CODE.

This law would eliminate the exhibit included in Chapter 232 and allow the Clerk to transmit the required notice in a form that he or she determines is most suitable.

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

A handwritten signature in cursive script, appearing to read "George Nolan".

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-tax-notices-recording-mortgage-satisfactions